

COUNCIL MEMBERS:

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



AGENDA
 Meeting of the Twin Falls City Council
 August 27, 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: None

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of a request to approve the accounts payable for August 21 – 27, 2012. 2. Consideration of a request to approve the August 20, 2012, City Council Minutes. 3. Consideration of a request to approve the fifth annual "The Cove Camp Out" in remembrance of Charlotte Meyers to be held on Saturday, September 8, 2012. 4. Consideration of a request to approve the Wings and Things Ultimate Fundraiser, sponsored by the Twin Falls Optimist Club, on Saturday, September 8, 2012 from 12:00 p.m. to 4:00 p.m.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan Leila Sanchez Dennis Pullin Dennis Pullin
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request from The Housing Company for pass-through funding support of their proposed housing project located on 5± acres on the west side of Fieldstream Way, approximately 425 feet north of North College Dr. West. 2. Consideration of a request to approve the Trina Robbins Fundraiser to be held at the Twin Falls City Park on Friday, September 7, 2012, from 5:30 p.m. to 9:30 p.m. 3. Consideration of a request to award a bid to replace the clubhouse roof at the Twin Falls Golf Club to Lewis Roofing in the amount of \$33,740. 4. Consideration of a request to amend Twin Falls City Code Sections 3-4-3, Qualifications and 3-4-5(C), Records, regarding pawnshops, brokers and secondhand dealers. 5. Consideration of a request to accept the Department of Transportation Small Community Air Service Grant Offer in the amount of \$500,000. 6. Consideration of a request to reject all bids for the Airport Snow Removal Equipment Building and re-bid the project. 7. Consideration of a request to accept the Grant Offer from the FAA for the Construction of an Airport Snow Removal Equipment Building and the Development of a Wildlife Hazard Management Plan. 8. Consideration of a request to reject the 2012 Hankins Pump Station Generator and Pump Project bid by Hills Construction Inc. and award the project to Irminger Construction, Inc. of Boise, Idaho, in the amount of \$568,481. 9. Consideration of a request to review and affirm the decision to award the 2012 Hankins Pump Station Generator and Pump Project to Irminger Construction Inc. 10. Public input and/or items from the City Manager and City Council.	Action	Travis Rothweiler Dennis Pullin Dennis Bowyer Bryan Krear Bill Carberry Bill Carberry Bill Carberry Lee Glaesemann Lee Glaesemann
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 - None		
V. <u>ADJOURNMENT:</u>		

Agenda

August 27, 2012

Page 2 of 3

****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.

COUNCIL MEMBERS:

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



MINUTES
 Meeting of the Twin Falls City Council
August 20, 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: None

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of a request for approval of the accounts payable for August 14 – 20, 2012. 2. Consideration of a request for approval of the August 6 and 13, 2012, City Council Minutes. 3. Consideration of a request for approval of the Cinema West Twin Falls, LLC dba Magic Valley Cinema 13 application for a Beer and Wine License located at 1485 Pole Line Road E., Twin Falls, Idaho. 4. Consideration of a request for approval of the Von Scheidt Brewing Co. LLC application for a Beer and Wine License located at 157 2nd Avenue West, Twin Falls, Idaho. 5. Consideration of a request for approval of the final plat for Twin Plaza Condominiums Subdivision c/o Gerald Martens, EHM Engineers, Inc. on behalf of Twin Plaza LLC. 6. Consideration of a request for approval of a donation of a tree with a plaque located in City Park.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan L. Sanchez Sharon Bryan Sharon Bryan Mitch Humble Dennis Bowyer
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request to present Road Scholar Level 1 Certificates to the following individuals before the Twin Falls City Council: Victor Cabello, Dale Eldredge, LeRoy Hartgrave, Aaron Hentrup, James Hutchison, Dean Littler, Dave McCreery, Bud Stradley, Mark Thomson, Dan Veenstra, Terry Williamson by Bruce Drewes of the Idaho Tech Transfer Center. 2. Consideration of a request to present Peace Officer Standards and Training Council Certificates to the following individuals before the City Council: Officer Ben Hammer, Detective Javier Paredes, Officer Dallan Hall, Officer Rick Van Vooren, and Sergeant Brent Wright. 3. Consideration of a request for approval to establish a temporary off-leash dog park at Dierkes Lake to allow a swimming day for dogs on Saturday September 15, 2012. 4. Consideration of a request for approval to establish a temporary off-leash dog park at Harmon Park Field # 3. 5. Continued discussion of the Preliminary Budget for Fiscal Year 2012-2013. 6. Public input and/or items from the City Manager and City Council.	Presentation Presentation Action Action Discussion	Jacqueline Fields Brian Pike/ Anthony Barnhart Dennis Bowyer Dennis Bowyer Travis Rothweiler
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. 1. A public hearing and adoption of the annual appropriations ordinance for the City of Twin Falls for the 2013 Fiscal Year.	Public Hearing	Travis Rothweiler
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.***

Present: Shawn Barigar, Don Hall, Suzanne Hawkins, Gregory Lanting, Jim Munn, Rebecca Mills Sojka, Chris Talkington
Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Community Development Director Mitch Humble,

Chief Financial Officer Lorie Race, Budget Coordinator Patricia Lehmann, Parks & Recreation Director Dennis Bowyer, City Engineer Jacqueline Fields, Police Chief Brian Pike, Captain Anthony Barnhart, Public Works Coordinator Jon Caton, Assistant to the City Manager Mike Williams, Public Information Officer Josh Palmer, Deputy City Clerk Sharon Bryan, Deputy City Clerk/Recording Secretary Leila A. Sanchez

Mayor Lanting called the meeting to order at 5:00 P.M. He then invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. A quorum is present. Mayor Lanting introduced staff.

5:00 P.M.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

Request by City Manager Rothweiler to add the following item to the Consent Calendar: Consideration of a request to accept a public roadway and utility easement.

MOTION:

Councilperson Talkington made the motion to add the Consideration of a request to accept a public roadway and utility easement, as presented. The motion was seconded by Councilperson Hall and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

PROCLAMATIONS: None

I. CONSENT CALENDAR:

1. Consideration of a request for approval of the accounts payable for August 14 – 20, 2012, total: \$773,814.22. Payroll for August 17, 2012, total: \$177,415.19.
2. Consideration of a request for approval of the August 6 and 13, 2012, City Council Minutes.
3. Consideration of a request for approval of the Cinema West Twin Falls, LLC dba Magic Valley Cinema 13 application for a Beer and Wine License located at 1485 Pole Line Road E., Twin Falls, Idaho.
4. Consideration of a request for approval of the Von Scheidt Brewing Co. LLC application for a Beer and Wine License located at 157 2nd Avenue West, Twin Falls, Idaho.
5. Consideration of a request for approval of the final plat for Twin Plaza Condominiums Subdivision c/o Gerald Martens, EHM Engineers, Inc. on behalf of Twin Plaza LLC.
6. Consideration of a request for approval of a donation of a tree with a plaque located in City Park.
7. *Consideration of a request to accept a public roadway and utility easement.*

MOTION:

Councilperson Barigar made the motion to approve the Consent Calendar as amended. The motion was seconded by Councilperson Munn and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to present Road Scholar Level 1 Certificates to the following individuals before the Twin Falls City Council: Victor Cabello, Dale Eldredge, LeRoy Hartgrave, Aaron Hentrup, James Hutchison, Dean Littler, Dave McCreery, Bud Stradley, Mark Thomson, Dan Veenstra, Terry Williamson by Bruce Drewes of the Idaho Tech Transfer Center.

Jon Caton introduced Bruce Drewes.

Bruce Drewes gave the presentation and explained The Idaho Road Scholar Program.

Bruce Drewes, Mayor Lanting, and Councilperson Hawkins presented certificates to Victor Cabello, Dale Eldredge, LeRoy Hartgrave, Aaron Hentrup, Dean Littler, Dave McCreery, Bud Stradley, Mark Thomson, Dan Veenstra, and Terry Williamson.

2. Consideration of a request to present Peace Officer Standards and Training Council Certificates to the following individuals before the City Council: Officer Ben Hammer, Detective Javier Paredez, Officer Dallan Hall, Officer Rick Van Vooren, and Sergeant Brent Wright.

Captain Barnhart explained the presentation.

Chief Pike, Mayor Lanting, and Vice Mayor Hall presented certificates to Officer Ben Hammer, Detective Javier Paredez, Officer Dallan Hall, Officer Rick Van Vooren, and Sergeant Brent Wright.

3. Consideration of a request for approval to establish a temporary off-leash dog park at Dierkes Lake to allow a swimming day for dogs on Saturday, September 15, 2012.
Parks & Recreation Director Bowyer explained the request. The Parks & Recreation Commission unanimously recommended to the City Council for Dierkes Lake to be designated as a temporary dog park on Saturday September 15th from 10am to 2pm to allow dogs to go swimming in the lake. Staff concurs with the recommendation.

Council discussion followed.
-Handling of liability issues

City Attorney Wonderlich stated that the City has liability insurance if an incident occurs. Release of liability form will be considered.

MOTION:

Councilperson Barigar made a motion to establish a temporary off-leash dog park at Dierkes Lake to allow a swimming day for dogs on Saturday September 15, 2012. The motion was seconded by Councilperson Mills Sojka.

Councilperson Barigar stated that the Commission recommended to staff to have signs at the admission booth several weeks in advance to notify users of Dierkes Lake that the lake will be used by dogs and to promote the event.

Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

4. Consideration of a request for approval to establish a temporary off-leash dog park at Harmon Park Field # 3.

Parks & Recreation Director Bowyer explained the request. The Parks & Recreation Commission unanimously recommended to the City Council to establish Harmon Park Field # 3 as a temporary dog park from Monday October 1, 2012 to Sunday March 10, 2013 and have the same rules and regulations for the temporary dog park as were established earlier this year. The rules and regulations would be the same as they were last winter at Frontier Field, except that the dog park would be a mixture of the small and large dogs' areas into one.

Council discussion followed.
-Concern of off-leash dogs fighting

Parks & Recreation Director Bowyer stated that he received one call where someone thought another dog was too aggressive. The owner left the park.

-Patrolling to assure that dogs are licensed and vaccinated.

City Manager Rothweiler stated that Chief Pike indicated that the police department could patrol on a periodic basis.

MOTION:

Vice Mayor Hall made a motion to establish a temporary off-leash dog park at Harmon Park Field # 3, and the Rules & Regulations for Off-Leash Dog Area, as presented. The motion was seconded by Councilperson Barigar and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

5. Continued discussion of the Preliminary Budget for Fiscal Year 2012-2013.

City Manager Rothweiler continued discussion on the budget.

Discussion followed on funding of street improvements and improvements for streets annexed into the city.

6. Public input and/or items from the City Manager and City Council. None.

Recess at 5:56 P.M.
Reconvened 6:07 P.M.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

Councilperson Barigar gave a report on the auction on the downtown parking meters held on Saturday, August 18, 2012, at the Blue Lakes Rotary Club Beerfest.

City Manager Rothweiler stated that Jim O'Donnell will make a presentation at the September 4, 2012, City Council Meeting on the Air Show.

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

1. A public hearing and adoption of the annual appropriations ordinance for the City of Twin Falls for the 2013 Fiscal Year.

City Manager Rothweiler gave a review of the 2013 Fiscal Year City Manager's Recommended Budget.

Council discussion followed.

Public Works Director Caton reported on the installation of backup power generation for the Blue Lakes Well pumps.

The public testimony portion of the hearing was opened.

Pete Johnston, 312 Washington Street South, stated the following concerns:

- Cost of \$90,000 in the budget for the Courtney Conservation Park.
- New pickup for a superintendent.
- Vehicles in City parking lots not being utilized.
- Hole developing next to the curb on Washington Street North.

George Haney, 838 Filer Avenue West, stated that he is expecting the Council to be financially responsible and to continue to decrease expenses to run the City.

Steve Maschek, 380 Ridgeway, stated that even though his property value decreased he had an increase of property taxes. He is also concerned about roads and sewer.

