COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
Vice Mayor					*Mayor*	

AGENDA
Meeting of the Twin Falls City Council
Monday, August 3, 2015
City Council Chambers
305 3rd Avenue East - Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS: NONE

GENERAL PUBLIC INPUT		
AGENDA ITEMS		
I. CONSENT CALENDAR:	Purpose:	By:
1. Consideration of a request to approve the Accounts Payable for July 28 – August 3, 2015.	Action	Sharon Bryan
2. Consideration of a request to approve a Beer License for Don Juan's Mexican Restaurant at 1007 Blue Lakes Blvd. North, pending approval from Planning and Zoning; and, a Beer and Wine License for Serva Group, LLC., DBA KB's at 1520 Fillmore St., Suite 3, pending approval from Planning and Zoning.	Action	Jennifer Westendorf
3. Consideration of a request to approve the Findings of Fact, Conclusions of Law for a PUD Amendment for Wills, Inc.	Action	Rene'e V. Carraway-Johnson
II. ITEMS FOR CONSIDERATION:		
1. Consideration of a request to approve the Ooh La La School Supplies Benefit Dinner to be held in the 100 Block of Main Avenue South/East on Saturday, August 15, 2015.	Action	Liyah Babayan Ron Fustos
2. Consideration of a request to approve a contract between the City of Twin Falls and Terry's Heating and Air Conditioning, Inc. for the completion of the HVAC upgrades at the Twin Falls Senior Center.	Action	Mandi Thompson
3. Consideration of a request to authorize the Mayor to sign an agreement with the Urban Renewal Agency of the City of Twin Falls (URA) and Eastern Idaho Railroad, LLC (Railroad) to allow for the railroad to make improvements to the railroad crossing at 3300 E.	Action	Josh Baird
4. Consideration of a request to adopt an ordinance vacating a platted sanitary sewer easement to allow for an addition to the Canyon Ridge High School on property located at 300 North College Road for Twin Falls School District #411 (app. 2713).	Action	Rene'e V. Carraway-Johnson
5. A presentation of the City Manager's Recommended Budget for FY 2016 followed by citizen input.	Presentation	Mitchel Humble
6. Public input and/or items from the City Manager and City Council.		
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:		
IV. PUBLIC HEARINGS: 6:00 P.M. - None		
V. ADJOURNMENT:		

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

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.

August 3, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Jennifer Westendorf

Request: Approval of a Beer and Wine License for Serva Group, LLC. DBA KB's at 1520 Fillmore St., Suite 3 pending approval from Planning and Zoning

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.

August 3, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Jennifer Westendorf

Request: Approval of a Beer License for Don Juan's Mexican Restaurant at 1007 Blue Lakes Blvd. North pending approval from Planning and Zoning.

Time: Consent Calendar

Background: Application to serve on premise 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 Serva Group, LLC. STATE LICENSE # _____
(Please attach a copy of your state license)

DOING BUSINESS AS KB's

BUSINESS ADDRESS 1520 fillmore St. suite 3

LEGAL DESCRIPTION OF PLACE OF BUSINESS _____

Lot _____ Block _____ Subdivision _____

MAILING ADDRESS 1520 fillmore St. Suite 3

CONTACT PERSON Javier Serva PHONE # [redacted]

			(Check)
BEER:	*Bottled for consumption off the premises only*	*($ 50.00)*	
	Bottled for consumption on premise	*($ 150.00)*	
	Bottled & Draught for consumption on premises	*($200.00)*	✓
WINE:	*Retail Sales for consumption off premises only*	*($200.00)*	
	Wine by the Drink for consumption on premises only	*($200.00)*	✓
LIQUOR:	*Liquor license & fees cover wine license & fees*	*($562.50)*	

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 20**___ tendered herewith is the license fee of $ 400.00. *(Ordinance #2708)*

APPLICANT IS AN INDIVIDUAL (____) PARTNERSHIP (____) CORPORATION (✓)

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

Corporation. No titles

NAME: Javier Serva RESIDENCE: [redacted]

NAME: Angel Sarva RESIDENCE:

NAME: Sarltos Serva 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 3-20-15

PLACE OF INCORPORATION OR ORGANIZATION See certificate of organization attached

PRINCIPAL PLACE OF BUSINESS IN IDAHO 260 Main St. Ketchum ID 83340

OWNER OF PREMISES (*Please Print*) [redacted]

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(*Please Print*) Javier Serva

****

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT Javier Serva.

