

COUNCIL MEMBERS:

SHAWN	DON	SUZANNE	GREGORY	JIM	REBECCA	CHRIS
BARIGAR	HALL	HAWKINS	LANTING	MUNN, JR.	MILLS SOJKA	TALKINGTON

Vice Mayor

Mayor



AGENDA

Meeting of the Twin Falls City Council
September 17, 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: **Constitution Week 2012**
 Diane M. Greene, Chapter Regent, Twin Falls Chapter NSDAR
 September 16, 2012, American Legion Day

	Purpose	By:
I. CONSENT CALENDAR:	<u>Action</u>	Staff Report
1. Consideration of accounts payable for September 11-17, 2012.		Sharon Bryan
2. Approval of a wine and beer license for Persian Kebab, LLC, 669 Blue Lakes Blvd. North, Twin Falls, Idaho.		Sharon Bryan
3. Approval of a wine and beer license for Kiwi Fish 'N' Chips & Meat Pies, 778 Falls Avenue, Twin Falls, Idaho.		Sharon Bryan
II. ITEMS FOR CONSIDERATION:		
1. Formal swearing in of the Twin Falls Police Department's newest Police Officer, Anthony Gratzer. Chief Pike requests that Mayor Greg Lanting administer the Oath of Office.	Action	Brian Pike
2. Consideration of a request to award the bid on the Quail Ridge trail paving project to Stutzman Inc.	Action	Dennis Bowyer
3. Request to begin the 2013 capital project, "Water Facility Plan."	Action	Jon Caton
4. Consideration of a request to purchase real property located at 119 S. Park Ave. West to be used as the Public Works Complex.	Action	Jon Caton
5. Consideration of a request to make capital allocations in FY 2012 with realized savings in the Capital Fund.	Action	Travis Rothweiler
6. Public input and/or items from the City Manager and City Council.		
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:		
IV. PUBLIC HEARINGS: <u>6:00 None</u>		
V. ADJOURNMENT:		

****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.**

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

Proclamation



CONSTITUTION WEEK 2012

WHEREAS, September 17, 2012, marks the two hundred and twenty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, GREG LANTING, Mayor of the City of Twin Falls, Idaho, do hereby proclaim September 17 through 23, 2012, to be

CONSTITUTION WEEK

In the City of Twin Falls, and ask our citizens to affirm the ideals the framers of the Constitution had in 1787.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Mayor Gregory Lanting

Deputy City Clerk Leila A. Sanchez
Date: September 17, 2012

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

Proclamation



American Legion

WHEREAS, the American Legion was chartered by Congress in 1919 on September 16th as a wartime veterans organization based on the four pillars of Veterans Affairs & Rehabilitation, National Security, Americanism, and Children & Youth; and

WHEREAS, over the years, the American Legion has become a preeminent community-service organization which now numbers more than 2.5 million members — men and women — in over 14,000 American Legion posts worldwide working a variety of programs that support the four pillars and benefit our nation's veterans, its service members, their families, the youth of America and its citizens; and

WHEREAS, the members of the American Legion are dedicated to upholding the ideals of freedom and democracy, while working to make a difference in the lives of fellow Americans; and

WHEREAS, the 2012 observance of American Legion Day provides an opportunity to recognize Legionnaires in our community for their many contributions to our community;

NOW, THEREFORE, I, Greg Lanting, Mayor of the City of Twin Falls, Idaho, do hereby proclaim September 16, 2012, as

THE AMERICAN LEGION DAY

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Mayor Gregory Lanting

Deputy City Sharon Bryan

Date: September 17, 2012



Date, 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan

Request: Approval of a Wine and Beer license for Persian Kebab LLC, 669 Blue Lakes Blvd. North, Twin Falls, Idaho

Time: Consent Calendar

Background: Application to serve on premise wine and beer.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the license

Attachments: License Application.



ALCOHOL LICENSE APPLICATION

BUSINESS NAME PERSian Kebab LLC STATE LICENSE # 13126

(Please attach a copy of your state license)

DOING BUSINESS AS Restaurant

BUSINESS ADDRESS 669 blue lakes BLVD. N

LEGAL DESCRIPTION OF PLACE OF BUSINESS _____

Lot _____ Block _____ Subdivision _____

MAILING ADDRESS 669 blue lakes BLVD. N

CONTACT PERSON Afskin Zahroony PHONE # (208) 320 74 26

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

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 2010** tendered herewith is the license fee of \$ _____ . (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL () PARTNERSHIP (X) CORPORATION ()

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

NAME: Afskin Zahroony RESIDENCE: Twin Falls, ID

NAME: Ramin Zahroony RESIDENCE: Twin Falls, ID

NAME: Iman Zahroony RESIDENCE: Twin Falls, ID

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: _____ ADDRESS: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION _____

PLACE OF INCORPORATION OR ORGANIZATION _____

PRINCIPAL PLACE OF BUSINESS IN IDAHO _____

OWNER OF PREMISES (Please Print) Steven Fender

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

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT _____ Afshin Zahroony

NAME (Please Print) Afshin Zahroony BIRTHDATE: 11-11-1985

RESIDENCE OF APPLICANT Twin Falls, ID

LENGTH OF RESIDENCE IN IDAHO two years

SIGNATURE OF APPLICANT _____ Ramin Zahroony

NAME (Please Print) Ramin Zahroony BIRTHDATE: 8-8-1987

RESIDENCE OF APPLICANT Twin Falls, ID

LENGTH OF RESIDENCE IN IDAHO three years

SIGNATURE OF APPLICANT _____ Iman Zahroony

NAME (Please Print) Iman Zahroony BIRTHDATE: 8-4-1990

RESIDENCE OF APPLICANT Twin Falls, ID

LENGTH OF RESIDENCE IN IDAHO two years

SIGNATURE OF APPLICANT _____ Bana Fsheh Zahroony

NAME (Please Print) Bana Fsheh Zahroony BIRTHDATE: 11-23-1988

RESIDENCE OF APPLICANT Twin Falls, ID

LENGTH OF RESIDENCE IN IDAHO two years

Subscribed and sworn to before me this 27th day of July, 2012.