Marilyn Tarkalso, 314 Shade Tree Trail, stated that the property owner is continually asked to pay more property tax. She asked that in a down economy that parks and the Evel Knievel Project should be placed on hold. Schools may increase property taxes.

The public testimony portion of the hearing was closed.

Mayor Lanting explained that the residential taxes for the City's portion of taxes will decrease.

Parks & Recreation Director Bowyer stated that the cost for the Courtney Conservation Park is approximately \$90,000, which came out of the Water Conservation Fund. The majority of the cost was for the underground sprinkler system. Native grasses and plants are planned to be installed. Installation will also include curb, gutter, and sidewalk.

Mayor Lanting stated that the cost of the Courtney Conservation Park was out of last year's budget. The park is a demonstration area for conserving water by using drought resistant native plants.

City Manager Rothweiler stated that the city takes vehicles from a priority response position. City vehicles are continually being passed down from department to department. In regards to vehicles parked in city parking lots, the Police Department patrol staff share vehicles. Staff will continue discussion on disposing of city vehicles that are no longer functional.

City Engineer Fields stated that the pothole on Washington Street roadway is under warranty and ITD has been contacted.

City Manager Rothweiler stated that the money for the Evel Knievel jump site has been reduced and placed those monies to make improvements at Auger Falls for trails and other types of resources. In addition, he stated that the City cannot control other taxing entities.

Councilperson Talkington stated that in regards to school funding, the state legislature has been decreasing its support for public education and that is forcing local districts to pass override levies.

The public hearing was closed.

MOTION:

Councilperson Talkington made the motion to suspend the rules and place Ordinance 3035, entitled:
AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, APPROPRIATING \$49,254,478 FOR THE 2013 FISCAL YEAR TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF TWIN FALLS; PROVIDING FOR THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF \$16,600,941 FOR THE 2013 FISCAL YEAR; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE FILED WITH THE COUNTY COMMISSIONERS OF TWIN FALLS COUNTY, IDAHO AND WITH THE SECRETARY OF STATE OF THE STATE OF IDAHO; PROVIDING FOR THIS ORDINANCE TO TAKE EFFECT UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN SUSPENDED.
on third and final reading by title only.

The motion was seconded by Councilperson Barigar and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Deputy City Clerk Sanchez read the ordinance title.

MOTION:

Councilperson Barigar made a motion to adopt Ordinance 3035 as presented. The motion was seconded by Councilperson Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

V. ADJOURNMENT: 7:22 P.M.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary



Date: Monday, August 27, 2012, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request by Debbie Urrutia, owner of The Cove, to approve the fifth annual “The Cove Camp Out” in remembrance of Charlotte Meyers to be held on Saturday, September 8, 2012.

Time Estimate:

Having had no calls for service requiring a Police response from the previous events, this item is being submitted for consideration on the Consent Calendar.

Background:

On September 8, 2012, a group of Cove patrons are planning to park their RVs and camp trailers in the parking lot at The Cove, 496 Addison Avenue West, commencing at 2:00 p.m. and concluding at 1:00 a.m. “The Cove Camp Out” is an annual remembrance of Charlotte Meyers at which patrons congregate in the parking lot on lawn chairs and enjoy a variety of foods, beverages, and entertainment. Identifications will be checked for those wishing to purchase alcohol. Several bands will be playing live music consecutively from 3:00 p.m. to 10:00 p.m. Between seven (7) and ten (10) RVs and camp trailers and 80 to 100 people are expected to attend.

Ms. Urrutia has contacted various businesses and residents near The Cove so that the neighborhood is informed of this special event.

The Twin Falls Fire Department, Twin Falls Zoning and Development, and various other City Departments have reviewed and approved the application.

Given the success of four previous similar events, Staff has approved security to be provided by Private Security.

Approval Process:

Consent of the Council.

Budget Impact:

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

Regulatory Impact:

Private Security will be providing security for this event

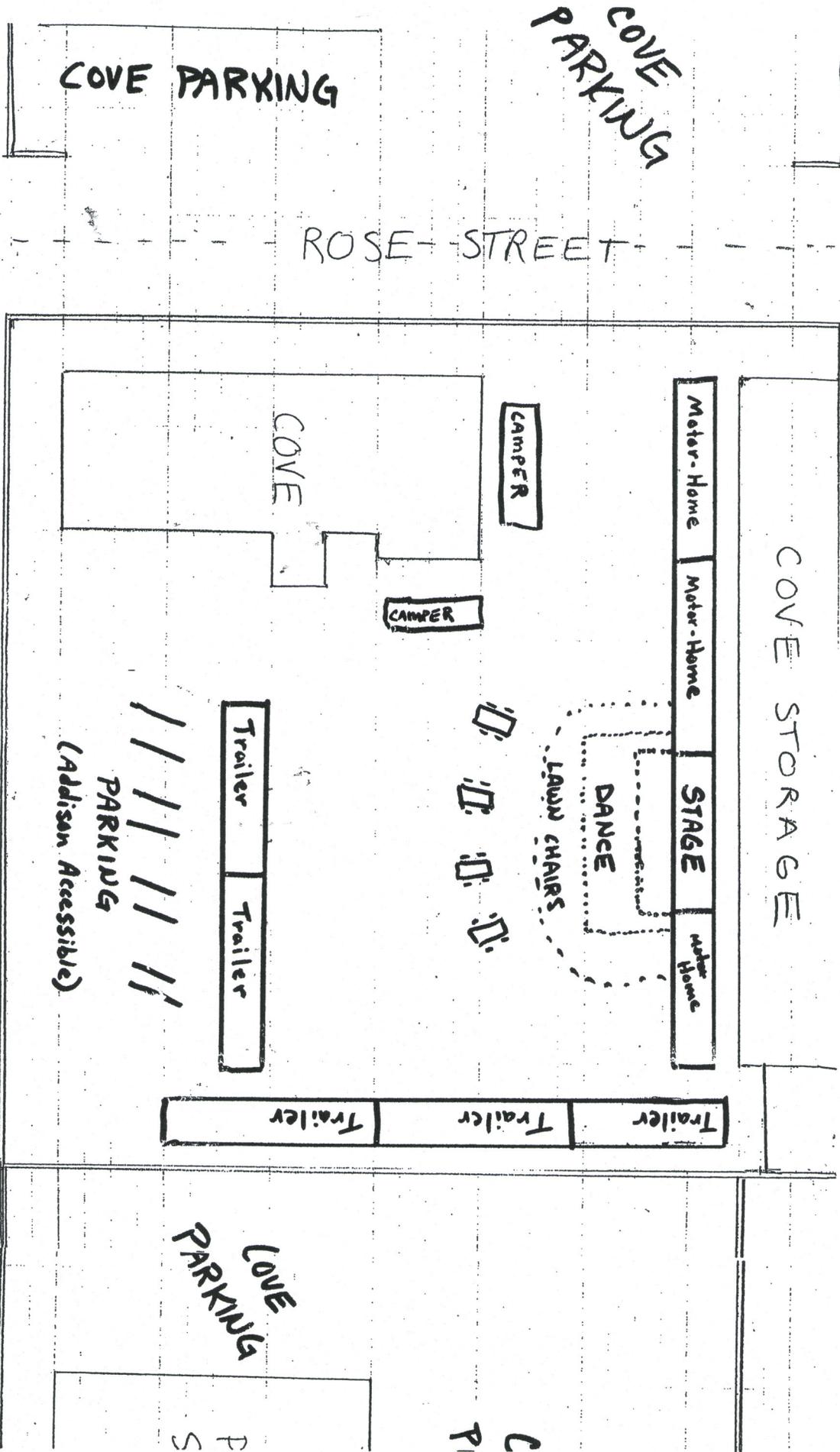
Conclusion:

Staff recommends approval of Ms. Urrutia's Special Event request with the proviso that, should the amplified music generate complaints from the neighborhood, the Patrol Supervisor will be advised to contact a representative from The Cove to have the volume decreased. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the live music to be terminated.

Attachments:

1. Site Map
2. Cove Camp-out Proposal
3. Letters collected from surrounding businesses granting the Cove permission to hold the event and utilize their lots for additional parking
4. Liability Insurance Binder

DP:aed





Cove Camp-Out Proposal:

Date: September 8, 2012

Time: 2:00PM to 1:00AM for serving of alcoholic beverages & food

3:00PM to 10:00PM for live music by local bands

RV'S and Campers to be removed by 8:00 pm on 9-9-12

Location: The Cove of Twin Falls, Parking Lot

496 Addison Ave W. / Twin Falls, ID 83301

Event Description:

In remembrance of Charlotte Meyers for her birthday, a group of Cove patrons would like to park their RV's and Campers in the parking lot of The Cove. They would then congregate in lawn chairs and be served drinks from a portable bar located outside The Cove's side entrance, and food from inside the Cove kitchen. It will be called "The Cove's 5th Annual Camp-Out." Local bands will play music from 3:00PM to 10:00PM. We expect 7 – 10 RV's &/or Campers, and perhaps 100 or so people.

In honor of Charlotte Myers, a portion of proceeds from food & beverage sales will be donated to the Twin Falls Shrine Club. Last year we raised about \$500 for their childrens' hospitals.

Noise:

Music volume will stay at a reasonable level, and will cease at 10:00 pm, in accordance with city ordinance. In the event that the Police Department receives a complaint about the music volume, they may call Aaron Gupton at 404-2306, Debbie Urrutia at 316-2978, or the Cove at 733-9844 and the volume will be adjusted. If further complaints are received, we understand that we may be asked to cease the music and are prepared to comply.

Serving of Beer, Wine, and Spirits:

The Cove's parking lot is drawn into the plan for liquor licensing approved by the State of Idaho. Twin Falls City also recognizes this location as "on site."

No minors shall be permitted inside the perimeter, which will be lined by Recreational Vehicles and Campers. Notices will be posted indicating the required age of persons entering the parking lot. Cove staff will check identification of all customers and issue hand stamps or wrist bands.

Public Safety:

The Cove will hire private security for this event, as we have done for 4 years prior with no incident.

Parking:

The Cove has secured the permission of Instant Auto Credit (a branch of Con Paulos) for the use of 30+ parking spaces for public use, and Snake River Pawn for the use of 20+ parking spaces for public use. The Cove will have available 5-10 spaces for public use in addition to the space reserved for RVs. The Cove owns the property directly behind the Cove Mini Storage, 120 Rose St, and it will be opened to allow approximately 10 people to park. We further have permission from Earl Larson at 148 Carney St. for Cove employees to park at his private residence. All of this parking is located North of Addison, so no patron will be required to cross the busy street.

**Attached is a copy of last year's parking lot map indicating where campers are parked and where parking is available to patrons who are not bringing an RV or camper.



July 17, 2012

To Whom It May Concern:

I, Earl Larson, grant
(printed name)

permission for Cove ~~patrons~~^{employees} to use parking on my property

(Private Residence) located at 148 Carney
(business name) (address)

on September 8, 2012 between the hours of

12:00pm and 2:00am for the purpose of the event "Cove
Camp-Out."

Sincerely,

Earl Larson
(signature)



July 17, 2012

To Whom It May Concern:

I, Al Jenkins, grant
(printed name)

permission for Cove patrons to use parking on my property

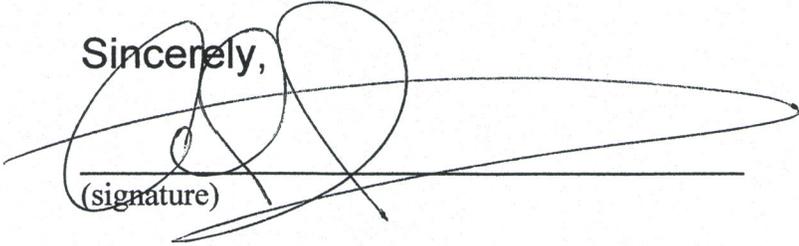
Instant Auto Credit located at 522 Addison AVE. W. Twin Falls, ID
(business name) (address) 83301

on September 8, 2012 between the hours of

6:00 pm and 2:00 a.m. for the purpose of the event "Cove

Camp-Out."