NAME (*Please Print*) JAVIER SERVA [redacted]

RESIDENCE OF APPLICANT [redacted]

LENGTH OF RESIDENCE IN IDAHO [redacted]

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 28th ***day of*** July, **20**15.

KATHLEEN A. TOUCHETTE NOTARY PUBLIC STATE OF IDAHO

Kathleen A. Touchette

Notary Public for Idaho
Residing at: TWIN FALLS, ID
Notary Expiration Date: 10/28/15

251

FILED EFFECTIVE

CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY

2015 MAR 26 PM 8:28

SECRETARY OF STATE
STATE OF IDAHO

(Instructions on back of application)

1. The name of the limited liability company is:

   Serva Group, LLC

2. The complete street and mailing addresses of the initial designated office:

   [redacted]
   (Street Address)
   PO Box 1452, Hailey, ID 83333
   (Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

   Javier Serva — [redacted]
   (Name) (Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name	Address
Javier Serva	[redacted]
Plinio Santos Serva	
Angel Serva	

5. Mailing address for future correspondence (annual report notices):

   PO Box 1452, Hailey, ID 83333

6. Future effective date of filing (optional): _____

Signature of a manager, member or authorized person.

Signature [redacted]

Typed Name: Javier Serva

Signature _____

Typed Name: _____

Secretary of State use only

IDAHO SECRETARY OF STATE
03/20/2015 05:00
CK:2336 CT:135408 BH:1467163
1@ 100.00 = 100.00 ORGAN LLC #2

W149408

9/21/2012 cert_org_llc Rev. 07/2010

State of Idaho
Idaho State Police

Cycle Tracking Number: 80933

Premise Number: 2T-18814

Retail Alcohol Beverage License

License Year: 2016

License Number: 18814

This is to certify, that Serva Group LLC

doing business as: KB's

is licensed to sell alcoholic beverages as stated below at:
1520 Fillmore St Ste 3, Twin Falls, Twin Falls County

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

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

Liquor	No	
Beer	Yes	$50.00
On-premise consumption	Yes	$0.00
Kegs to go	No	
Restaurant	Yes	$0.00
Wine by the bottle	No	
Wine by the glass	Yes	$100.00
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: $150.00

JAVIER SERVA
Signature of Licensee, Corporate Officer, LLC Member or Partner

SERVA GROUP LLC
KB'S
PO BOX 1452

HAILEY, ID 83333
Mailing Address

License Valid: 07/20/2015 - 06/30/2016

***Expires:* 06/30/2016**

Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

ABC FORM NO: ABC 03

07/28/2015
15:30:02

TWIN FALLS COUNTY

INDEX & RECORDING

Receipt No: 278625

Received From: KB'S*
1520 Fillmore St Ste 3
Twin Falls, Idaho 83301

Received on 07/28/2015 In the form of Check No. 1391

Received For	Cost Each	Quantity	Cost
BEER LICENSE-DRAUGHT,BOTTLEI	100.00	1	100.00
WINE LICENSE BOTH RETAIL & BY	100.00	1	100.00
		Receipt Amount:	200.00

Related Instrument/Case No. 2016174

Received by: BHUNTER for: KRISTINA GLASCOCK
Authorized by: County Clerk, Auditor

City of Twin Falls
321 Second Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303

Print Form

Alcohol License

Please attach a copy of your state license

Business Name: Don Juan's Mexica Restaurant Inc. State License # 18803

Doing Business As: Don Juan's Maxican Restaurant

Physical Address: 1007 Blue Lakes North Blvd. City, State, Zip Twin Falls, ID 83301