Darin Parke

Notary Public for Idaho
Residing at: Twin Falls Idaho
Notary Expiration Date: 08-18-2017

CITY STAFF USE ONLY:

APPROVALS:

PLANNING AND ZONING: Yes No DATE: 9/12/12

COMMENTS: see attached

POLICE DEPT: Yes No DATE: 09/10/12

COMMENTS: _____

CITY CLERK: Yes No DATE: 9/12/12

COMMENTS: _____

Sharon Bryan - Re: Persian kebab

From: Kelly Weeks
To: Bryan, Sharon
Date: 9/12/2012 8:15 AM
Subject: Re: Persian kebab
CC: Carraway, Renee; Strickland, Lisa

The P&Z Commission signed the SUP last night at the meeting. There are no concerns.

Thanks

Kelly

>>> Sharon Bryan 9/12/2012 8:13 AM >>>

They have applied for a Beer and Wine license at 669 Blue Lakes Blvd North. Do you have any concerns as to why they should not be approved? Thanks, Sharon

State of Idaho Idaho State Police

Cycle Tracking Number: 60149

Premise Number: 2T-13126 License Year: 2013
Retail Alcohol Beverage License License Number: 13126

This is to certify, that Persian Kebab LLC
doing business as: Persian Kebab

is licensed to sell alcoholic beverages as stated below at: 669 BlueLakes Blvd N, Twin Falls, Twin Falls County

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


Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No	
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	Yes	\$0.00
Wine by the bottle	Yes	\$100.00
Wine by the glass	Yes	\$100.00
Multipurpose arena	No	
TOTAL FEE:		\$250.00

PERSIAN KEBAB LLC
PERSIAN KEBAB
669 BLUE LAKES BLVD N
TWIN FALLS, ID 83301
Mailing Address

License Valid: 07/19/2012 - 06/30/2013
Expires: 06/30/2013



Director of Idaho State Police



Date, 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan

Request: Approval of a Beer and Wine license for Kiwi Fish & Chips and Meat Pies, 778 Falls Avenue, Twin Falls, Idaho

Time: Consent Calendar

Background: Application to serve on premise Beer and Wine.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the license

Attachments: License Application.



ALCOHOL LICENSE APPLICATION

BUSINESS NAME Kiwis fish-n-Chips & Meat Pies STATE LICENSE # _____
 (Please attach a copy of your state license)
 DOING BUSINESS AS Kiwis fish-n-Chips & Meat Pies
 BUSINESS ADDRESS 778 Falls Ave
 LEGAL DESCRIPTION OF PLACE OF BUSINESS Full Service Restaurant
 Lot 9 Block 10 Subdivision Peters Sub
 MAILING ADDRESS 1506 E. 4300 N. Buhl, ID 83316
 CONTACT PERSON KATHRYN AITCHISON PHONE # _____

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

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 2010** tendered herewith is the license fee of \$ _____ . (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL () PARTNERSHIP (_____) CORPORATION (_____)

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

NAME: _____ RESIDENCE: _____
 NAME: _____ RESIDENCE: _____
 NAME: _____ RESIDENCE: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: _____ ADDRESS: _____
 TITLE: _____
 NAME: _____ ADDRESS: _____
 TITLE: _____
 NAME: _____ ADDRESS: _____

TITLE: _____
NAME: _____ ADDRESS: _____
TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION _____

PLACE OF INCORPORATION OR ORGANIZATION 778 Falls Ave

PRINCIPAL PLACE OF BUSINESS IN IDAHO Twin Falls, IDAHO

OWNER OF PREMISES (Please Print) Jayne Sturtevant

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

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT Kathryn Aitchison

NAME (Please Print) Kathryn Aitchison BIRTHDATE: 6-4-62

RESIDENCE OF APPLICANT 1506 E. 4300 N. Buhl, ID 83316

LENGTH OF RESIDENCE IN IDAHO 21

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

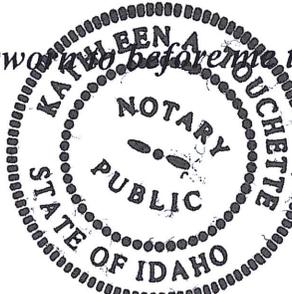
SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

Subscribed and sworn to before me this 12th day of September, 2012.



Kathleen A. Bouchette

Notary Public for Idaho

Residing at: TWIN FALLS, ID

Notary Expiration Date: 10-28-15

CITY STAFF USE ONLY:

APPROVALS:

PLANNING AND ZONING: Yes ✓ No _____ DATE: 9/12/12

COMMENTS: _____

POLICE DEPT: Yes gww No _____ DATE: 09/12/12

COMMENTS: _____

CITY CLERK: Yes ✓ No _____ DATE: 9/12/12

COMMENTS: _____

State of Idaho

Idaho State Police

Cycle Tracking Number: 58944

Premise Number: 2T-12769

Retail Alcohol Beverage License

License Year: 2013

License Number: 12769

This is to certify, that Kathryn Aitchison

doing business as: Kiwi's Fish-N-Chips & Meat Pies

is licensed to sell alcoholic beverages as stated below at: 778 Falls Ave, Twin Falls

County

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

Signature of Licensee, Corporate Officer, LLC Member or Partner

KATHRYN AITCHISON
KIWI'S FISH-N-CHIPS & MEAT PIES
1506 E 4300 N
BUHL, ID 83316
Mailing Address

Liquor No

Beer Yes \$50.00

On-premise consumption Yes \$0.00

Keqs to go No

Restaurant Yes \$0.00

Wine by the bottle No

Wine by the glass Yes \$100.00

Multipurpose arena No

TOTAL FEE: \$150.00

License Valid: 07/19/2012 - 06/30/2013

Expires: 06/30/2013

Kathy Russell
Director of Idaho State Police



Date: Monday, September 17, 2012, Council Meeting

To: Honorable Mayor and City Council

From: Chief Brian Pike

Request:

Formal swearing in of the Twin Falls Police Department's newest Police Officer, Anthony Gratzner. Chief Pike requests that Mayor Greg Lanting administer the Oath of Office.

Time Estimate:

The presentation will take approximately five minutes.

Background:

Anthony Gratzner was hired by the Twin Falls Police Department on August 27, 2012, as a full-time Police Officer.

Anthony was born in Twin Falls, grew up in Jerome, and graduated from Jerome High School. Anthony attended the College of Southern Idaho Law Enforcement Program and successfully completed that program in 2008.