Sincerely,


(signature)



July 17, 2012

To Whom It May Concern:

I, James Shirley, grant
(printed name)

permission for Cove patrons to use parking on my property

Snake River Pawn located at 468 Addison Ave W.
(business name) (address)

on September 8, 2012 between the hours of

2:00pm and 2:00 a.m. for the purpose of the event "Cove

Camp-Out."

Sincerely,

James Shirley
(signature)

Client#: 166885

33COVTWIN

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub Int'l. Mountain States Ltd 264 Main Ave South Twin Falls, ID 83301	CONTACT NAME: Angie Weeks PHONE (A/C, No, Ext): 208-737-6879 FAX (A/C, No): 888-644-2167 E-MAIL ADDRESS: angie.weeks@hubinternational.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Badger Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Badger Mutual Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Badger Mutual Insurance Company														
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED The Cove of Twin Falls Johnny & Debbie Urrutia 496 W Addison Avenue Twin Falls, ID 83301														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			0059328221	06/01/2012	06/01/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
			PROPERTY DAMAGE (Per accident)	\$				
				\$				
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Property BPP			0059328221	06/01/2012	06/01/2013	\$300,000	
				0059328221	06/01/2012	06/01/2013	\$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Twin Falls P.O. Box 1907 Twin Falls, ID 83303-1907	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Date: Monday, July 27, 2012, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request to approve the Wings and Things Ultimate Fundraiser sponsored by the Twin Falls Optimist Club. The fundraiser will be held in the Twin Falls City Park on Saturday, September 8, 2012, from 12:00 p.m. to 4:00 p.m.

Time Estimate:

Where this is an annual event, with no calls for service during past events, Staff recommends that this be placed on the Consent Calendar.

Background:

Keleigh Godfrey, on behalf of the Twin Falls Optimist Club, has submitted a Special Events Application to hold their annual fundraiser, Wings and Things Ultimate. This event will be held in the Twin Falls City Park on Saturday, September 8, 2012, and will commence at 12:00 p.m. and conclude at 4:00 p.m.

The event will consist of a Tailgating Food Competition where participants will purchase tickets to sample food and cast their votes for their favorites. There will be televisions on site for game previews and a half-time show that will consist of Twin Falls School District Coaches participating in a wing eating contest. There will be live broadcasting from the band shell during the event.

A designated beer garden will be located in the City Park. Those who purchase and consume alcohol will be required to stay within the confinements of the beer garden. Fencing will be set up to designate the beer garden area, which will be located north of the band shell area. Wristbands will be required and identifications will be checked.

The Optimist Club has purchased a Non-Profit Catering Permit which will cover their beer sales. Watkins Distributing will be providing the beer. The Certificate for Liability Insurance for the event has been provided.

The Twin Falls Optimist Club has held fundraising events of this nature in past years. The 2011 event did not generate any Police calls for service. Due to the short time frame of the event and a history of no calls for service during past events, security is not required.

Approval Process:

Consent of the Council.

Budget Impact:

This event will not impact the City budget.

Agenda Item for August 27, 2012
From Staff Sergeant Dennis Pullin
Page Two

Regulatory Impact:

None

Conclusion:

The Twin Falls Police Department Staff and several relevant City Staff Members have met and approved this Special Events Application. Based on this request and the information provided, Staff recommends this event be approved.

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

Attachments:

None

DP:aed



MONDAY August 27, 2012
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of a request from The Housing Company for pass-through funding support of their proposed housing project located on 5± acres on the west side of Fieldstream Way, approximately 425 feet north of North College Dr. West.

Time Estimate:

The presentation will take approximately 10 minutes. Staff and Kathryn Almberg, from The Housing Company, will make the presentation. Time will be needed for discussion and questions.

Background:

City staff has been contacted by The Housing Company and the Idaho Housing and Finance Association to request funding support for a housing project they are proposing on 5± acres on the west side of Fieldstream Way, approximately 425 feet north of North College Dr. West. The purpose of the request is to bolster an application they are making for low-income housing tax credits and HOME funds. Financial support from the City will greatly improve their chances of being awarded the funds.

The funding support is proposed to be pass-through funding from the current property owner, WS&V LLC. WS&V will donate funds to the City from the sale of the property. The City will then donate the funds received from WS&V to the Housing Company. The transfer of funds will not occur until the property is acquired by The Housing Company, expected in December 2012. However, a commitment by the City to transfer the funds is required prior to the funding application being submitted.

The proposed housing development is a 60 unit apartment type development on 5± acres. They intend to develop a community center, community gardens, playgrounds, and other amenities along with the apartments. The apartments will be developed as 10 six-unit buildings, two stories in height. They also intend for the project to be LEED certified. Photographs of a similar project by The Housing Company in McCall are attached. The plan is for this project to look similar.

This property is located within the WS&V PUD that was zoned earlier this year. You'll recall that the WS&V PUD was presented and approved as a medical office and assisted living center PUD. It is a R-6 PRO PUD, which is the appropriate base district for an apartment complex development. However, the PUD development conditions were drafted with the medical office and assisted living uses being the focus. The development conditions do allow for some limited higher density residential development, but the project as proposed does not conform to the current PUD. The Housing Company and WS&V have submitted an application to amend the PUD master development plan and development conditions. Therefore, should the Council desire to approve this request for funding support, it should do so with the condition that the PUD amendment be approved prior to the City participating in the funding pass-through. The Council should also be clear that City approval of the request for funding pass-through support in no way obligates the Council to approve the PUD amendment request following the required public hearing process.

Approval Process:

Approval of the request requires a simple majority vote by the Council.

Budget Impact:

As discussed above, the support funding for this project is pass through, so there is no significant budget impact associated with this request. The City would receive a check from the current property owner, and then write a check to The Housing Company in an equal amount.

Regulatory Impact:

Approval of the request will allow The Housing Company to proceed with their application for tax credits on their proposed housing project.

Conclusion:

If the Council decides to approve the request and support The Housing Company on their application for low-income housing tax credits by providing pass through funding as described above, then staff recommends that the Council approve the request subject to completion of amendments to the master development plan and development requirements in the WS&V PUD necessary to accommodate the proposed housing development. Approval of the request for funding support does not indicate support for the upcoming PUD amendment and does not in any way obligate the Council to approve that amendment.

Attachments:

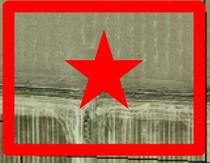
1. Location map
2. Request letter from The Housing Company
3. Proposed housing development details, site plan, and elevations



Pole Line Rd. W.

North College Rd. W.

Grandview Dr. N.



August 16, 2012

City of Twin Falls
Mayor Greg Lanting
P.O. Box 1907
(321 2nd Ave. East)
Twin Falls, ID 83303

Re: Field Stream Apartments
Lot 1 Block 1 WS&V PUD

Dear Mayor Lanting:

Idaho Housing and Finance Association and The Housing Company request a donation from the City of Twin Falls in support of an affordable 60 unit multifamily housing development on Field Stream Way in Twin Falls. This donation, in the amount of \$435,000 will assist in the acquisition of the 5 acre parcel of land and will help to expand affordable housing options in Twin Falls. The funds for the city's donation will be coming to the city in the form of a check from Doug Vollmer and Jack Straubhar at the closing of the property on or about December 15, 2012. We request that the city consider this donation to IHFA/THC. This development will not only bring affordable rental housing to Twin Falls but additional jobs.

If you need additional information regarding this project please do not hesitate to contact me. We intend to apply for Low-Income Housing Tax Credits and HOME funds on September 7, 2012 and this donation will greatly enhance the application and its chances of gaining an award of funds. We appreciate your help in bringing these valuable resources to Twin Falls.

Sincerely,



John Sager
Executive Vice President/CFO
Idaho Housing and Finance Association



Douglas E. Peterson
Director
The Housing Company

**FIELD STREAM APARTMENTS
TBD FIELD STREAM WAY
TWIN FALLS, ID 83301**

FACT SHEET:

- **60 Affordable Family Units**
- **Energy Efficient/LEED Certified**
- **8 Studio Units**
- **20 One-Bedroom/One Bath**
- **20 Two-Bedroom/Two Bath**
- **12 Three-Bedroom/Two Bath**
- **10 Two Story Walk-up Six-plex Residential Buildings**
- **Open Space**
- **Playground**
- **Community Garden**
- **5.0 Acres**
- **Covered Parking**
- **On-site Resident Manager (will live on the site)**
- **Maintenance Technician**

**FIELD STREAM APARTMENTS
TBD FIELD STREAM WAY
TWIN FALLS, ID 83301**

TENTATIVE DEVELOPMENT TIMELINE:

- **September 7, 2012 Apply for Low-Income Tax Credits/HOME Funds**
- **Late November 2012 Expect to Hear on Funding Awards**
- **December 15, 2012 Close on Site Acquisition**
- **Late December Expect Donation from City of Twin Falls**
- **Late December Start Construction Documents with Architect/Engineers**
- **Late December Start Applications for Construction/Perm Financing**
- **February/March 2013 Submit Plans to the City for Review**
- **April/May 2013 Go out to Bid on Construction**
- **May 2013 Close Partnership with LP and Construction Loan**
- **June 2013 Begin Construction**
- **February 2014 Complete Construction/Resident Move-in**



Field Stream Way - Concept



The Springs - McCall







Date: Monday, August 27, 2012, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request to approve the Trina Robbins Fundraiser to be held at the Twin Falls City Park on Friday, September 7, 2012, from 5:30 p.m. to 9:30 p.m.

Time Estimate:

Five minutes for presentation and additional time to answer any questions Council Members may have.

Background:

Roberta (Jodi) Couch has completed a Special Events Application to hold the Trina Robbins Fundraiser. Trina is from Heyburn, Idaho, and has been fighting stage four cancer for two years without insurance. The funds raised will be donated to the Robbins family and other fundraising events.

The event will be held at the Twin Falls City Park on Friday evening, September 7, 2012. The opening ceremony will begin at 5:30 p.m. The entertainment will be provided by the band, Medicine Man, with the first set of music beginning at 5:45 p.m. and concluding at approximately 6:30 p.m. There will be an auction held from approximately 6:30 p.m. until 7:00 p.m. At the conclusion of the auction, Medicine Man will play a second set until approximately 7:45 p.m.; there will be a raffle drawing at that time. At the conclusion of the first drawing, Medicine Man will play the third and final set until approximately 8:45 p.m., when the last drawing will be held. The event will conclude at approximately 9:00 p.m. Clean up of the area will take place at the conclusion of the event.

Beer will be sold in the park in a designated beer garden. All beer must be purchased and consumed within the beer garden. Beer sales will begin at 5:30 p.m. and will conclude at 9:00 p.m. Identification will be checked and wristbands will be required for those purchasing and consuming alcohol. A non-profit beer license has been approved and obtained through the Idaho State Police Alcohol Beverage Control. The beer will be provided by Watkins Distributing. There will be two Twin Falls Police Officers providing security from 5:30 p.m. to 9:30 p.m.

Approval Process:

Approval by the City Council.

Budget Impact:

The event sponsors will be required to pay \$336 for security costs for the event; therefore, there will be no cost to the City of Twin Falls.

Regulatory Impact:

N/A

Agenda Item for August 27, 2012
From Staff Sergeant Dennis Pullin
Page Two

Conclusion:

The Twin Falls Police Department Staff and several relevant City Staff Members have met and approved this Special Events Application. Based on this request and the information provided, Staff recommends that the City Council approve the event.

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

Attachments:

None

DP:aed



Monday, August 27, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of a request to award a bid to replace the clubhouse roof at the Twin Falls Golf Club to Lewis Roofing in the amount of \$33,740.

Time Estimate:

The staff presentation will take approximately 3 minutes. Following the presentations, we expect some time for questions and answers.

Background:

The clubhouse was originally built in 1986. The roof consists of two different types. One is steep angled cement tiles located along the outside edges. The middle section is almost flat and is a built up tar roof.

For many years, the ceiling inside the clubhouse has shown the effects of a leaking roof. The City Building Official, Dwaine Thomsen, inspected the roof and attic earlier this year. His recommendation was to replace all the cement tile roof sections with asphalt shingles and to have an engineer design a well drained middle section of the roof.