Legal Description of Place of Business Lot ____ Block ____ Subdivision ____

Mailing Address: 1007 Blue Lakes North Blvs. City, State, Zip: Twin Falls, ID 83301

Contact Person: Juan M. Brambila [redacted]

Beer:	*Bottled for consumption off the premises only*	*($ 50.00)*	☐
	Bottled for consumption on premises	*($150.00)*	☒
	Bottled for Draught for consumption on premises	*($200.00)*	☐
Wine:	*Retailed Sales for consumption off premises only*	*($200.00)*	☐
	Wine by the Drink for consumption on premises only	*($200.00)*	☐
Liquor:	*Liquor license & fees cover wine license and fees*	*($562.50)*	☐

License expires June 30th

Total Fee $ 150.00

Applicant is an: Individual ☐ Partnership ☐ Corporation ☒

If a partnership, name all partners:

Name: ____ Residence: ____

Name: ____ Residence: ____

Name: ____ Residence: ____

If a corporation or association, name all officers:

Name: Juan M. Brambila Arcieaga

Title: President

Name: Maria D. Guzman Pelayo

Title: Vice-President

[redacted]

Name: _____ Address: _____

Title: _____

Name: _____ Address: _____

Title: _____

Date of incorporation or organization: 03/06/2015 Place of incorporation or organization: Boise - Idaho

Principal place of business in Idaho: 1007 Blue Lakes North Blvd.

Owner of premises: Khinh (ken) Tse

Name of person who will manage business of selling beer at retail: Juan M. Brambila Arcineaga

(If a partnership, all partners must sign)

Signature of applicant x Juan M Brambila

Name: Juan M. Brambila Arcineaga [redacted]

[redacted]

Length of residence in Idaho: 10 Years

Signature of applicant x Maria Guzmán Pelayo

Name: Maria Guzman Pelayo Birth date: [redacted]

[redacted]

Signature of applicant _____

Name: _____ Birth date: _____

Residence of applicant: _____

Length of residence in Idaho: _____

Signature of applicant _____

Name: _____ Birth date: _____

Residence of applicant: _____

Length of residence in Idaho: _____

Subscribed and sworn to before me this 24 day of July, 20 21

ENRIQUE G. TIPAN NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho

Residing at 4910 TREWTST

Notary Expiration Date: 2/13/21

For Questions call 208-735-7245 Click here for the City Code (Title 3 then Chapter 7,8, & 9)

Return completed form to: Deputy City Clerk, City of Twin Falls, 321 Second Ave. East, Twin Falls, ID 83301

Redacted by Oversight Archive: private individuals' personal identifiers. The City's posted original is unredacted.

CITY STAFF USE ONLY:

Approvals:

Planning and Zoning: Yes _____ No _____

Comments:

Police Department: Yes ✓ gw No _____

Comments:

City Clerk: Yes _____ No _____

Comments:

State of Idaho

Idaho State Police

Cycle Tracking Number: 80895

Premise Number: 2T-18803

Retail Alcohol Beverage License

License Year: 2016

License Number: 18803

This is to certify, that Don Juans Mexican Restaurant Inc

doing business as: Don Juan's Mexican Restaurant

is licensed to sell alcoholic beverages as stated below at:

1007 Blue Lakes Blvd North, Twin Falls, Twin Falls County

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

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

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	No	
Wine by the glass	No	
Multipurpose arena	No	
Growlers	No	

TOTAL FEE: $50.00

DON JUANS MEXICAN RESTAURANT INC
DON JUAN'S MEXICAN RESTAURANT
4910 TRENT ST

CHUBBUCK, ID 83202

Mailing Address

License Valid: 07/20/2015 - 06/30/2016

***Expires:* 06/30/2016**

Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

ABC FORM NO. ABC 0.1

BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
PUD Amendment, Application,	)	FINDINGS OF FACT,
	)	
	)	CONCLUSIONS OF LAW,
Wills, Inc.	)	
c/o Brad Wills	)	AND DECISION
Applicant(s)		