Prior to his employment with the Twin Falls Police Department, Anthony was employed by Best Buy and the Union Pacific Railroad as a conductor prior to his completion of the Law Enforcement Program. Anthony then began his law enforcement career with the Jerome County Sheriff's Office as a Patrol Deputy and served in that capacity for over three and one-half years.

Anthony received his Peace Officer Standards and Training Council (POST) Basic Certification in January 2010.

Approval Process:

N/A

Budget Impact:

Approval of this request will not impact the City budget.

Regulatory Impact:

N/A

Conclusion:

Chief Pike would like to formally swear in Police Officer Anthony Gratzner to his new position with the Twin Falls Police Department.

Attachments:

None



Monday, September 17, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of a request to award the bid on the Quail Ridge trail paving project to Stutzman Inc.

Time Estimate:

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

Background:

Part of the requirements for the developers of Quail Ridge Estates was to install a gravel trail from their subdivision toward the existing trail on the south side of Dierkes Lake. The developers set aside a certain amount of funds to pay for the construction of the trail; the City wanted to have the trail connect with the existing trail around Dierkes Lake and agreed to pay for the additional cost to extend the trail further. The developers paid \$32,290 and the City paid \$20,309 for the construction of the gravel trail to connect with the existing trail south of Dierkes Lake; this trail was dedicated in July of 2010. The City agreed that they would fund the paving of the trail within three years.

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. City staff developed bid specifications for this project and emailed the bid package to three contractors (PMF Inc, Stutzman Inc, and Valley Paving) that were due on Tuesday September 4th at 5:00pm. Stutzman Inc. submitted the only bid. Staff reviewed the bid and determined that Stutzman Inc. has submitted a satisfactory bid in the amount of \$47,488.00.

Budget Impact:

Staff recommends funding this project out of the reserves from the Shoshone Falls/Dierkes Lake account.

Regulatory Impact:

Approval of this request will allow the City to award the bid to Stutzman Inc. to pave the Quail Ridge trail.

Conclusion:

Staff recommends that the Council award the bid for this project to Stutzman Inc. in the amount of \$47,488.00.

Attachments:

Aerial Map of trail





DATE September 17, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, Public Works Director

Request:

I would like the Council to consider a request to begin the 2013 capital project, "Water Facility Plan".

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The City's existing water facility plan needs to be updated. Over the past 5 years, the city's water right situation, leadership and overall strategies have changed and are currently evolving. The water facility plan is an important document that helps guide and shape the future of our community, it is imperative for this document to reflect the planned goals and strategic plan of its leaders. J-U-B engineers has been contracted to help guide the city through the process. They have provided a scope of work that can be expanded to more fully address the city's strategic plan, as necessary. J-U-B's cost for the currently proposed scope of work is \$193,140. There is room within the budget, nearly \$57,000 to allow for additional services if necessary.

Approval Process:

This agenda item will require council approval.

Budget Impact:

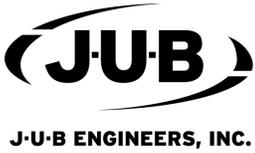
This project was approved as part of the 2013 Water Fund Budget and has an available budget of \$250,000.

Regulatory Impact:

NA

Attachment:

Twin Falls 2013Water FP Update-Agreement



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 60-12-070
J-U-B Project Manager: Mark Holtzen

This Agreement entered into and effective this ____ day of ____ 2012, between City of Twin Falls, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: update their Water System Facilities Plan hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and J-U-B, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, 2) appropriate professional interpretations of all of the foregoing, 3) environmental assessment and impact statements, 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws, and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: Water demand data, water quality data, and additional information as necessary.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1. Name	<u>Jackie Fields, P.E.</u>	Work telephone	<u>208-735-7273</u>
Address	<u>324 Hansen Street East</u>	Home/cell phone	_____
	<u>Twin Falls, ID 83301</u>	FAX telephone	<u>208-736-2293</u>
	_____	E-mail address	<u>jfields@tfid.org</u>

For J-U-B:

1. Name	<u>Mark Holtzen, P.E.</u>	Work telephone	<u>208-733-2414</u>
Address	<u>115 Northstar Avenue</u>	Cell phone	<u>208-308-4681</u>
	<u>Twin Falls, ID 83301</u>	FAX telephone	<u>208-733-9455</u>
	_____	E-mail address	<u>mholtzen@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

J-U-B assumes no responsibility to perform work not listed as Services.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

- Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$10,000 to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
- No
- Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
- No

Other work that J-U-B performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is "Additional Services". Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis.

File Folder Title: Twin Falls, City of - 2013 Water System Facilities Plan Update

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Twin Falls

NAME
P.O. Box 1907

STREET
Twin Falls, ID 83303-1907

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

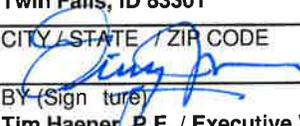
BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
115 Northstar Avenue

STREET
Twin Falls, ID 83301

CITY / STATE / ZIP CODE


 BY (Signature)
Tim Haener, P.E. / Executive Vice President

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Electronic Documents Reuse Provisions
- Standard Exhibit B** – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/09

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

J-U-B shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds J-U-B harmless from the actions and omissions of CLIENT and third parties involved in the Project.

J-U-B shall not be required to sign any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions whose existence J-U-B cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with J-U-B or payment of any amount due to J-U-B in any way contingent upon J-U-B signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.

Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of J-U-B whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without J-U-B's written consent. Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall indemnify and hold J-U-B harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by J-U-B to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A – Electronic Documents Reuse** Provisions apply to this Agreement.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give J-U-B control over contractor(s) work; nor, shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B – Construction Phase Services** apply to this Agreement.

OPINIONS OF COST

Since J-U-B has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable total Project costs and construction, if any, are to be made on the basis of J-U-B's experience and qualifications, and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid, in addition to any other remedies at law or equity, an allowance as determined by J-U-B,

including but not limited to: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the Project and J-U-B's Basis of Fee for Services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total combined liability of J-U-B, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of J-U-B's fees paid on this Agreement. Such causes include, but are not limited to, J-U-B's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall J-U-B be liable for any incidental, indirect or consequential damages.