The City hired EHM Engineers to design the roof and handle the bidding procedure.

This project was estimated to be under \$50,000, so accordingly to State Code 67-2805, three written requests for bids describing goods or services desired need to be sent to at least three contractors. EHM Engineers submitted requests for bids from eight roofing contractors that were due on Thursday August 9th. Only one roofing contractor submitted a bid. EHM Engineers reviewed the bid and determined that Lewis Roofing has submitted a satisfactory bid in the amount of \$33,740.

Budget Impact:

There are no funds in the budget for this project. Staff recommends funding this project out of the contingency account. Staff did not budget for this project as an inspection after staff prepared the budget indicated a new roof was needed and staff wanted to rectify the problem before the winter season.

Regulatory Impact:

Approval of this request will allow the City to award the bid to Lewis Roofing to replace the roof at the Twin Falls Golf Club clubhouse.

Conclusion:

Staff recommends that the Council award the bid to replace the roof at the Twin Falls Golf Club clubhouse to Lewis Roofing in the amount of \$33,740

Attachments:

Lewis Roofing Bid

Proposal

Page No. _____ of _____ Pages



Residential • Commercial
 Re-Roofing • New Construction • Flat Roofs • Mobile Home Coatings
 Leak Repairs • Wind Damage • Shake • Shingle • Tile • Metal

OFFICE: (208) 735-1219

PROPOSAL SUBMITTED TO <i>Municipal Golf Course</i>		PHONE	DATE <i>7-17-12</i>
STREET <i>Grandview</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Twin Falls, ID.</i>		JOB LOCATION <i>Grandview Dr.</i>	
ARCHITECT <i>EHM</i>	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Labor + material for TEAR-off
 + Re-roof per specs.
 Steep slope assembly as follows

1. ICE + water shield at eaves on north slope
2. 30 LB feltex synthetic underlayment
3. All steep + counter flashings, style D
4. GAF Timberline cool series OR (30 yr. Certainteed Solaris shingles) low slope assembly

10 yr WARRANTY on All Labor + Leakage

26 ga gutter included in this bid per specs

1. 2" polyiso insulation
2. 1060 mil GAF TPO single-ply
3. Terminate under existing parapet cap OR at wall height approved by EHM
4. All boots + flashings

20 yr no dollar lim. + GAF warranty

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
Thirty Three Thousand Seven hundred forty — dollars (\$ *33,740*).
 Payment to be made as follows:
upon completion in full

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Roland Lewis*

Note: this proposal may be withdrawn by us if not accepted within *30* days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature _____

Signature _____



Date: Monday, August 27, 2012, Council Meeting
To: Honorable Mayor and City Council
From: Captain Bryan Krear, Twin Falls Police Department

Request:

Consideration of a request to amend Twin Falls City Code Sections 3-4-3, Qualifications, and 3-4-5(C), Records, regarding pawnshops, brokers and secondhand dealers.

Time Estimate:

Staff requests approximately 20 minutes. This would allow for the presentation and time to answer any questions the Council may have.

Background:

The current Twin Falls City Code Section 3-4-3 provides minimum qualifications needed by the applicant or other person in charge of the operation of the business in order to obtain a pawnbroker's license. The proposed amendment would require every applicant and every employee of an applicant to meet the minimum qualifications. The applicant and applicant's employee must provide fingerprints and other relevant information needed by the Police Department to conduct a background investigation in order to determine compliance with licensing requirements. Our Department has been fingerprinting applicants and their employees for the past 13 years.

Twin Falls City Code Section 3-4-5(C) directs pawnshop owners to record each pawn transaction on paper; those records are delivered to the Twin Falls Police Department on a weekly basis. For the past four years, pawnshops have been utilizing LeadsOnline.com to streamline the reporting of pawn transactions. LeadsOnline.com reduces paperwork for pawnshops and provides any participating law enforcement agency to check for stolen property. This change has been very positive for the businesses and law enforcement agencies. This new process eliminates the need for Twin Falls Police Department Records personnel to spend hours manually entering pawn transactions into our records management system.

Approval Process:

Approval by the City Council.

Budget Impact:

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

Regulatory Impact:

None

Agenda Item for August 27, 2012
From Captain Bryan Krear
Page Two

Conclusion:

The proposed amendment to City Code Section 3-4-3 will update this section to follow best practices and to reflect our current practice of fingerprinting and conducting background investigations on both the pawnbroker's license applicant and the applicant's employee in order to ensure that they meet qualification requirements.

In order to bring City Code 3-4-5(C) up-to-date to reflect current practices, we are requesting that the Council amend the code to allow for the reporting of pawn transactions to LeadsOnline.com within 24 hours of receipt instead of delivering their reports to the Police Department on a weekly basis. This process has proven to be more timely and efficient for both the businesses and law enforcement agencies.

Attachments:

1. Proposed Ordinance Amending City Code Sections 3-4-3 and 3-4-5(C)

BK:aed

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §3-4-3, TO REQUIRE MINIMUM QUALIFICATIONS FOR APPLICANTS AND EMPLOYEES, AND AMENDING TWIN FALLS CITY CODE §3-4-5(C), TO REQUIRE “LeadsOnline.com” REPORTING OF PROPERTY.

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

Section 1: That Twin Falls City Code §3-4-3 is amended as follows:

~~“3-4-3: QUALIFICATIONS FOR LICENSE:~~

~~Every applicant and every employee of an applicant shall meet~~ Every applicant and every employee of an applicant shall meet ~~The city clerk shall issue a pawnbroker's license if the applicant meets~~ the following minimum qualifications:

(A) ~~Must be~~ Must be ~~The applicant or other person principally in charge of the operation of the business is~~ over the age of eighteen (18) years.

(B) ~~Must~~ Must ~~The applicant or other person principally in charge of the operation of the business has~~ not have had a city pawnbroker's business license or similar permit or license revoked or suspended by the city or any other state or local agency within three (3) years prior to the date of the application.

(C) ~~Must~~ Must ~~The applicant or other person principally in charge of the operation of the business has~~ not have been convicted within the preceding five (5) years of:

1. Any felony or crime that would be deemed a felony according to the laws of the state.
2. Theft in any degree.
3. Obscene or lewd conduct.

(D) Must provide fingerprints and all other information needed by the Police Department to perform a background investigation, as provided for in §3-4-2(J).

(E) ~~(D)~~ The police department shall investigate the aforementioned qualifications of applicants or other persons principally in charge of the operation of the business for licenses pursuant to this Chapter and shall report to the City Clerk its recommendations. The City Clerk shall, if the applicant complies with the licensing requirements, issue a license to the applicant upon the payment of the proper fee.”

Section 2: That Twin Falls City Code §3-4-5(C) is amended as follows:

“3-4-5: RECORDS: ...

(C) Upon the purchase, pledge or receipt of any property or article said record shall be completed. ~~The original record shall be delivered on a weekly basis to the Police Department or at any time upon request by the Police Department.~~ One copy of said record shall be retained by said pawnbroker or secondhand dealer for a period of twelve (12) months from the date said form is completed. One copy of said record shall be provided to the seller, pledger, trader or consignor. No entry on such record shall be altered, erased, obliterated, or defaced, and all property described in the record shall be open to the inspection of any City police officer during business hours. Original records shall be free of any staples, tape or other items that may deface, obliterate, or damage said record. A complete and accurate description of the property shall be reported to “LeadsOnline.com” within twenty-four (24) hours of receipt.”

PASSED BY THE CITY COUNCIL,

, 2012.

SIGNED BY THE MAYOR

, 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK



August 27th 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration of a Dept. of Transportation Small Community Air Service Grant Offer in the amount of \$500,000.

Time Estimate: Approximately 5 minutes with additional time for questions

Background: On May 29th, the City Council approved an agreement with air service consultants Mead & Hunt to prepare an application for a grant award from the Dept of Transportation's Small Community Air Service Development Program. The Small Community Air Service Development Program (SCASPD) was first developed in 2001 to assist communities with small-hub and non-hub airports like Magic Valley Regional to improve their air service. The major objective of the Small Community Program is to help communities secure enhancements that will be responsive to their air transportation needs on a long-term basis after the financial support of the grant has ended. One of the most effective uses of these grants is through the use of revenue guarantees for an airline to expand or develop new service combined with a marketing initiative.

The Airport has partnered with the Chamber of Commerce and SkyWest Airlines to increase seat capacity to Salt Lake City. The project will include a \$500,000 airline revenue guarantee program to offset the cost of start-up for the airline. Additionally, the project will include a \$65,000 marketing campaign to help promote the additional service. The details are yet to be worked out; yet, the first order of business is to accept the grant offer from the DOT before the end of the month.

Approval Process: Acceptance of the grant offer will take a majority vote of the Council.

Budget Impact: This is a reimbursable grant program requiring the City to process payments and maintain accounting of the project. The airport has also budgeted \$10,000 in FY 13 marketing funds to assist with the marketing program developed by the Chamber of Commerce.

Regulatory Impact: The grant offer maintains the standard grant assurances associated with federal grants.

Conclusion: Staff recommends the City Council accept the grant offer and authorize the mayor to sign the agreement.

Attachments: Dept. of Transportation Small Community Air Service Grant Offer.

**GRANT AWARD AND AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF TRANSPORTATION
AND THE CITY OF TWIN FALLS, ACTING FOR THE COMMUNITY
OF TWIN FALLS, IDAHO, UNDER THE SMALL COMMUNITY AIR
SERVICE DEVELOPMENT PROGRAM**

WHEREAS, the City of Twin Falls (hereinafter referred to as the Sponsor), on behalf of the community of Twin Falls, Idaho, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement (Grant Agreement) to the Sponsor for a grant of up to \$500,000 to assist in the Sponsor's efforts to address the air service needs of the community. Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section E hereof.

THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. GENERAL CONDITIONS

1. The maximum obligation of the United States payable under this Grant Agreement shall be \$500,000.
2. Payment of the United States' share of the Total Project Cash Costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 49 CFR Part 18. Final determination of the United States' share may be based upon a final review of the Total Project Cash Costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Grant Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Agreement constitutes an obligation of federal funding. The grant awarded hereunder shall expire and the United States shall not be obligated to pay any part of the costs of the Grant Project unless the Sponsor signs this Grant Agreement on or before **August 31, 2012**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. If not signed and returned to DOT without modification by the Recipient on or before August 31, 2012, DOT may unilaterally terminate this Grant Agreement.
5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that such funds have been spent fraudulently, wastefully, or in violation of Federal

laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.

6. The Sponsor shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$500,000 or more in a year in Federal awards.
9. The provisions of 49 CFR Part 18.36 (DOT’s procurement standards for grants) shall apply to the extent that the Sponsor procures property and services in carrying out the Grant Project.

B. SPECIAL CONDITIONS

1. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT’s obligations hereunder, on 90 days’ prior written notice, unless otherwise agreed between the Sponsor and DOT, if any of the following occurs:
 - a. The Sponsor fails to provide the local contribution as provided in its Grant Application, or alternatives approved by DOT;
 - b. The Sponsor fails to provide the In-Kind Contributions as provided in its Grant Application, or alternative In-Kind Contributions approved in writing by DOT;
 - c. The Sponsor does not meet the conditions and obligations specified under this Grant Agreement;
 - d. DOT determines that termination is in the public interest.
2. Either Party may seek to amend or modify this Grant Agreement on 30 days’ prior written notice to the other Party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
3. At any time, on 30 days’ prior written notice, the Sponsor may request termination of this Grant Agreement.
4. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, this Grant Agreement will expire on December 31, 2015.

C. PROPOSAL SPECIFIC CONDITIONS

1. Sponsor: The City of Twin Falls, designated by the community of Twin Falls, Idaho, as the legal Sponsor under the Small Community Air Service Development Program, is a government entity that shall administer the Grant according to the terms and conditions set forth in this Grant Agreement.

Sponsor Contact:
Mr. Bill Carberry
Airport Manager
Magic Valley Regional Airport
492 Airport Loop
Twin Falls, ID 83301-0364
Phone: (208) 733-5215
Fax: (208) 736-1505
Email: bcarberry@tfid.org

2. Scope of the Grant Project

- Revenue guarantee and associated marketing to recruit, initiate, and support additional capacity and/or additional frequencies from Magic Valley Regional Airport to Salt Lake City, UT.