This matter having come before the City Council of the City of Twin Falls, Idaho on July 20, 2015 for public hearing pursuant to public notice as required by law for a PUD Agreement Amendment for the purpose of amending the Fieldstone Professional PUD Agreement #271 to allow by Special Use Permit Nursing Homes and Rest Homes on Lots 1 through 5 Block 1 in the Fieldstone Professional Subdivision, A PUD, which is located at the south east corner of Fieldstream Way, extended and Cheney Drive West, extended and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a PUD Agreement Amendment for the purpose of amending the Fieldstone Professional PUD Agreement #271 to allow by Special Use Permit Nursing Homes and Rest Homes on Lots 1 through 5 Block 1 in the Fieldstone Professional Subdivision, A PUD, which is located at the south east corner of Fieldstream Way, extended and Cheney Drive West, extended.

2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: June 4, 2015 and July 2, 2015

3. The property in question is zoned R-4 PRO PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Medium Density Residential in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Cheney Drive West, extended/Undeveloped Commercial PUD; to the south, Fieldstone PRO PUD/Fieldstone Subdivision/Residential; to the east, Fieldstone Subdivision/Residential; to the west, Fieldstream Way, extended; future Fieldstream Apartment Complex/Undeveloped

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a PUD Agreement Amendment for the purpose of amending the Fieldstone Professional PUD Agreement #271 to allow by Special Use Permit Nursing Homes and Rest Homes on Lots 1 through 5 Block 1 in the Fieldstone Professional Subdivision, A PUD, which is located at the south east corner of Fieldstream Way, extended and Cheney Drive West, extended is consistent with the purpose of the R-4 PRO PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-8, 10-6-1, 10-7-6, 10-7-12, 10-10-1 through 3, 10-11-1 through 9, 10-14-1 through 9, Fieldstone PRO PUD Agreement #271 of the Twin Falls City Code and the PUD Agreement.

3. The proposed use is proper use in the R-4 PRO PUD Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for a PUD Agreement Amendment for the purpose of amending the Fieldstone Professional PUD Agreement #271 to allow by Special Use Permit Nursing Homes and Rest Homes on Lots 1 through 5 Block 1 in the Fieldstone Professional Subdivision, A PUD, which is located at the south east corner of Fieldstream Way, extended and Cheney Drive West, extended should be granted, and presented and subject to all

applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a PUD Agreement Amendment for the purpose of amending the Fieldstone Professional PUD Agreement #271 to allow by Special Use Permit Nursing Homes and Rest Homes on Lots 1 through 5 Block 1 in the Fieldstone Professional Subdivision, A PUD, which is located at the south east corner of Fieldstream Way, extended and Cheney Drive West, extended, as presented.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and the Amended Fieldstone Professional PUD Agreement #271.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

APPLICATION #2735

Date: Monday, August 3, 2015, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Ron Fustos, Twin Falls Police Department

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Request:

Consideration of a request to approve the "Ooh La La School Supplies Dinner Benefit" organized by Liyah Babayan to be held in the 100 Block of Main Avenue South/East in Twin Falls on Saturday, August 15, 2015, from 6:30 p.m. to 8:00 p.m.

Time Estimate:

The presentation by Staff will take approximately five (5) minutes, along with any additional time needed to answer questions that the Council may have.

Background:

On July 17, 2015, Liyah Babayan, on behalf of Ooh La La Boutique, submitted a Special Event Application to host the "Ooh La La School Supplies Dinner Benefit" to be held in the 100 Block of Main Avenue South/East in Twin Falls. This is the first year for this event.

This event will take place after business hours on Saturday, August 15, 2015, from 6:30 p.m. to 8:00 p.m. Main Avenue East/South will be blocked from Shoshone Street to Hansen Street at 5:30 p.m. for setup. Main Avenue will re-open at 9:00 p.m. after all patrons have departed and cleanup has been completed. For the event, 20 tables will be set up in a long row down the middle of Main Avenue, providing the availability of 200 seats. The placement of the tables will begin outside Ooh La La, 132 Main Avenue South, and run to the east, just before the Idaho Youth Ranch Building, located at 162 Main Avenue South. Lighting will be set up off to the side on the sidewalk. Slow, live music will be provided for the dinner guests. "Elegant presentation and a gourmet dinner will be the feature of this benefit for the 200 selective guests." All alcohol (beer and wine) is donated and will not be sold at the event but will be included with meals. The alcohol service will be donated and catered by Coors and Von Scheidt's. There will be a table with silent auction items set up on the sidewalk. Two restrooms will be available to the guests inside the Main Street Plaza Building.