J-U-B's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to J-U-B by J-U-B's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of J-U-B's insurance policies applicable thereto.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from J-U-B through third parties.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide for J-U-B's right to enter the property owned by the CLIENT and others in order for J-U-B to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LEGAL FEES

In the event of any action brought by J-U-B to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

SUCCESSORS AND ASSIGNS

CLIENT and J-U-B and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor J-U-B may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR
City of Twin Falls
2013 Water System Facilities Plan Update**

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee.

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services', executed between CLIENT and J-U-B to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The City of Twin Falls owns and operates a municipal water supply, storage, and distribution system that serves a population of approximately 44,000 people. In October 2009, J-U-B ENGINEERS, Inc. (J-U-B) completed a Water System Facilities Plan for the City. The Facilities Plan included an evaluation of the water system and recommendations for improvements necessary to provide a safe and reliable system that meets the current and future residential, commercial, industrial, irrigation, and fire protection needs of the community. The Facilities Plan also addressed alternatives for compliance with the arsenic drinking water standard promulgated by the U.S. Environmental Protection Agency (EPA) in January 2001. As a result of the Facilities Plan, the City constructed several upgrades to the water system, including a new pump station, South Well blending facilities, transmission pipelines, and storage tank modifications.

The City has also recently experienced significant industrial growth in the southeast area of the community. As a result, the City is constructing additional water transmission mains, distribution mains, and pump station and storage tank modifications to accommodate this growth. Our understanding is the City desires to continue encouraging future industrial development and to provide the water system capacity to support this growth. Furthermore, the City continues to expect seasonal fluctuations and long-term declines in their existing groundwater supplies.

With increasing demand and decreasing supplies, the City is concerned whether their existing water supplies and storage, pumping, and distribution systems will meet their current and projected community potable water needs. As a result, they are interested in identifying the additional infrastructure required to meet their short- and long-term water system needs.

This Scope of Services includes the preparation and submittal of an update to the 2009 Water System Facilities Plan, generally described as follows:

- Update the description and evaluation of the existing water system components to reflect recent infrastructure improvements.
- Update the water quality data for the wells and arsenic blending facilities.
- Update the existing and projected water supply and demand.
- Update the hydraulic water distribution model.
- Master plan for the distribution system within the water system service area.
- Evaluate and plan for the water supply, storage, pumping, and distribution systems.
- Develop capital and annual costs for improvement alternatives.
- Select preferred improvement alternatives and develop a Capital Improvement Plan for phasing and implementation of the alternatives.

The Facilities Plan Update will be prepared in general accordance with IDEQ's Water Pollution Control State Revolving Loan Fund (SRF) and Grant Program to allow the City to pursue SRF and / or other state and federal funding in the future. The Facilities Plan Update will be a stand-alone report that is independent of the 2009 document. An updated Environmental Information Document (EID) will not be prepared under this Scope of Services.

PART 1 - SCOPE OF SERVICES

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 001 – WATER SYSTEM FACILITIES PLAN

1. Evaluation of Existing Conditions

a. Evaluation of Planning Area Conditions

- (i) To comply with IDEQ's SRF program requirements, update the description of the existing Planning Area environment, including:
- i. Physiography, topography, geology, and soils.
 - ii. Surface and groundwater hydrology.
 - iii. Flora, fauna, and natural communities.
 - iv. Housing, industrial, and commercial development.
 - v. Cultural resources.
 - vi. Utility use.
 - vii. Wetlands and floodplains.
 - viii. Wild and scenic rivers.
 - ix. Public health and water quality.
 - x. Important farmland protection.
 - xi. Proximity to sole source aquifers.
 - xii. Land use and development.
 - xiii. Climatic data.
 - xiv. Air quality and noise.
 - xv. Energy production and consumption.
 - xvi. Socioeconomic profile.

- (ii) Review CLIENT's existing Comprehensive Plan, Land Use Plan, and Strategic Plan (currently being updated). Future growth conditions (i.e., density, growth patterns, etc.) and the boundaries of the Water Service Area will be based on the plans in effect at the date of this Agreement and discussions with the CLIENT. Attend two (2) meetings with the CLIENT to review these plans.

b. Summary of Existing Water System

- (i) Provide an updated description of the existing water system components to reflect infrastructure changes implemented since the 2009 Water System Facilities Plan, including the water supply wells, storage tanks, pump stations, distribution system, arsenic blending facilities, disinfection system, and control system.
- (ii) Update an existing AutoCAD file of the water system based on Record Drawings of recent improvements (provided by CLIENT), GIS information, and CLIENT's and J-U-B's knowledge of the system.

- (iii) To comply with IDEQ's SRF program requirements, provide updates on the CLIENT's cross-connection program, backflow protection program, latest IDEQ sanitary survey, and latest consumer confidence report.
- C. Evaluation of Existing Supply and Demand
 - (i) Compile and analyze updated water supply and demand data (2009 through 2012), as provided by the CLIENT, including:
 - i. Analyze the supply data to evaluate long-term and seasonal trends in the CLIENT's source waters, including the Blue Lakes Wells/Springs, South Wells, and Hankins Wells.
 - ii. Summarize updates to the Blue Lakes springs (e.g., dye testing, filling rock crevices, flow measurement weir, etc.) since the 2009 Water System Facilities Plan.
 - iii. Estimate the existing system average day, maximum day, peak hour, and per-capita demands, including seasonal and long-term weekly demand curves.
 - iv. For input to the computerized hydraulic model, evaluate water meter data provided by the CLIENT (2008 through 2012) to estimate average day and peak day water demands for:
 - 1. Developments with and without pressure irrigation.
 - 2. Developments with "low", "medium", and "high" densities.
 - 3. Commercial and industrial developments.
 - d. Evaluation of Historical Water Quality
 - (i) Compile and analyze updated water quality data (2009 through 2012) from each of the CLIENT's existing water supply wells, as provided by the CLIENT.
 - (ii) Identify compliance and excursion events for the existing primary and secondary drinking water standards.
 - e. Evaluation of Existing Water Rights
 - (i) Provide a summary update of the existing water rights for each of the CLIENT's existing water supply wells.
 - f. Evaluation of Existing Water System
 - (i) Provide an opinion of the condition, capacity, limitations, and performance of the existing water system components under current demand conditions, including:
 - i. Review historical problems or areas of high maintenance in the water system with CLIENT. One (1) meeting with CLIENT is anticipated.
 - ii. Ability of existing water supplies to meet current water demands.
 - iii. Ability of existing storage tanks to meet current equalization, emergency, and fire flow demands.
 - iv. Ability of existing pump stations to meet current water demands.
 - v. Evaluate the capacity of the existing distribution and transmission mains under existing demand conditions with the computerized hydraulic model.
 - vi. Evaluate back-up power supply needs.
 - vii. Evaluate the existing disinfection facilities.