3. Funding

- a. Total Project Cash Costs: \$565,000
Federal Share: \$500,000 In-Kind Contribution: \$19,925
Local Share: \$65,000
- b. Payment by DOT shall not exceed \$500,000 for the Grant Project's Total Project Cash Costs, which are costs arising from the revenue guarantee and associated marketing for additional capacity and/or additional frequencies from Magic Valley Regional Airport to Salt Lake City, UT.
- c. The community will provide the In-Kind Contributions as described in its Grant Application, or alternative In-Kind Contributions approved by DOT, toward implementation of the Grant Project.
- d. The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT. If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.
- e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Grant Project set forth in paragraph b. above, and included in the Total Project Cash Costs set forth in paragraph a. above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a

monthly basis. DOT will reimburse the Sponsor on a monthly basis for **88.50 percent** of all valid expenditures submitted (the specific Federal share of Total Project Cash Costs is set forth in Section C.3.a and C.3.b above), subject to paragraph c. above and paragraphs f. and g. below. All reimbursement requests to DOT shall be made in accordance with the provisions of such regulations and procedures as DOT may prescribe and shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice.

- f. Payment of the final 10 percent of the Federal funding for the Grant Project will be made after receipt by DOT of the final report set forth in Section C.4 below.
- g. No reimbursement by DOT will be made until the Sponsor has provided DOT with a copy of the revenue guarantee/subsidy/financial incentive agreement, including the cost and revenue bases for the compensation required.
- h. At the sole option of DOT, funding may terminate twelve (12) months after the Execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier to provide additional air service to Salt Lake City from Magic Valley Regional Airport, unless otherwise agreed between the Sponsor and DOT.
- i. At the sole option of DOT, funding may terminate within six (6) months after execution of an agreement with an Air Carrier to provide additional air service to Salt Lake City from Magic Valley Regional Airport if the marketing program to support the service has not been developed and implemented, unless otherwise agreed between the Sponsor and the DOT.
- j. At the sole option of DOT, funding under this Grant Agreement may terminate if no additional air service to Salt Lake City by an Air Carrier has commenced from Magic Valley Regional Airport within twelve (12) months after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.
- k. If during the term of a revenue guarantee agreement, subsidy agreement, or other financial incentive agreement with the Community, the Air Carrier stops providing the agreed-upon service, DOT will only provide reimbursement to the Grant Recipient for the actual service provided by the Air Carrier under the relevant agreement.
- l. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- m. All requests for reimbursement must be made by the Grant Recipient within 60 calendar days after the date of expiration (see Section B.4) of this Grant Agreement.
- n. All expenses for this Grant Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.
- o. Should this Grant Agreement be terminated prior to the expiration date provided herein, DOT reserves the right to require that the Sponsor return

to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports

- a. Grant Project reports, including progress on milestones as set forth in paragraph b. below, shall be reported to DOT on a quarterly basis, with reports due to DOT as follows: January 15 for the First Quarter, April 15 for the Second Quarter, July 15 for the Third Quarter, and October 15 for the Fourth Quarter. **The first Grant Project report is due on January 15, 2013.**
- b. Project reports shall include the following: (i) brief narrative detailing the status of the Grant Project and the progress being made towards the scope of the Grant Project described in Section C.2; (ii) status report on the hiring of any consultants in conjunction with implementation of the Grant Project; (iii) status report on progress toward completion of the In-Kind Contributions committed to implementation of the Grant Project, including documentation evidencing that In-Kind Contributions were made; (iv) status report on all marketing or promotional activities undertaken; (v) status report on contract negotiations with Air Carriers, including any revenue guarantee/subsidy/financial incentive agreements; and (vi) status report on contract negotiations with other third parties.
- c. Final report (in a format to be provided by DOT) of the Sponsor's assessment of the Grant Project shall be made to DOT within three months after expiration of this Grant Agreement or conclusion of the Grant Project, whichever occurs earlier.

5. Sponsor Obligations

- a. Within six (6) months following the date of execution of an agreement with an Air Carrier for service at the community, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
- b. The Sponsor shall, within 15 calendar days after their execution, provide DOT with a copy of all agreements executed between the Community and any consultants, Air Carriers, or other parties with respect to the Grant Project. The Sponsor shall, within 15 calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.
- c. The Sponsor shall provide evidence on a quarterly basis as set forth in Section C.4 above, to demonstrate the progress that it has made toward securing the Third-Party In-Kind Contributions per Section C.3.a above

and as described in its Grant Application, or alternative Third-Party In-Kind contributions approved by DOT.

- d. The Sponsor shall ensure that the obligations set forth in this Grant Agreement are met. Failure to do so may result in termination of the Grant Agreement by DOT.

D. ASSURANCES

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto. The Assurances are integral parts to this Grant Agreement and are deemed to be incorporated by reference into this Grant Agreement.

E. DEFINITIONS

Air Carrier: A United States-certificated air carrier undertaking to provide air transportation, including, without limitation, scheduled and unscheduled air carriers, regional air carriers, commuter air carriers, and air taxi operators.

Assurances: This term shall have the meaning ascribed to it in Section D of this Grant Agreement.

Community: All parties identified in the Grant Application as participating in the Grant Project, including the Sponsor.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of this Grant Agreement by DOT and the Sponsor.

Federal Share: Federal funds authorized for use by the Grant Recipient in implementing the Grant Project.

Grant Agreement: This written agreement between DOT and the Sponsor describing the scope of the Grant Project and setting forth the terms and conditions of the Community's participation in the Small Community Air Service Development Program, and incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entirety; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) DOT Order 2012-5-8 in its entirety.

Grant Application: The complete document submitted to DOT by the Community in Docket DOT-OST-2012-0069, including any information submitted in the docket as confidential material.

Grant Project: The scope of the project set forth in Section C.2 of this Grant Agreement.

Grant Recipient: Community receiving the SCASDP grant, including the Sponsor.

In-Kind/Third-Party In-Kind Contribution: Property or services that benefit the Grant Project and that are contributed by non-Federal third parties without charge to the Grant Recipient or a cost-type contractor under the Grant Agreement.

Local Share: Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions).

Party: DOT and/or the Sponsor, as the context indicates.

Proposal: A proposed project described by the Community in its Grant Application.

Quarter or Quarterly: Calendar quarter. Reports or other information required for submission on a quarterly basis are due no later than 15 calendar days after the close of the calendar quarter.

Small Community Air Service Development Program (SCASDP): A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21), Pub. L. No. 106-181, as amended by Vision 100—The Century in Aviation Reauthorization Act, Pub. L. No. 108-176, and codified in Title 49 U.S.C. § 41743.

Sponsor Obligations: Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Sponsor: A government entity and legal sponsor of the Grant Recipient that agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the Grant Project.

Total Project Cash Costs: Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions). Total Project Cash Costs are described in Sections C.3.a and C.3.b of this Grant Agreement.

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. § 41743 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2012.

(SEAL)

United States Department of Transportation

Aloha Ley
Associate Director
Small Community Air Service Development
Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2012.

(SEAL)

City of Twin Falls
Twin Falls, Idaho

By: _____
Signature of Sponsor's Designated Official Representative

Printed Name

Title

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of _____.
Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor’s official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Assurances, constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor’s Attorney

Date

Printed or Typed Name

Telephone

**OFFICE OF THE SECRETARY
DEPARTMENT OF TRANSPORTATION**

**TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION ON THE
BASIS OF DISABILITY IN FEDERALLY-ASSISTED PROGRAMS
AND ACTIVITIES RECEIVING OR BENEFITING FROM
FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the
Air Carrier Access Act of 1986)

49 CFR Parts 21 and 27 and 14 CFR Parts 271 and 382

_____ (the Grant Recipient) HEREBY AGREES THAT,
(Name of Grant Recipient)

I. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply: with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d--42 U.S.C. 2000d-4; all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 21.7(a) and Title 14, Code of Federal Regulations, Section 271.9(c).

II. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Air Carrier Access Act of 1986 (49 U.S.C. 1374(c)); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, Title 14, Code of Federal Regulations, Part 382, Nondiscrimination on the Basis of Handicap in Air Travel; and other pertinent directives so that no otherwise qualified person with a disability, be excluded from participation in, be denied the benefits of, be discriminated against by reason of such handicap in the provision of air transportation, or otherwise be subjected to discrimination under any program for which the Recipient receives Federal financial assistance

from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 27.9 and Title 14, Code of Federal Regulations, Sections 271.9(c) and 382.9.

III. It will promptly take any measures necessary to effectuate this Grant Agreement. The Recipient further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors in interest will comply with all requirements imposed or pursuant to the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

IV. These assurances obligate the Recipient for the period during which Federal financial assistance is extended. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

V. These assurances are given for the purpose of obtaining Federal grant assistance under the Small Community Air Service Development Program and are binding on the Recipient, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal grant assistance in the Small Community Air Service Development Program. The person or persons whose signatures appear below are authorized to sign this Grant Agreement on behalf of the Grant Recipient.

VI. In addition to these assurances, the Recipient agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, or the Air Carrier Access Act of 1986; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (*i.e.*, whether it is still pending or how it was resolved).

Date

Legal Name of Grant Recipient

By:

Signature of Authorized Official

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Title

Grant Recipient

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD
UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM**

- A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grant recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
 - (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [] if there are workplaces on file that are not identified here.

Grant Recipient Signature

Date

SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

GRANT ASSURANCES

Certification. The Grant Recipient hereby assures and certifies, with respect to this grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant Project, including, but not limited to the following:

1. General Federal Requirements.

Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq. Airport Assurances (9/99)
- c. Hatch Act - 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469a through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 92-583, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- k. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- l. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- m. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- n. Power Plant and Industrial Fuel Use Act of 1978 - Section 403 - 42 U.S.C.8373.
- o. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- p. Copeland Anti-kickback Act - 18 U.S.C. 874.
- q. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- r. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- s. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- t. Section 404 of the Clean Water Act, as amended.

Executive Orders

Executive Order 13513 – Text Messaging While Driving (see attached clause entitled “Financial Assistance Policy to Ban Text Messaging While Driving”)

Executive Order 11246 - Equal Employment Opportunity

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 – Flood Plain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.

- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- d. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- e. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- f. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- h. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- i. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
- c. A-102 - Grants and Cooperative Agreements with State and Local Governments.
- d. Any other applicable OMB Circular based upon the specific grant recipient.

The Sponsor shall ensure that any use of airport funds in conjunction with this Grant Project comply fully with all regulations and policies of the Federal Aviation Administration for use of those funds. Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Grant Recipient.

It has legal authority to apply for the grant, and to finance and carry out the Grant Project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the Grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the Grant Application and to provide such additional information as may be required.

3. Funds Availability. It has sufficient funds available for that portion of the Grant Project costs that are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement that it will own or control.

4. Preserving Rights and Powers.

a. It will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the DOT, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the sponsor. This shall be done in

a manner acceptable to the DOT.

5. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant Project accounts and records that fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Grant Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Grant Project supplied by other sources, and such other financial records pertinent to the Grant Project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7507).

b. It shall make available to the DOT and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The DOT may require that a recipient conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the Grant Project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on the Grant Project funded under this grant agreement that involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141 et seq.), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

7. Economic Nondiscrimination. In any agreement, contract, lease, or other arrangement under any Grant Project funded under this grant agreement and for which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the Grant Recipient will insert and enforce provisions requiring the contractor to (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

8. Engineering and Design Services. It will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the Grant Project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 1101-1104) or an equivalent qualifications-based requirement prescribed for or by the Grant Recipient.

10. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

11. Buy America. In accordance with DOT annual appropriations restrictions, funds provided under this award must be expended consistent with Sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c, popularly known as the “Buy American Act”). In accepting this award, the Grant Recipient agrees to comply with such provisions and to review the provisions of the Act to ensure that all expenditures made under this award are consistent with such Act.