Guests will arrive around 6:30 p.m. and will be instructed to drive to Hansen Street (by the fountain) for valet parking service or have the option to park their cars in the lot behind the Main Street Plaza and Youth Ranch Buildings. Dinner will begin at 7:00 p.m. with all guests being seated and food and drinks will be served by event staff. Live mood music will entertain guests as they enjoy their meals. There will be a few speakers throughout the dinner to inform guests about the benefit. Guests will have an opportunity between dinner and dessert to have their pictures professionally taken, socialize, and bid on auction items. Sponsors will be recognized and guests thanked for their support.

"Chef Danny will coordinate his staff of 10, to serve guests. Heather, event planner, will feature and organize the silent auction portion of the evening, Berenice and Nermina will manage the hosting of guests, greeting, seating and available for assistance throughout the event. Liyah will MC the evening as well as coordinate entertainment and manage all staff."

Two emergency plans have been presented and approved by the on-duty Twin Falls Fire Battalion Chief.

Prior to the dinner, an announcement will be made regarding the emergency plan, so guests understand what is required of them in case an emergency vehicle needs to get through. Staff and guests will be prepared to move tables out of the way in such an emergency.

Organizers predict that approximately 200 people will be in attendance for the event. Organizers will have 15 staff members serving guests.

Approval Process:
Consent by the City Council

Budget Impact:
This event will not have any budget implications.

Regulatory Impact:
N/A

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

Attachments:
None

RF:aed

Date: Monday, August 3, 2015

To: Honorable Mayor and City Council

From: Mandi Thompson, Grant Manager

Presentation:

A request to approve a contract between the City of Twin Falls and Terry's Heating and Air Conditioning, Inc. for the completion of the HVAC upgrades at the Twin Falls Senior Center.

Time Estimate:

City Staff will present the proposed contract and notice of award. Jeanette Roe from the Senior Center and Scott Bybee, engineer on the project, will be available for questions. The estimated amount of time this item will take is 10 minutes.

Background:

The Twin Falls Senior Center, through the City of Twin Falls, was awarded a Community Development Block Grant in the amount of $149,586 in 2014. The scope of work for the facility improvements include replacement of HVAC system and duct network, replacement of entry and lobby doors, and ADA improvements to front entryway and parking lot. Bid documents were prepared and published, along with an addendum for clarification. There was only one bid received from Terry's Heating and Air Conditioning, Inc. This bid was accepted and was within budget.

Approval Process:

By simple majority vote of the City Council members present.

Budget Impact:

There is no budget impact. Although the City of Twin Falls is acting as the fiscal agent for this grant, all grant management and in-kind match is being provided by the Twin Falls Senior Center.

Regulatory Impact:

Approval is required by the City Council in order to enter into a contact for the services outlined in the contract.

Conclusion:

Staff recommends that the City Council approve the contract with Terry's Heating and Air Conditioning, Inc. as presented.

Attachments:

1. Notice of Award
2. Contract

Notice of Award

Date: August 3, 2015

Project: 2015 ICDBG – HVAC Upgrade Project	
Owner: City of Twin Falls	Owner's Contract No.: NA
Contract: Twin Falls Senior Center	Engineer's Project No.: NA
Bidder: Terry's Heating & Air Conditioning, Inc.	
Bidder's Address: 1535 Kimberly Road, Twin Falls, Idaho 83301	

You are notified that your Bid dated July 23, 2015 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the City of Twin Falls – Twin Falls Senior Center – 2015 ICDBG – HVAC Upgrade Project.

The Contract Price of your Contract is $111,040.00.