- (ii) Prioritize the existing water system facilities most in need of replacement or rehabilitation under existing water demand conditions.

2. Evaluation of Future Conditions

a. Growth Projections and Future Planning Area

- (i) The Facilities Plan will generally consider a 20-year planning period from 2012 to 2032. A 40-year planning period will be considered for the distribution system.
- (ii) Estimate future residential, commercial and industrial growth in the Planning Area based on historical growth patterns; City strategic, comprehensive and land use plans; building permit and water service hook-up data; discussions with the CLIENT, and other data sources (e.g., U.S. Census Bureau). Attend one (1) meeting with the CLIENT to review growth projections and patterns.
- (iii) Delineate the geographical boundaries of a Water Service Area that can reasonably and physically be served by the CLIENT's water system over a 20-year planning period.

b. Supply and Demand Projections

- (i) Update long-term and seasonal supply projections for the CLIENT's water sources based on the most recent data, including the Blue Lakes Wells/Springs, South Wells, and Hankins Wells.
- (ii) Estimate future average day, maximum day, peak hour, and per-capita demands based on potential residential, commercial, and industrial growth projections; seasonal and long-term weekly demand curves from the existing data; and other demand assumptions provided by the CLIENT.

c. Evaluation of Existing Water System Under Future Demand Conditions

- (i) Provide an opinion of the condition, capacity, limitations, and performance of the existing water system components under future demand conditions, including:
 - i. Ability of existing water supplies to meet future water demands.
 - ii. Ability of existing storage tanks to meet future equalization, emergency, and fire flow demands.
 - iii. Ability of existing pump stations to meet future water demands.
 - iv. Evaluate the capacity of the existing distribution and transmission mains under future 20-year and 40-year demand conditions with the computerized hydraulic model.
 - 1. Develop preliminary distribution system routing and sizing for future expansion based on land use plans, population growth, topography, section lines, service areas, and major roads. This task will not evaluate specific potential future development configurations or layouts, but will provide 20 percent meander factor to account for variations in final alignments.
 - v. Evaluate back-up power supply needs.
 - vi. Evaluate disinfection system needs.
- (ii) Identify and discuss potential future regulatory impacts on the CLIENT's water system.
- (iii) Prioritize the existing water system facilities most in need of replacement or rehabilitation under future water demand conditions.

3. Development and Screening of Alternatives

a. Water Supply

- (i) Develop and evaluate improvement alternatives to address current and planning period water supply needs, including:
 - i. A “Do Nothing” alternative (to comply with IDEQ’s SRF program requirements).
 - ii. Evaluate Sunnybrook Springs, including shallow wells, pumps, river crossing, and piping to capture and transmit the water out of the Snake River Canyon to the City.
 - iii. Evaluate an option that includes a water rights exchange between the City and State that allows the City to develop a water source near the Blue Lakes area. This option assumes the development of shallow groundwater wells, transmission mains, river crossing, and pumping facilities to transmit the water out of the Snake River Canyon to the City.
 - iv. Evaluate the development of additional wells in the south and/or southeast area of the City, including:
 1. Conduct a preliminary hydrogeological investigation of groundwater sources in the area, including:
 - a. Identify existing wells in the area based on well log information obtained from IDWR.
 - b. Review the lithology and pump test data for the existing wells, if available, to evaluate areas with potentially higher yielding aquifers.
 2. The City’s existing South and Hankins Wells have arsenic levels higher than the drinking water standard. It is assumed that new wells in the south and/or southeast area of the City will also have arsenic concentrations greater than the standard. As a result, this alternative will include the evaluation of arsenic treatment for any new wells.
 - v. The 2009 Facilities Plan included an option to treat Low Line Canal and South Well water. This alternative includes a review and update of this option based on the updated water demand projections.
 1. Coordinate with the Twin Falls Canal Company to update the number of shares available.
 2. No additional water quality sampling or jar testing of these water sources is included in this Scope of Services.
 - 3.
 - vi. The 2009 Facilities Plan and 2011 Pressure Irrigation Master Plan included information and options for a pressure irrigation retrofit alternative to meet potable water demands. This alternative includes a review and update of this option based on the updated water demand projections.
 - vii. Evaluate options for back-up power at the existing supply wells.
 - viii. Evaluate options for disinfection of the water supplies.

b. Water Storage

- (i) Develop and evaluate improvement alternatives to address current and planning period water storage needs, including:

- i. A “Do Nothing” alternative (to comply with IDEQ’s SRF program requirements).
- ii. Additional storage near the existing Harrison Tank, in the southeast area of the City, and/or at an undetermined location.
- iii. Review and identify potential storage tank sites based on GIS information, aerial mapping, land use plans, and discussions with CLIENT. This Scope of Services does not include negotiating with potential land owners.

c. Pump Stations

- (i) Develop and evaluate improvement alternatives to address current and planning period pump station needs, including:
 - i. A “Do Nothing” alternative (to comply with IDEQ’s SRF program requirements).
 - ii. The 2009 Facilities Plan identified improvements to the Wills Pump Station. This task will review and update these improvements based on the updated water demand projections.
 - iii. Review and identify potential improvements to the Canyon Pump Station, Harrison Pump Station, and Eldridge Pump Station.
 - iv. Development of new pump station(s) in future growth areas (assume two new stations).
 - v. Develop options for back-up power at the existing pump stations.

d. Distribution System

- (i) Develop and evaluate improvement alternatives to address current and planning period water distribution system needs, including:
 - i. A “Do Nothing” alternative (to comply with IDEQ’s SRF program requirements).
 - ii. Review and update distribution system improvement identified in the 2009 Facilities Plan.
 - iii. Identify potential distribution system expansions in the Water Service Area based on land use plans, population growth, topography, section lines, pressure zones, fire flow needs, service areas, and major roads

e. General Alternative Development and Comparison

- (i) Provide planning level schematics and design criteria for the water system supply, storage, pumping, and distribution alternatives.
- (ii) Prepare a planning level opinion of probable capital and operation and maintenance costs for each alternative based on current construction costs of similar work with a probable inflation factor.
- (iii) Provide a comparison of the improvement alternatives, potentially including the following: capital cost; operations and maintenance costs; environmental impacts; likelihood of satisfying probable regulatory requirements; and reliability.