Grant Recipient

Signature of Authorized Grant Recipient Official

Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

2 C.F.R. Part 1200, 49 C.F.R. Part 32

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered

transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Affiliation

Title

Date

**OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED
TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion -- Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Title

Affiliation

Date



August 27th, 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration to Reject Bids for the Airport Snow Removal Equipment Bldg and Re-bid the Project.

Time Estimate: Approximately 5 minutes with additional time for questions

Background: Back in June of 2011, the City Council approved a request to move ahead with the design and bidding for the construction of a 16,000 sq ft airport snow removal equipment and maintenance bldg. Roger Laughlin, a local architect, and Riedesel Engineering are working with the Airport on the project.

On July 19th the airport held a bid opening for the construction of an airport snow removal equipment bldg. All of the five (5) bids received were in excess of the engineers estimate and above the budget for the project.

After consulting with the architect and engineer, a list of design amendments were developed to reduce the cost of the project for a re-bid in the fall. This is more fully discussed in the attached letter from the Project Manager, Kent Atkin.

Approval Process: To reject all bids and move to re-bid the project will require a majority vote of the Council.

Budget Impact: The work involved to amend the bldg design and bid documents will not incur any additional cost to the contract with Riedesel Engineering.

Regulatory Impact: There is no regulatory impact that I am aware of.

Conclusion: Staff recommends the City Council reject all bids for the construction of the airport snow removal equipment bldg and re-bid the project.

Attachments: Project Manager's bid report and recommendation.



August 22, 2012

Bill Carberry, Airport Manager
Joslin Field Magic Valley Regional Airport
P. O. Box 4169
Twin Falls, ID 83301

RE: Joslin Field Magic Valley Regional Airport
2012 Snow Removal Equipment Storage (SRE) Building Project – Bid Recommendation
AIP 3-16-0036-032

Dear Mr. Carberry:

Enclosed is a copy of the bid tabulation, for the 2012 Snow Removal Equipment Storage (SRE) Building Project. Five bids were received, the following is a recap of the bids along with the engineers estimate. Bids include a Base Bid with two Deductive Alternates. Deductive Alternative #1 removes asphalt paving and Deductive Alternative #2 removes a 28' x 80' bay.

<u>Snow Removal Equipment (SRE) Storage Building Project</u>				
<u>Contractor</u>	<u>Base Bid</u>	<u>Ded. Alt. #1</u>	<u>Ded. Alt. #2</u>	<u>Bid (Less Alts)</u>
Starr Corporation.	\$1,982,750.00	\$61,750.00	\$45,000.00	\$1,876,000.00
Stanley Associates	\$2,172,728.52	\$69,621.50	\$64,465.00	\$2,038,642.02
Hayes Construction	\$2,020,295.89	\$72,195.50	\$90,296.18	\$1,857,804.21
Raymond Construction	\$2,363,499.00	\$65,650.00	\$38,800.00	\$2,259,049.00
CK Construction	\$2,110,000.00	\$29,997.50	\$64,000.00	\$2,016,002.50
<i>Engineer's Estimate</i>	<i>\$1,661,035.50</i>	<i>\$58,500.00</i>	<i>\$175,000.00</i>	<i>\$1,427,535.00</i>

The bids range from \$1,982,750 to \$2,363,499, the lowest bid was \$382,000 (23% over the Engineer's Estimate).

We researched several options to determine a plan of action. We contacted bidding contractors to interview and discuss what items could be removed or modified to reduce costs and keep a functioning SRE building. The contractors expressed very similar opinion on what drove the costs of the building.

During discussion with Jackie Fields, City Engineer, negotiation was brought up as a possible option. This option was researched and possibilities were discussed with Fritz Wonderlich, City Attorney. Mr. Wonderlich recommended rejecting the bids and rebidding the project.

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

PO Box 782
Meridian, ID 83680
208/898-9165
Fax 208/734-2748

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

1845 Terminal Drive, Suite 150
Richland, WA 99352
509/946-3559
Fax 509/946-3554

Mr. Bill Carberry
Joslin Field, Magic Valley Regional Airport
8/22/2012
Page 2

Attachment "A" identifies modifications that can reduce construction costs up to \$460,000. These items can be removed/modified for a rebid. In order to get the best prices we recommend advertising in December with construction to start in March depending on weather.

Based on open the bids, the FAA recommend accepting a grant offer by the end of the month to cover the project cost. By accepting a grant offer will secure the funding for a December rebid. The grant will cover engineering, building costs, administration costs and the wildlife management plan.

We are recommending rejecting the current bids and rebid the project with modifications. By modifying the plans, we believe the project can be completed within budget and achieve a good, quality building for the future of the Airport, City and County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Kent Atkin', with a long horizontal flourish extending to the right.

M. Kent Atkin, P.E.
Project Engineer

Cc: Andrew Edstrom, FAA

Attachment A

SRE BUILDING COST REDUCTION

GOAL: \$400,000.00 of removed work items

* Concrete Sealer Suggest basic sealer	\$17,000.00
* Asphalt Paving Eliminate	\$60,000.00
* Masonry Eliminate and use instead 4'-0" high concrete walls Use CMU veneer at front	\$23,000.00
* Metal Building, Reduction Reduce roof pitch 1 in 12, use manufactures metal Eliminate overhangs.	\$50,000.00
* Concrete Aprons (existing 20 feet) Reduce to 10 feet	\$15,000.00
* Windows, eliminate in storage area Office only	\$12,000.00
* Front Overhang entrance Eliminate overhang entrance	\$6,000.00
* Interior FRP Panels and Trim Walls to be painted	\$8,500.00
* Mechanical Eliminate ground source, replace with infrared gas tube	\$175,000.00
* Earth Work – eliminated for ground source heat	\$75,000.00
* Lighting Change LED lighting to conventional fluorescent	\$18,000.00



August 27, 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration of a Grant Offer from the FAA for the Construction of an Airport Snow Removal Equipment Bldg and the Development of a Wildlife Hazard Management Plan.

Time Estimate: Approximately 5 minutes with additional time for questions

Background: Typically the FAA makes grant offers based on bids received for a project. The council has recently awarded a bid to Ricondo & Associates for the development of a required FAA Wildlife Hazard Management plan for the amount of \$19,700. This amount is incorporated into the pending grant offer. The larger project, the construction of the Snow Removal Equipment bldg, will be re-bid in the fall. The July bid opening received five (5) bids but all of them were over the engineer's estimate and the budget for the project. With this consideration, the FAA Project manager is comfortable in preparing a grant offer based on reasonable estimates for the project and has recommended that the City and County of Twin Falls accept a grant offer in the amount of \$1,658,262 at this time. The funding is available for the grant currently, and with the next possibility for a grant being in 2013, the FAA feels it would be wise to secure funding for the project now.

As was discussed in the companion staff report regarding a re-bid of the Bldg project, our consulting engineer, Kent Atkin, is also recommending the City move ahead and accept the grant award at this time in preparation of re-bidding and awarding a construction contract in December.

Approval Process: Acceptance of the grant offer will take a majority vote of the City Council

Budget Impact: The Airport has the required 6.25% match budgeted in the airport construction fund which is equally funded by the City and County.

Regulatory Impact: The grant offer consists of the standard grant assurances with Federal grants

Conclusion: Staff recommends the City Council accept the grant offer in the amount of \$1,658,262 and authorize the Mayor to sign the award.

Attachments: FAA Grant Award Offer



Grant Agreement
Part 1 – Offer

Joslin Field - Magic Valley Regional Airport

Twin Falls, Idaho

Date of Offer: [Click here to enter a date.](#)

Project Number: 3-16-0036-033

Contract Number: DOT-FA12NM-0064

To: County and City of Twin Falls, Idaho (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated 8/22/2012, for a grant of Federal funds for a project at or associated with the Joslin Field - Magic Valley Regional Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Construct snow removal equipment building (Phase 2); Wildlife Hazard Plan

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 93.75 percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

Part I - Conditions

- 1) The maximum obligation of the United States payable under this Offer shall be \$1,658,262.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$	0.00	For planning
\$	1,658,262.00	For airport development or noise program implementation

Please note that this grant offer may be funded all or in part, with funds from the Small Airport Fund.

- 2) The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.
- 3) Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4) The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

- 5) The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
- 6) This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before August 31, 2012, or such subsequent date as may be prescribed in writing by the FAA.
- 7) The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8) The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9) Trafficking in persons:
 - a) **Provisions applicable to a recipient that is a private entity.**
 - i) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - ii) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - (a) Associated with performance under this award; or

- (b) Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- b) **Provision applicable to a recipient other than a private entity.**
- i) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
- (a) Associated with performance under this award; or
- (b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c) **Provisions applicable to any recipient.**
- i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- ii) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
- (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
- (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) **Definitions. For purposes of this award term:**
- i) "Employee" means either:
- (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- iii) "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (b) A for-profit organization.
- iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10) Central Contractor Registration and Universal Identifier Requirements

- a) Requirement for Central Contractor Registration (CCR)
 - i) Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- b) Requirement for Data Universal Numbering System (DUNS) Numbers
 - i) If you are authorized to make subawards under this award, you:
 - (1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- c) Definitions
 - i) For purposes of this award term:
 - (1) Central Contractor Registration (*CCR*) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
 - (2) Data Universal Numbering System (*DUNS*) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - (a) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (b) A foreign public entity;
 - (c) A domestic or foreign nonprofit organization;
 - (d) A domestic or foreign for-profit organization; and

- (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (4) Subaward:
- (a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- (5) Subrecipient means an entity that:
- (a) Receives a subaward from you under this award; and
 - (b) Is accountable to you for the use of the Federal funds provided by the subaward.
 - (c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

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Special Conditions

- 1) It is understood and agreed that the County of Twin Falls, Idaho and the City of Twin Falls, Idaho authorized the execution of the Application for Federal Assistance dated August 22, 2012 and Standard DOT Title VI Assurances dated August 22, 2012, on their behalf by William Carberry, Airport Manager, and that they jointly and severally adopted and ratified the representations and assurances contained therein; and that the word "Sponsor" as used in the project application and other assurances is deemed to include the County of Twin Falls, Idaho and the City of Twin Falls, Idaho.
- 2) It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable development and land project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. If the increase in project costs is attributable to planning items, the maximum United States obligation may not be increased. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
- 3) In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a) may not be increased for a planning project;
 - b) may be increased by not more than 15 percent for development projects;
 - c) may be increased by not more than 15 percent for land projects.
- 4) Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 5) The Sponsor shall provide for an annual audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall provide one copy of the completed A-133 Audit to the FAA Airports District Office and

three copies of the audit to: Federal Audit Clearinghouse, Bureau of the Census, 1201 10th Street, Jeffersonville, IN 47132.

- 6) Letter of Credit/DELPHI eInvoicing. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked. The sponsor further agrees to transition from the letter of credit payment system to the Delphi eInvoicing payment system when required by the FAA.
- 7) Financial Reporting Requirements. The Sponsor agrees to submit a Federal Financial Report (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report. The sponsor further agrees to submit an Outlay Report and Request for Reimbursement (FAA Form SF-271) or Request for Advance or Reimbursement (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.
- 8) Final Payment. The Sponsor understands and agrees that in accordance with 49 USC 47111 no reimbursement totaling more than 90% of the estimated Federal share for a project will be made until the Final Financial Closeout documentation has been received and reviewed by the FA.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By _____
Carol Suomi, Manager, Seattle Airports District Office

Part II - Acceptance

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

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2012
County of Twin Falls, Idaho

By _____
Sponsor's Designated Official Representative

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ this _____ day of _____ 2012.

Signature of Sponsor's Attorney

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

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2012
City of Twin Falls, Idaho

By _____
Sponsor's Designated Official Representative

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ this _____ day of _____ 2012.