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

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 3 fully executed counterparts of the Contract Documents.
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).
3. Other conditions precedent: None

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

Mayor
Title

Copy to Engineer

Agreement Between Owner and Contractor on the Basis of Stipulated Price

THIS AGREEMENT is by and between City of Twin Falls ("Owner") and Terry's Heating & Air Conditioning, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes the replacement and repair of the Twin Falls Senior Center HVAC System.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Twin Falls - 2015 ICDBG – HVAC Upgrade Project

ARTICLE 3 – ENGINEER

3.01 The Project has been coordinated by Scott L. Bybee, P,E. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

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completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 100 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $1000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $1000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

SEE ATTACHED SUMMARY OF
WORK AND BID

TOTAL BID IS: $111,040.00

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As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character

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and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

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means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and a change order will be processed to account for these discrepancies once the Agreement is in place and approved by both parties.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages _____ to _____, inclusive).
3. Payment bond (pages _____ to _____, inclusive).
4. Other bonds (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 62, inclusive).
6. Supplementary Conditions (pages 1 to 4, inclusive).
7. ICDBG Supplementary Conditions.
8. Construction Drawings as prepared by successful bidder

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9. Addenda (none).

10. Exhibits to this Agreement (enumerated as follows):

    a. Notice to Proceed.

    b. Contractor's Bid

    c. Documentation submitted by Contractor prior to Notice of Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments

    b. Work Change Directives.

    c. Change Orders.

12. ICDBG Supplemental Conditions and Davis - Bacon Wage Rates.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

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10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
_____	_____
City of Twin Falls, Idaho	Terry's Heating & Air Conditioning, Inc.
By: Don Hall	By: _____
Title: Mayor	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
321 Second Avenue East	1535 Kimberly Road
Twin Falls, Idaho 83303	Twin Falls, Idaho 83301
_____	_____
	License No.: HVC-C-738
	(Where applicable)
	_____

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CITY OF TWIN FALLS
TWIN FALLS SENIOR CENTER PROJECT
2015 ICDBG – HVAC UPGRADE PROJECT

BID FORM

THIS BID IS SUBMITTED TO:

City of Twin Falls
321 Second Avenue East
Twin Falls, Idaho 83303

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
1	7/22/15

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assure responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studies (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident therefor. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE WORK

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	HVAC Design	1	LS	1500	1500
2	Project Demolition and Disposal	1	LS	3200	3200
3	Provide and Install New HVAC System	1	LS	102,480	102,480
4	Building Permits and Fees	1	LS	860	860
5	System Start Up	1	LS	2350	2350
6	Cleanup and Site Restoration	1	LS	650	650

	TOTAL BID AMOUNT	1	LS	111,040	111,040

TOTAL OF ALL UNIT PRICES _____

One Hundred Eleven Thousand Forty 00/100 Dollars ($111,040.00)
(use words)

BIDDER ACKNOWLEDGES THAT THE ABOVE BID IS THE TOTAL TO COMPLETE ALL OF THE WORK AS SPECIFIED IN THE BIDDING DOCUMENTS AND THE PLANS. THIS TOTAL BID WILL BE USED TO DETERMINE THE LOW BIDDER.

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 100 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond or Cashier's Check for 5%;

B. A tabulation of Subcontractors, Suppliers, individuals and entities required to be identified in this Bid;

C. Required bidder qualifications statement with supporting data; and

D. All signed Addenda;

E. Davis - Bacon Wage Rates and ICDBG Supplemental General Conditions

F. Contractor's Affidavit Concerning Alcohol and Drug Free Workplace

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on July 23, 2015.

State Contractor License No. HVC-C-738.

A Corporation

Corporation Name: Terry's Heating & Air Conditioning, Inc. (SEAL)
State of Incorporation: Idaho
Type (General Business, Professional, Service, Limited Liability): Service

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Terry Greene, President

Title: President

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 1535 Kimberly Rd
Twin Falls, ID 83301
Phone No.: 208-734-4376 FAX No.: 208-734-4047

Date of Qualification to do business is 09/01/1990.