4. Phasing/Capital Improvement Plan

- a. To comply with IDEQ’s SRF program requirements, conduct one public hearing to review alternatives for the water system supply, storage, pumping, and distribution needs and objectives of CLIENT. CLIENT is responsible for publication costs and facilitation of the public hearing.

- b. A Capital Improvement Plan will be developed to prioritize capital improvement projects over a 5-year planning period.
 - (i) Attend one (1) meeting with the CLIENT to determine prioritization criteria based on capacity, condition, costs, regulatory requirements, risks, and other comparative items.
 - (ii) Review the improvements alternatives with associated weighting and ranking of the alternatives based on the prioritization criteria. Attend one (1) meeting with the CLIENT to weight and rank the alternatives. With input from the CLIENT select the preferred alternatives that best satisfy their water system supply, storage, pumping, and distribution needs and objectives.
 - (iii) Evaluate phasing options and provide an implementation schedule for the preferred alternatives.
 - (iv) Discuss potential funding sources and information for implementing the selected improvements (i.e., loans, grants, LID, etc.).
 - (v) Utilize the number of equivalent residential units provided by CLIENT to evaluate impacts on monthly user charge rates from implementation of the selected improvements.

5. Project Management

- a. Conduct a kick-off meeting with CLIENT to review specific work elements, milestones, and deliverables.
- b. Provide updates on tasks, schedule, budget, and project related issues to the CLIENT on a monthly basis.
- c. Provide information and participate in six progress meetings with the CLIENT to review preliminary findings, submit deliverables, or provide other updates on the project as deemed necessary.
- d. Attend two Council meetings to present updates and discuss viable alternatives.
- e. Provide quality control reviews.

6. Deliverables

- a. Draft Facilities Plan to CLIENT for QC Review – Four (4) copies.
- b. Draft Facilities Plan to CLIENT and IDEQ – Two (2) copies each.
- c. Response to CLIENT and IDEQ comments on Facilities Plan to IDEQ and CLIENT – Two (2) copies each.
- d. Final Facilities Plan to IDEQ and CLIENT– Two (2) copies each.
- e. This Scope of Services does not include development of a Preliminary Engineering Report (PER) or Environmental Information Document (EID) for any selected improvements. After Facilities Plan approvals, a PER and EID can be developed for the identified improvement projects as part of a separate scope of services.

Task 002 – HYDRAULIC WATER MODEL UPDATE

1. Hydraulic Water Model Update

- a. The CLIENT currently has an existing computerized hydraulic water model developed in WaterCAD. This task includes converting the WaterCAD model to the GIS-based model InfoWater and updating it to reflect current conditions, including:

- (i) Verify and update the existing distribution system piping diameters and materials and pumps based on information provided by the CLIENT.
- (ii) Add distribution and transmission piping and pumps to model for the infrastructure improvements completed since the 2009 Water System Facilities Plan, based on information provided by the CLIENT.
- (iii) Verify and update elevation data based on the CLIENT's benchmark system or USGS data.
- (iv) Review and update the model to remove proposed developments that are no longer anticipated based on discussions with the CLIENT.
- (v) Review and update house count data in recently developed area to evaluate density information and the distribution of demands.
- (vi) Coordinate with the Fire Department to conduct hydrant flow and pressure testing at selected locations throughout the City for model calibration purposes. CLIENT will be responsible for physically testing the hydrants, collecting the flow and pressure data, and transmitting the information to J-U-B for calibrating the model.
- (vii) Revise the storage tank, pump station, valve, pressure zone and other control settings to reflect current operation of the system.
- (viii) Review and update the water demand data and peaking factors for various residential, commercial, and industrial developments.
- (ix) Calibrate the water model.

Task 003 – MANAGEMENT RESERVE FUND

1. Management Reserve Fund

- a. A reserve account is included for miscellaneous items that arise during the project beyond the basic and additional services established in this Agreement. Work will not commence on these items without prior written authorization from the CLIENT.

B. Additional Services – Upon written request and authorization of the CLIENT, the following Additional Services may be completed.

1. Hydrogeological Field Investigation for South/Southeast Area Wells

- a. If the results of the preliminary hydrogeological investigation in Task 001-3.a.(i).iii.1 indicate the potential to develop a productive potable water well in the area South/Southeast of the city, a more thorough hydrogeological investigations will be completed. This may include identifying and testing existing wells and/or drilling and testing new wells.

2. GIS/Asset Management

- a. Develop an asset management system for the water system infrastructure, potentially including a review of the existing GIS data and system structure; collect additional GIS data as needed, including survey of valves, hydrants, wells, tanks, vaults, etc.; work with the GIS staff to update the water system attribute data (e.g., pipe length, material, condition, etc.); review and modify/create forms and procedures for data collection for CLIENT staff (e.g., maintenance, work orders, condition assessments, etc.); provide asset management software (e.g., Spatial IM); develop a preliminary asset management database; and provide training on the GIS asset management system to the CLIENT's

water system and GIS staff. This task will consider phasing of the asset management system over time.

3. Water Rights/Source Investigation

- a. The 2009 Facilities Plan included a review of potential water sources and rights, including storage and in-stream water rights for the Snake River. This task will include an updated review of currently available potential sources and rights.

4. Public Involvement/Participation

- a. This task includes public involvement and participation in the Facilities Planning process, potentially including interviews with key stakeholders, community surveys, public communication through a variety of media regarding the planning process (e.g., websites, open houses, and reviving and meeting with the Water Planning Committee).