Signature of Sponsor's Attorney



A-133 Single Audit Certification Form

The Single Audit Act of 1984, implemented by OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) establishes audit requirements for State and local governments that receive Federal aid. State or local governments (City, County, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

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

Airport Sponsor Information:

_____	_____
Sponsor Name	Fiscal/Calendar Year Ending
_____	_____
Airport Name	
_____	_____
Sponsor's Representative Name	Representative's Title
_____	_____
Telephone	Email

Please check the appropriate line(s):

- We are subject to the A-133 Single Audit requirements (expended \$500,000 or more in **total** Federal funds for the fiscal/calendar year noted above) and are taking the following action:
 - The A-133 single audit for this fiscal/calendar year has been submitted to the FAA.
 - The A-133 single audit for this fiscal/calendar year is attached.
 - The A-133 single audit report will be submitted to the FAA as soon as this audit is available.
- We are exempt from the Single Audit A-133 requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____	_____
Signature	Date

Return to: FAA, Seattle Airports District Office
1601 Lind Avenue SW, Suite 250
Seattle, WA 98057-3356



Date: Monday, August 27, 2012
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

Request:

Consideration of a request to reject the 2012 Hankins Pump Station Generator and Pump Project bid by Hills Construction Inc. and award the project to Irminger Construction, Inc. of Boise Idaho, in the amount of \$568,481.00.

Time Estimate:

The staff presentation will take approximately 10 minutes.

Background:

On August 9th, 2012 bids were opened for the 2012 Hankins Pump Station Generator and Pump Project. The Hankins Pumps station is located on Hankins Road, North of Kimberly Road. The work includes the installation of an additional Pump to maintain fire flows and increase water supply to the southeast industrial zone including Chobani and the installation of a backup generator to provide power to the pump station in case of utility power failure.

Two bids were received with the apparent lowest bid coming from Hills Construction, Inc. in the amount of \$455,800.00. In reviewing Hills Construction's bid, JUB Engineers noted two errors.

Section 13.03 of the bid documents indicates that: "A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign." The evidence of authority to sign was not included with the bid submittal.

In the Bid Schedule, the "Pay Item Reference" for Mobilization references section 2010.4.1.A.1, which says: "Payment shall be on a lump sum basis and shall not exceed five (5) percent of the contract amount of the base bid schedule." Hills Construction's Bid unit price for Mobilization exceeded 5%.

Article 19.01 of the bid documents indicate that the City "...reserves the right to waive all informalities not involving price, time, or changes in the Work..."

In accordance with Article 19.01, the City is given the right to waive the evidence of authority to sign, but is not given the right to waive informalities involving bid prices.

Article 19.01 also states that the City, "...reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids." Since the City cannot waive technicalities involving price, the only apparent option is to reject Hills Construction Inc.'s nonconforming bid.

Due to schedule requirements included in the City's agreement with Chobani to provide water for their development, there is a high risk that rebidding the project could result in the City not completing the required work in time to meet its obligations to Chobani.

Approval Process:

A majority vote of the Council.

Budget Impact:

The City entered into an agreement with Agro-Farma and the Urban Renewal Agency(URA) where URA agreed to allocate \$3.5 million to the construction of the Kimberly/Eastland Water Extension project and the Hankins Pump and

Generator project and the City agreed to construct the work. An additional \$500,000 ICDBG grant has also been awarded to the City for the Hankins Pump and Generator Project. Approval of this project enables the URA and City to continue to execute the obligations of the development agreement.

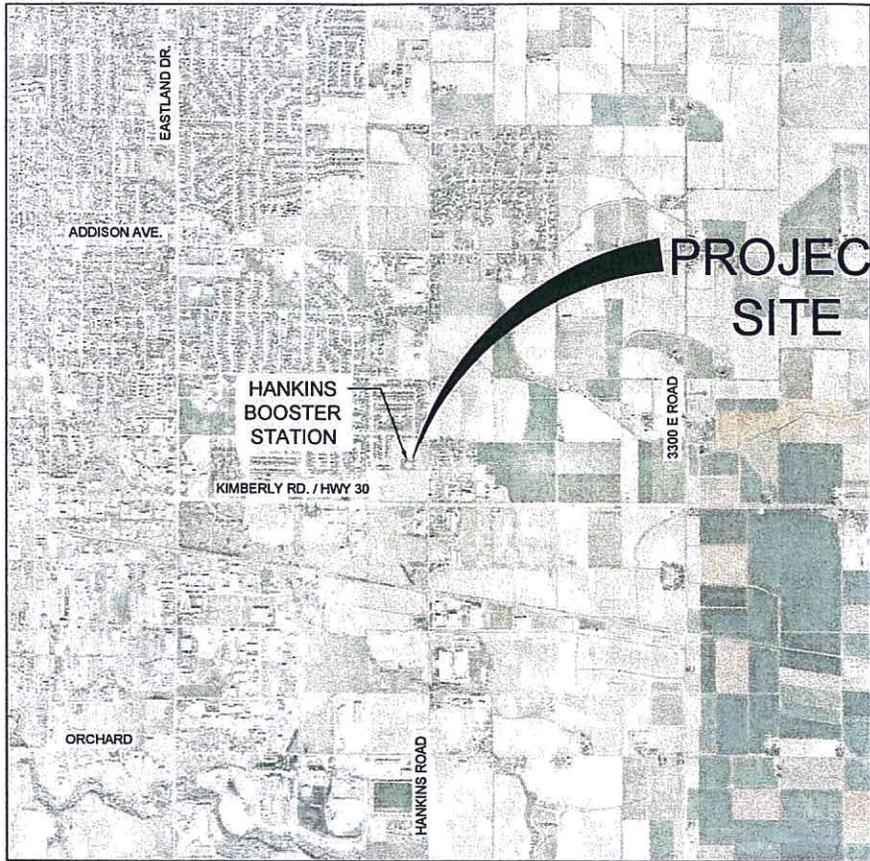
Conclusion:

Staff recommends that City Council reject the Hills Construction Bid due to their Mobilization price exceeding what the contract documents allow and not submitting "evidence of authority" with the bid as required.

Staff recommends that the City Council award the 2012 Hankins Pump Station Generator and Pump Project to Irminger Construction Inc. in the amount of \$568,481.00.

Attachments:

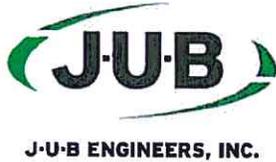
1. Vicinity Map
2. JUB Engineers summary & recommendation
3. Bid Tabulation



**PROJECT
SITE**

VICINITY MAP

1" = 2000'



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

August 24, 2012

Lee Glaesemann, P.E.
City of Twin Falls
324 Hansen Street East
Twin Falls, ID 83301

RE: City of Twin Falls 2012 Hankins Pump Station Generator and Pump Bid Opening & Award Recommendation

Dear Lee:

On August 9, 2012, Bids were opened for the City of Twin Falls 2012 Hankins Pump Station Generator and Pump project. A total of two Bids were received and opened. Enclosed is a Bid Tabulation summarizing the unit prices and total Bid amount for each Bidder. Following is a summary of the Bid results:

Contractor	Bid Schedule
Hills Construction, Inc.	\$455,800.00
Irminger Construction, Inc.	\$568,481.00
Engineer's Estimate	\$507,000.00

Per the Bidding Documents, the basis of award for the project will be on the Bid that is lowest in total price, conforms to all the material terms and conditions of the Bidding Documents, and is in the best interest of the Project. A review of the Bid from the apparent low Bidder, Hills Construction, Inc. (Hills) indicates their Bid has two discrepancies from the Bidding Documents:

1. The Bid Form and Article 13.03 of the Instructions to Bidders (Document 00200) requires Hills to submit "evidence of authority" to sign their Bid. However, "evidence of authority" to sign was not provided with their Bid.
2. In the Bid Schedule (Article 5.01 of the Bid Form, Document 00410), the "Pay Item Reference" for Mobilization references Section 2010.4.1.A in the Technical Specifications, which states "Payment shall be on a lump sum basis and shall not exceed five (5) percent of the contract amount of the base bid schedule." Hills unit bid amount of \$27,250 for Mobilization exceeds five percent of the total Bid amount.

According to Article 19.01 in the Instructions to Bidders (Document 00200), the "Owner also reserves the right to waive all informalities not involving price, time, or changes in the work...". Article 19.01 also states the "Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids".

Given the preceding information, in our opinion it appears the City has a couple options for moving forward:

1. Declare the Bid from Hills non-responsive per Article 19.01 due to the discrepancies and award the project to the Bidder that is next lowest in total price, conforms to all the material terms and conditions of the Bidding Documents, and is in the best interest of the Project. Based on a review of the Bids, Irminger Construction, Inc. has submitted the next lowest Bid, appears to have completed the required Bidding documents, and holds the appropriate Idaho Public Works Contractor Licenses.
2. Reject all the Bids and re-bid the project. However, this approach has the risk that the City may not complete the Hankins pump station improvements within the schedule established with Chobani to provide water for their development.

Based on consultation with City staff and legal counsel, it is our opinion the City should proceed with declaring Hills Bid non-responsive and award the project to Irminger Construction, Inc. If you have any questions or need additional information, please contact me or Gary Haderlie, P.E. at 208-733-2414.

Sincerely,
J-U-B ENGINEERS, Inc.



Mark Holtzen, P.E.

Enclosures:

- Bid Tabulation
- Notice of Award

Cc (Email): Jackie Fields, P.E., City of Twin Falls
Gary Haderlie, P.E., J-U-B ENGINEERS, Inc.

PROJECT: City of Twin Falls
2012 Hankins Pump Station Generator and Pump

BID DATE: August 9, 2012

ENGINEER: J-U-B Engineers, Inc.
115 Northstar Ave.
Twin Falls, Idaho 83301

PAY ITEM REFERENCE	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Engineers Estimate		Hills Construction, Inc.		Irminger Construction, Inc.	
						Murray, UT		Boise, ID	
2010.4.1.A.1	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$27,250.00	\$27,250.00	\$10,000.00	\$10,000.00
SP-2125.1.5	Mechanical Improvements	1	LS	\$30,000.00	\$30,000.00	\$20,450.00	\$20,450.00	\$30,000.00	\$30,000.00
SP-2125.1.6	Pump and Motor	1	LS	\$100,000.00	\$100,000.00	\$73,100.00	\$73,100.00	\$125,000.00	\$125,000.00
SP-2125.1.7	Electrical Improvements	1	LS	\$50,000.00	\$50,000.00	\$49,900.00	\$49,900.00	\$90,481.00	\$90,481.00
SP-2125.1.8	Standby Generator & Transfer Switch	1	LS	\$270,000.00	\$270,000.00	\$250,500.00	\$250,500.00	\$262,500.00	\$262,500.00
SP-2125.1.9	Site Work	1	LS	\$30,000.00	\$30,000.00	\$33,900.00	\$33,900.00	\$50,000.00	\$50,000.00
SP-2125.1.10	Project Sign	1	LS	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$500.00	\$500.00
Total Bid:					\$507,000.00	\$455,800.00			\$568,481.00

Note:

- This table is a tabulation of the unit prices and total prices received from Bidders during the bidding process. It does not indicate nor convey the responsiveness of the Bid.***

NOTICE OF AWARD

Date: _____

Project: 2012 Hankins Pump Station Generator and Pump	
Owner: City of Twin Falls	Owner's Contract No.:
Contract: 2012 Hankins Pump Station Generator and Pump	Engineer's Project No.: 60-12-025
Bidder: Irminger Construction, Inc.	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i> 3473 Brookside Lane Boise, Idaho 83714	

You are notified that your Bid dated August 9, 2012 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the City of Twin Falls 2012 Hankins Pump Station Generator and Pump project as specified in the Contract Documents.

The Contract Price of your Contract is five hundred sixty-eight thousand, four hundred eighty-one and 00/100 Dollars (\$568,481.00).

Three copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents, including additional ICDBG required documentation.
2. Deliver with the executed Contract Documents the Contract Security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01). The Contractor should be aware that Insurance information shall be submitted and approved prior to starting the Work.
3. Other conditions precedent:
You are required to return an acknowledged copy of this Notice of Award to the Owner.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Twin Falls
Owner

By: _____
Authorized Signature

Title

Copy to Engineer



Date: Monday, August 27, 2012
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

Request:

Consideration of the Council to review and affirm its decision to award the 2012 Hankins Pump Station Generator and Pump Project to a bidder other than the apparent low bidder.

Time Estimate:

The staff presentation will take approximately 10 minutes.