CITY OF TWIN FALLS
TWIN FALLS SENIOR CENTER PROJECT
2015 ICDBG – HVAC UPGRADE PROJECT

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
PLUMBING:		
N/A		
HVAC:		
Terry's Heating & Air Conditioning, Inc.	HVAC	PWC-C-10095-B-4
P.O. Box 5177		
Twin Falls, ID. 83303		
ELECTRICAL:		
C G Electric	Electrical	N/A
3814 N. 2476 E		Less than $10,000.00
Filer, ID. 83328		
OTHER:		
N/A		

ADDENDUM NO. 1

CITY OF TWIN FALLS, IDAHO
2015 ICDBG – HVAC UPGRADE PROJECT

The following changes, additions, clarifications, and/or deletions are hereby made part of the 2015 ICDBG – HVAC UPGRADE PROJECT for the City of Twin Falls, Twin Falls County, Idaho, as if the same were entirely set forth in the Specifications and Contract Documents.

ADDITIONAL TECHNICAL SPECIFICATIONS CLARIFICATION

1) The computer room shall have a properly sized (specific) Mitsubishi PUMY Citi Multi VRF Multi Head Heat Pump with low ambient controls. Unit must have a wall mount thermostat. Contractor must provide paintable refrigeration line covers on exterior of the building with a composite clad lite equipment pad (not vinyl or fiberglass) with proper equipment mounting blocks. Contractor must also provide a certification that qualifications are met to install this type of system.

2) The Senior Center Administration office shall have a properly sized (specific) High Efficient Mitsubishi mini split Single Head Heat Pump with paintable refrigeration line cover on the exterior of the building along with a composite clad lite equipment pad (not vinyl or fiberglass) with proper equipment mounting blocks .

3) An Aqua Mini Condensate pump for condensation shall be installed if required for the equipment installed.

Notice is hereby given that this Addendum must be signed and enclosed with the sealed proposal for the 2015 ICDBG – HVAC UPGRADE PROJECT for the City of Twin Falls, Twin Falls County, Idaho, as evidence that the bidder has familiarized himself with all changes incorporated herein.

By:
CITY OF TWIN FALLS

PROFESSIONAL ENGINEER REGISTERED 4686 7/22/15 STATE OF IDAHO SCOTT L. BYBEE

Scott L. Bybee, P.E., Project Engineer

Bidder: Terry's Heating & Air, Inc

By: Sue E. Greene
Sue E. Greene

Title: Corp. Sec/Treas

Date: July 23, 2015

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*: Terry's Heating & Air Conditioning, Inc.
1535 Kimberly Rd.
Twin Falls, ID 83301

SURETY *(Name and Address of Principal Place of Business)*: The Cincinnati Insurance Company
6200 S. Gilmore Road
Fairfield, Ohio 45014-5141

OWNER *(Name and Address)*: City of Twin Falls
Hansen Street
Twin Falls, ID 83301

BID
Bid Due Date: July 23rd, 2015
Description *(Project Name and Include Location)*: HVAC Replacement

BOND
Bond Number: None
Date *(Not earlier than Bid due date)*: July 20th, 2015
Penal sum Five percent of bid amount (Words) $ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Terry's Heating & Air Conditioning, Inc. (Seal)
Bidder's Name and Corporate Seal

By: T. Greene
Signature
Terry Greene
Print Name
President
Title

Attest: Barbara Stanek
Signature
Accountant
Title

SURETY
The Cincinnati Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Carolyn McNew
Signature (Attach Power of Attorney)
Carolyn McNew
Print Name
Attorney-in-Fact
Title

Attest: Angie Weeks
Signature Angie Weeks
Account Manager II
Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Rhonda L Compton, Lisa Zebarth, Larry Stumpf, Jessie Olsen, Jennifer Ficus, Denise Debban, Carolyn McNew,

of Twin Falls, ID its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Five Million Dollars and 00/100 ($5,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jutte

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Scott R Bolen

Assistant Secretary

No. **C 93330**	**Due no later than Sep 30, 2014** **Annual Report Form**	2. Registered Agent and Address **(NO PO BOX)**
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 **NO FILING FEE IF RECEIVED BY DUE DATE**	1. Mailing Address: Correct in this box if needed. TERRY'S HEATING AND AIR CONDITIONING, INC. TERRY J GREENE PO BOX 5177 TWIN FALLS ID 83303-5177	TERRY J. GREENE 1535 KIMBERLY RD TWIN FALLS ID 83301 3. New Registered Agent Signature:*

4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).