- C. **CLIENT's Responsibilities** - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:
1. Provide J-U-B will all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints; space capacity and performance requirements; flexibility and expansibility requirements; budgetary limitations; and design and construction standards.
 2. Furnish to J-U-B any other available information pertinent to the Project including, but not necessarily limited to, reports, data, and drawings relative to previous design or investigations at or adjacent to the Site. Specific items include:
 - a. Water supply and demand data from 2009 through 2012.
 - b. Water meter data from 2008 through 2012.
 - c. Water quality data from 2009 through 2012.
 - d. The most recent aerial mapping in digital format for the water service area boundary, compatible with ArcView.
 - e. Electronic copies of GIS layers and geodatabases for use in developing the models, including the water system layers, parcel layers, and base map layers.
 - f. Record drawings for developments in the study area and for any water system improvements to be included in the CAD file update and hydraulic model.
 - g. Copies of the Comprehensive Plan, Land Use Plan, and Strategic Plan.
 - h. Residential, commercial and industrial growth projections.
 - i. Number of equivalent residential units and number of connections.
 - j. Historical and expected maintenance issues.
 - k. Financial data, including the budget for last three years, existing debts, reserve accounts, special or anticipated major expenditures.
 - l. Additional laboratory analyses that may be deemed necessary during the course of the work.
 - m. Criteria to be used in prioritizing improvements in the capital improvement plan.
 3. Physical testing of fire hydrants, collecting the flow and pressure data, and transmitting the information to J-U-B for calibrating the model.
 4. Staff availability to examine the alternatives, reports, drawings, and other documents as presented by J-U-B and to render timely decisions in writing pertaining thereto.
 5. Provide safe site access.
 6. Coordination with any regulatory agencies.
 7. Land acquisition(s).
 8. Property and topographic surveys.
 9. Geotechnical investigations.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
001	Water System Facilities Plan	<p>Draft Facilities Plan to be completed within 240 calendar days of signed Agreement and receipt of required information from CLIENT.</p> <p>Final Facilities Plan to be completed within 120 calendar days of the public hearing and receipt of all written comments from the CLIENT, IDEQ, and public.</p>
002	Hydraulic Water Model Update	Draft Facilities Plan to be completed within 60 calendar days of signed Agreement and receipt of required information from CLIENT.
003	Management Reserve Account	To Be Determined
-	Additional Services	To Be Determined

PART 3 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:

a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

2. For Time and Materials fees:

a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project for each J-U-B employee multiplied by employees' standard billing rates for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
001	Water System Facilities Plan	Lump Sum	\$159,580
002	Hydraulic Water Model Update	Lump Sum	\$23,560
003	Management Reserve Account	Time and Materials	\$10,000
-	Additional Services	To Be Determined	To Be Determined

C. Period of Service: If the period of service for the tasks identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Electronic Documents Reuse Provisions

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to electronic documents reuse.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, 'Media' are the instruments on which Electronic Documents are stored and transferred.

For the purposes of this exhibit, 'Electronic Documents' are files in electronic format including text, data, graphics, or other types of electronic information provided as part of the Agreement.

ELECTRONIC DOCUMENTS DESCRIPTION

The following Electronic Documents will be delivered to the CLIENT as instruments of service under the Agreement:

Project Name and J-U-B Project Number: City of Twin Falls 2013 Water System Facilities Plan Update
Electronic Document(s) Description: City of Twin Falls 2013 Water System Facilities Plan Update Report, Water Model
File Type (pdf, jpg, doc, xls, dwg, etc.): pdf, InfoWater Model
Media (cd, email, web, etc): CD

REUSE PROVISIONS

- 1. Reuse License. CLIENT acknowledges and agrees that J-U-B owns all rights, title and interest in the information in the Media...
2. Reuse Restrictions. This license and use of the Media is restricted to the original site and Project for which it was originally prepared...

If Documents include files to be used in the CLIENT's Geographic Information System (GIS), J-U-B grants the right to the CLIENT to allow third-party access to the data for purposes of GIS system operations and maintenance as well as review by the public as allowed in the CLIENT's GIS program.

- 3. Reuse Limitations. CLIENT acknowledges that electronically stored information may not be compatible with their own computer system and may be subject to translation errors or undetectable alteration or deterioration.

If Documents include files to be used in the CLIENT's GIS, the accuracy of said GIS files is limited to the accuracy and tolerances of the data used to create said files and information provided by others. The GIS data, therefore, shall not be considered an accurate representation of actual field conditions for many purposes including, but not limited to, planning, design, construction, or system operation.

J-U-B SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE MEDIA WILL BE UNINTERRUPTED OR ERROR FREE.

4. *Release of Liability / Indemnification.* Neither J-U-B nor its agents shall be liable for any damages arising out of the use or misuse of the Media, nor for any claim of any kind or nature, including J-U-B's negligence, arising out of or in any way related to the use or misuse of the Media, whether such claim is based in contract, negligence or otherwise. Further, CLIENT hereby releases and shall, to the fullest extent permitted by law, defend, indemnify and hold J-U-B harmless from any and all claims, damages, losses and expenses ("claims") including attorney fees, arising out of or resulting from the use or misuse of the Media, including but not limited to, claims involving the completeness of accuracy of the Media.

J-U-B SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY ELECTRONIC "VIRUS," "ADWARE" OR "MALWARE" OR ANY FAILURE OF PERFORMANCE RESULTANT FROM USE OF THE MEDIA.

5. *Relationship.* Nothing herein creates a partnership, joint venture, contractual privity, or a third-party contractual beneficiary relationship between J-U-B and the CLIENT.
6. *Assignment.* This Agreement is not assignable or transferable by CLIENT and any attempted assignment or transfer shall be null and void and of no force or effect.



DATE September 17, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, Public Works Director

Request:

I would like the Council to consider a request to purchase real property located at 119 S. Park Ave. West to be used as the Public Works Complex.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The real property located at 119 S. Park Ave. W. is approx. 2 acres formerly owned by Sun Valley Stages and is for sale. The list price was \$550,000 and we have negotiated a contract to purchase the building for \$500,000 in an "as-is" condition. The city Water and Wastewater Collection Dept. will relocate to this facility. The city has closely inspected the existing structures and while there are some necessary repairs to be made, the buildings are generally in excellent condition.

Approval Process:

This agenda item will require council approval.

Budget Impact:

Funding available: \$150,000 is currently approved and in the 2012 Water Fund budget and recently, I was given authorization from council to negotiate the best purchase price up to \$550,000.

I would like to request permission to purchase the building for \$500,000 and use approximately \$30,000 to make the repairs needed to heat the building and safe for occupancy. Both the Fire Marshall and the Building Department have recommended replacement of the existing heating systems and will be the most significant repairs. I would also like permission to use approximately \$150,000 to renovate the existing office in FY 2013.