Background:

State Statute 67-2805(3)(a)(ix) requires that if the Council awards a bid to a bidder other than the apparent low bidder, the Council must declare its reason on the record and communicate it in writing to the bidders. JUB, as an agent of the City, has notified Hills Construction Inc., the apparent low bidder, and they have responded in accordance with State Statute 67-2805(3)(a)(x).

Hills Construction Inc. disputes the determination of the City to reject their bid and award to the next bidder.

In essence, Hills Construction Inc. claims:

1. The total bid is the "basis" for the award. (No Contract Reference Provided)
2. The unit prices on the bid form are not final and binding and may be adjusted through the use of a "schedule of values" Reference GC 2.05.A.3 & GC 2.07
3. The Bid Form does not provide for the 5% restriction to Mobilization.
4. Evidence of Authority to sign the bid was apparent, after the bid, additional evidence was provided and the City has the right to waive the Evidence of Authority requirement.

These claims have been considered and further support of the City's previous decision follows:

1. Article 5 – Basis of Bid, (the bid form), states: "5.01 Bidder will complete the Work in accordance with the Contract Documents **for the following unit price(s)**" (Emphasis added). In the instructions to Bidders, Article 14 – Basis of Bid; Evaluation of Bids, also States: "14.01 Unit Price – A. Bidders shall submit a Bid **on a Unit Price Basis** for each item of Work listed in the Bid Form." (Emphasis added)
2. The Schedule of Values has nothing to do with the Award process. In the contract definitions, the Schedule of Values "is used as the basis for reviewing the Contractor's Application for Payment." General Condition GC-2.05.A (Which includes GC-2.05.A.3 as a sub-heading) describes the submittal of a Contractor's Preliminary Schedules, including their "Schedule of Values" that must be submitted within 10 days AFTER the Effective Date of the Agreement. GC-2.07 describes adjusting schedules submitted under GC-2.05.A, but as described previously, the schedules are listed as being submitted after the Effective Date of the Agreement. Special Provision SP-2125 indicates that a "Schedule of Values" be submitted at the preconstruction meeting, which is also after the Effective Date of the Agreement.
3. The bid form specifically lists "Pay item Reference" 2010.4.1.A.1 for Mobilization. Section 2010.4.1.A in the contract documents is where the 5% restriction is listed and it further specifies that 2010.4.1.A.1 is to be the Bid Schedule Payment Reference.

4. After Bids were submitted, Hills Construction Inc. provided "evidence of authority" to sign the bid. Article 19.01, indicates that the City has the right to waive this requirement, but without the right to waive informalities involving price, a waiver is unnecessary.

Approval Process:

In accordance with State Statute 67-2805(3)(a)(x), the City Council "shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth it's reason or reasons therefor."

Budget Impact:

The City entered into an agreement with Agro-Farma and the Urban Renewal Agency(URA) where URA agreed to allocate \$3.5 million to the construction of the Kimberly/Eastland Water Extension project and the Hankins Pump and Generator project and the City agreed to construct the work. An additional \$500,000 ICDBG grant has also been awarded to the City for the Hankins Pump and Generator Project. Affirming the award of contract enables the URA and City to continue to execute the obligations of the development agreement.

Conclusion:

Staff recommends that the City Council affirm its prior award of the 2012 Hankins Pump Station Generator and Pump Project to Irminger Construction Inc. due to Hills Construction Inc's Mobilization price exceeding contract allowance and lack of sufficient "Evidence of Authority" submitted with their bid as was required.

Attachments:

1. JUB notification letter to Hills Construction Inc.
2. Hills Construction Inc.'s Attorney's letter to JUB Engineers



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

August 16, 2012

Burke Hills
Hills Construction, Inc.
4154 S. 300 W.
Murray, UT 84107

**RE: City of Twin Falls 2012 Hankins Pump Station Generator and Pump
Bid Opening & Award Recommendation**

Dear Mr. Hills:

On August 9, 2012, Bids were opened for the City of Twin Falls 2012 Hankins Pump Station Generator and Pump project. The Bidding Documents and procedures for evaluation of the Bids are specified in the *Instructions to Bidders*. Based on a review of Idaho Statutes and the Bidding Documents, your Bid does not meet the requirements to be considered a responsive conforming Bid.

In particular, two errors or omissions appear in your Bid:

First, your mobilization value listed under pay item reference 2010.4.1.A.1, is beyond that which is allowed. ISPWC Technical Specification Section 2010.4.1 states that payment for this Bid item amount “...shall not exceed five (5) percent of the contract amount of the base bid schedule.” Your unit bid amount of \$27,250 for mobilization exceeds five percent of your total Bid.

Second, the Bid Form and Article 13.03 of the *Instruction to Bidders* requires “evidence of authority” to sign the Bid. This was not provided.

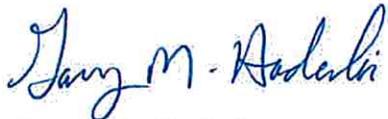
Article 19.01 in the *Instructions to Bidders* designates that the “OWNER ... reserves the right to waive all informalities not involving price...” (Emphasis added) The Owner is not given the right to waive informalities involving price in the Contract Documents.

Article 19.01 also states that the “OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids”. Since the City cannot waive technicalities involving price, the City’s only apparent option is to exercise its right to reject Hills Construction Inc.’s nonconforming Bid.

F:\Projects\JUB\60-12-025-City_of_TF-2012_Hankins_Pump_Station_Generator_&_Pump_Project-Design_&_Bidding_Services\Text\Bid_Docs\Bid and Award\Letter_Hills_Nonresponsive Bid_8-16-12.docx

Upon rejection of Hills Construction Inc.'s Bid, the City will consider awarding the Contract to the next lowest Bidder. In accordance with Idaho Statute 67-2805(3)(a)(ix), this is your notice of the City's intent to award to the next lowest Bidder.

Sincerely,
J-U-B ENGINEERS, Inc.



Gary Haderlie, P.E.

Cc (Email): Jackie Fields, P.E., City of Twin Falls
Lee Glaesemann, P.E., City of Twin Falls
Mark Holtzen, P.E., J-U-B ENGINEERS, Inc.



A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

ROBERT F. BABCOCK
KENT B. SCOTT
BRIAN J. BABCOCK³
JASON H. ROBINSON⁴
JUSTIN E. SCOTT
CODY W. WILSON²
D. SCOTT DEGRAFFENRIED¹
JEFFREY R. HANDY

¹ ALSO ADMITTED IN ARIZONA
² ALSO ADMITTED IN COLORADO
³ ALSO ADMITTED IN IDAHO
⁴ ALSO ADMITTED IN WYOMING

WASHINGTON FEDERAL PLAZA
505 EAST 200 SOUTH, SUITE 300
SALT LAKE CITY, UTAH 84102

TELEPHONE 801.531.7000
FACSIMILE 801.531.7060

WWW.BABCOCKSCOTT.COM

BRIAN J. BABCOCK
Attorney at Law
brian@babcockscott.com

August 22, 2012

Via U.S. Mail, Fax (208-733-9455) & Email

Gary Haderlie, P.E.
J-U-B ENGINEERS, INC.
115 Northstar Avenue
Twin Falls, ID 83301

**Re: City of Twin Falls 2012 Hankins Pump Station Generator and Pump
Bid Rejection Dispute**

Dear Mr. Haderlie:

This office is counsel to Hills Construction, Inc. ("Hills Construction"). This letter is in response to your letter dated August 16, 2012 regarding the above referenced project ("Project") and the determination of the City of Twin Falls ("Twin Falls") that the bid submitted by Hills Construction was rejected as "nonresponsive." As you are aware, Hills Construction disputes this finding. **In accordance with Idaho Statute 67-2805(3)(a)(x), please consider this letter as formal notice of Hills Construction's challenge of this determination by Twin Falls.** If this letter needs to be addressed to someone other than yourself, please forward the same to that person or notify this office immediately the identity and contact information of the proper person. For the reasons set forth herein, Hills Construction is the lowest responsible and responsive bidder for the Project and is entitled to be awarded the Project.

On August 9, 2012, Twin Falls opened the bids for the Project. It is undisputed that Hills Construction submitted the lowest bid. Twin Falls subsequently determined that Hills Construction's bid was nonresponsive for the following two reasons:

- 1) The mobilization value stated in the Bid Form was in excess of 5%; and
- 2) The Bid Form signed by an authorized representative of Hills Construction lacked evidence of authority.

Hills Construction believes that it fully complied with the requirements of the Bid Form submission and, if not, any irregularities or informalities may be waived by Twin Falls pursuant to the provisions of the Project.

First, the Project which was bid is a lump sum amount. Hills Construction's bid of \$455,800 remains the basis for the awarding of the contract and that price would not, and will not change. The fact that one of the subparts to the lump sum amount may need to be revised when the final pay schedule of values is negotiated with Twin Falls does not create a basis to reject the bid nor support a determination of nonresponsive. The subparts listed on the Bid Form are not final and binding on the parties, but only a frame work for the ultimate determination and agreement of a final schedule of values. The final schedule of values is only reached upon negotiations between Twin Falls and Hills Construction. This exercise, which is clearly set forth in 2.05.A.3 of the general conditions, states that Hills Construction would be required to provide "within 10 days after the Effective Date of the Agreement" a preliminary schedule of values for the Project engineer to review. Thereafter according to 2.07, the engineer would have 10 days to review the schedule and make changes to the schedule. Thereafter, the contractor would have "an additional 10 days to **make corrections and adjustments** and to resubmit the schedules." (Emphasis added). As you can see from this process, the preliminary subparts listed on the Bid Form are not the controlling number. It is the overall lump sum bid which is binding upon the submitting contractor. Any proposed schedule of values is negotiated after the award including any "correction" or "adjustment" as provided by the general conditions.

Further, the Bid Form itself does not provide for this restriction. If such a restriction was to be placed upon the bidding contractors as it related to its initial submission, it would have to specifically state that in the Bid Form. Again, it does not. The 5% restriction of the total sum for mobilization referred to and relied upon by Twin Falls, as stated above, only deals with the payment provision after the final schedule of values has been reached.

As to the second issue raised, Hills Construction's Bid Form was signed by an authorized representative of the company. The bid is signed by Burke Hills. He lists "President" as his title. The signature is attested by another individual. The Hills Construction, Inc. corporate seal is stamped on the signature page. All of this provides evidence of the authority. Notwithstanding this evidence, Hills Construction has provided to you a copy of Minutes for Annual Stockholders Meeting providing additional evidence confirming the authority of Burke Hills to sign on behalf of the corporation.

In summary, Hills Construction has properly complied with the requirements of the Bid Form in its submission for the Project. It is the lowest responsible and responsive bidder for the Project and should be awarded the Project. If as a result of the inconsistent interpretation of the 5% mobilization restriction and the amount of evidence necessary to establish corporate authority Twin Falls believes there is need for clarification, Twin Falls has the "right to waive all informalities not involving price, time, or changes to the Work and to negotiate contract terms with the Successful Bidder." (See Article 19.01). Again, these issues raised by Twin Falls do

Gary Haderlie, P.E.
J-U-B ENGINEERS, INC.
August 22, 2012
Page 3 of 3

not, and will not involve any changes to the price (the lump sum of the bid will not change) and would be dealt with as Twin Falls negotiates "contract terms with the Successful Bidder."

It is clearly in the best interests of Twin Falls to award this Project to Hills Construction since it is the lowest responsible and responsive bidder. None of the other bidders are unfairly disadvantaged by waiving, if necessary, any informality. Further, Twin Falls would realize cost savings by awarding the Project to Hills Construction.

If you have any questions or comments regarding this letter and the position taken by Hills Construction, please let me know. Hills Construction looks forward to working with Twin Falls and proceeding with this Project to a successful completion. We look forward to your response.

Respectfully,

BABCOCK SCOTT & BABCOCK, P.C.



Brian J. Babcock, Esq.

cc: Hills Construction, Inc.
Jackie Fields, P.E., City of Twin Falls (by email)
Lee Glaesemann, P.E., City of Twin Falls (by email)
Mark Holtzen, P.E., J-U-B Engineers, Inc. (by email)