Regulatory Impact:

NA



Date: Monday, September 17, 2012
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of a request to make capital allocations in FY 2012 with realized savings in the Capital Fund.

Time Estimate:

The City Manager's presentation will take approximately 10 minutes in addition to time needed to answer questions.

Background:

Capital financing is necessary for the ongoing development, expansion, maintenance, and repair of these capital assets, recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City. Capital initiatives are supported by property taxes, bonds, federal and state grants, certificates of participation, local improvement districts, and private grants and donations. For accounting purposes and based on best practices recommendations of the Government Finance Officers Association, the City of Twin Falls defines capital as acquisitions and improvements that are durable and in excess of \$5,000.

Current status of the Capital Fund:

For the 2012 fiscal year, the City budgeted to expend a total of \$1,866,003. To date, the City has spent or anticipates it will spend a total of \$1,266,199 on the budgeted capital items. The anticipated balance at the end of the FY 2012 of the Capital Fund is \$599,804.

The City has been able to cover several non-budgeted expenditures that it was considering using cash reserves. Those items include:

- \$304,830 for the Impact Fee associated with the Chobani economic development project
- \$36,940 for Roof system improvements on the club house at the Twin Fall Golf Club

Based on current projections, the City anticipates it will have a savings of \$172,439. At the conclusion of the fiscal year, these funds will automatically transfer into the Capital Fund cash reserves if not allocated to a different purpose(s).

At the end of August, the City Staff is anticipating the Capital Fund has a \$4,240,103 in reserves, of which \$1,490,103 is unrestricted.

The City Manager and the Senior Staff are recommending the City allocate funds in the amount of \$154,000 to support additional capital acquisitions.

- \$75,000 for five vehicles: three in the Building Department, one for Engineering, and one vehicle in Planning and Zoning - The Engineering and Community Development Departments are requesting to purchase five new vehicles for construction and building inspections. All of the vehicles are in poor working condition, and get very poor gas mileage. We have safety concerns with some of the vehicles: a few do not have airbags, there are recurring brake problems, transmission failures, clutch issues, and gasket replacements. All of the vehicles have been inspected by our City Shop, and all have long lists of needed maintenance and potential future maintenance. We regularly have to deal with an employee being stranded out in the field somewhere because a car has broken down. Three of the six vehicles are not currently operating. If approved, the City

would get rid of the six old cars and replace them with five new, reliable, and efficient vehicles. We have researched vehicles and we believe we can get new reliable and efficient small cars for less than \$15,000 each. In our last 5-year plan update, the need for inspector cars was listed as a potential expense, but not yet funded in a specific budget year. Since that update, each of these six cars has declined greatly to the point where any one of them could end up in the shop on any given day.

- \$22,000 for a new motorcycle in the Police Department– The Police Department would like to purchase a replacement police motorcycle out of the 2011-2012 budget. The Police Department has a fleet management schedule that ensures fully functioning vehicles for our men and women to provide emergency services for our community. As part of the fleet management schedule, we are scheduled to replace our five traffic motorcycles over a five-year period. We have one motorcycle in the 2012-2013 budget and would like to accelerate the replacement schedule due to the increased costs associated with maintenance. Four of the five motorcycles have over 80,000 miles and are reaching the end of their productive cycles with high miles and recurring mechanical problems. Accelerating the replacement schedule provides the purchase of needed equipment in a more timely manner. The motorcycles were included in the City's long term, five-year financial plan and were discussed during the FY 2013 budget.
- \$45,000 for a Fire Battalion Chief Command Vehicle – The Fire Department requested the authorization to purchase a new $\frac{3}{4}$ ton 4 door truck to be used for the Command apparatus during the development of the FY 2013 Budget. Due to funding limitations, this item was moved to FY 2014. This item is a part of the City's Long Term Financial Plan. The new Command Vehicle will replace a 1998 Chevrolet Suburban with 115,000 miles. The routine maintenance costs of this vehicle have been increasing annually. A new command vehicle will have a long term maintenance warranty. The life of a new command vehicle is expected to be fifteen years. The newer command vehicle will be a more reliable emergency vehicle and have an increased fuel mileage possibly as much as 6 mpg. The current command vehicle is realizing an average of 8 mpg.
- \$12,000 for a tractor in Parks and Recreation Department – The Parks Department has in the current budget funding for a grass and leaf sweeper. A sweeper is a trailer implement towed behind a tractor that cleans leaves and grass clippings from lawns. The Department currently has one sweeper. The problem is that when a sweeper is needed, it is needed everywhere at the same time. This year's sweeper purchase is to add a second sweeper, allowing the crews to run two sweepers at a time and clean up leaves in a timelier manner. The department intended to pull the second sweeper behind an old, 1950's, model International 20 HP tractor that they've had for a while. This tractor was designed in its time for farming. For the Parks Department, who doesn't do a lot of farming, it only is used to pull a sweeper. It is underpowered and struggles to get moving with the large sweeper attached. The tractor does not have the proper rear hitch to attach any other implements to either. Finally, the tractor is not very safe. The way the seating works, the driver is basically wedged into the seat under the steering wheel. The rear tires of the tractor are exposed and located right beside the driver, so escape from the vehicle is a tricky job of getting out from under the steering wheel and then over the tires. It is unstable as well. It can, and has, tipped over on a moderate grade. An employee, years ago, got sideways on a moderate slope and flipped the tractor. He was injured, though fortunately not too seriously. Since then, the park operators have had to be very careful driving this tractor with the sweeper. The 5-year plan shows the Parks Department replacing the old tractor in a couple years with a 30 HP tractor, one with a modern rear hitch that allows additional implements to be attached to the tractor so that it can be used year-round for various jobs instead of just pulling the sweeper. The Park crews have found a slightly used tractor that meets their needs for around \$12,500. Approval of this request would basically fast forward a 5-year plan expense and get a much more versatile and safe tractor for our park operators.

Approval Process:

Approval of the proposed Ordinance requires a simple majority vote of the City Council members present.

Budget Impact:

The budgetary impacts are outlined above.

Regulatory Impact:

There are no regulatory impacts. The City is allowed by law to spend revenues it anticipated at the beginning of the budgeting process.

Conclusion:

Staff recommends the acquisition of the list of capital items presented.

Attachments:

1. None.