Office Held	Name	Street or PO Address	City	State	Country	Postal Code
SECRETARY	SUE E GREENE	PO BOX 5177 1535 KIMBERLY RD	TWIN FALLS	ID	USA	83303-5177
PRESIDENT	TERRY J GREENE	PO BOX 5177 1535 KIMBERLY RD	TWIN FALLS	ID	USA	83303-5177

5. Organized Under the Laws of:	6. Annual Report must be signed.*	
ID **C 93330**	Signature: Beth Steward	Date: 07/21/2014
	Name (type or print): Beth Steward	Title: Staff Accountant

Processed 07/21/2014 * Electronically provided signatures are accepted as original signatures.

CITY OF TWIN FALLS
TWIN FALLS SENIOR CENTER PROJECT
2015 ICDBG – HVAC UPGRADE PROJECT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF Idaho

COUNTY OF Twin Falls

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that Terry's Heating & Air Conditioning, Inc. is in compliance with the provisions of Idaho Code, Title 72, Chapter 17; that Terry's Heating & Air Conditioning, Inc. Provides a drug free workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state construction contract and that Terry's Heating & Air Conditioning shall subcontract work only to subcontractors meeting the requirements of Idaho Code 72-1717(1)(a).

Terry's Heating & Air Conditioning, Inc.
Name of Contractor

1535 Kimberly Rd
Address

Twin Falls, ID 83301
City and State

By: Terry Greene - president
Printed Name

By: T Greene
Signature

Subscribed and sworn to before me this 22nd day of July, 2015.

Commission expires: 11-7-2019

Beth Ann Steward
NOTARY PUBLIC, residing at
Hansen Idaho

BETH ANN STEWARD
NOTARY PUBLIC
STATE OF IDAHO

Steps to Comply with Section 3

***This form must be completed by the awarded prime contractor and all of his/her subcontractors with contracted amounts over $100,000 prior to issuing the notice to proceed. (Revised 11/10)**

Bid Submitted From: Terry's Heating & Air Conditioning, Inc. (Name of Business) **For:** Twin Falls Senior Center (Name of Project Being Bid) _____ (Date)

What is Section 3?

Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being bid has Idaho Community Development Block Grant (ICDBG) funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

A. Provide employment and training opportunities for ***Section 3 Residents***.
B. Provide opportunities for ***Section 3 Businesses*** for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: **(1)** A low to moderate income person residing in the County in which the ICDBG funds are expended. (A low to moderate income person typically has an annual income of less than $28,500) or **(2)** A public or Indian housing resident or recipient of the Section 8 housing assistance.

Definition of a Section 3 Business: A business that meets at least **one** of the following criteria: **(1)** Majority (51%) ownership held by Section 3 Residents or **(2)** at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three years of their employment with the business **or (3)** more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

PartI. Affirmative Action Plan for hiring and training Section 3 Residents:

A. The total number of new hires I need for this project is 0.
B. Activities planned to meet Section 3 hiring objectives (check those applicable):
( ) Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
( ) Recruit through signs placed at the project site.
( ) Recruit by contacting community service organizations serving the project site.
( ) Utilize the recruiting services provided by the Idaho Department of Labor.
( ) Other,
C. The total number of my current employees I intend to use on this project is 3. The number of these who would be considered Section 3 Residents is 0.
D. The total number of *trainees* or *apprentices*I intend to use on this project is 1. The number of these trainees or apprentices that would be considered lower income project area residents is 0.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

A. I will award _____contracts in connection with these project activities.
B. The total estimated dollar value of these contracts is $_____.
C. Of these contracts____ will be awarded to Section 3 Businesses.
D. The total estimated dollar value of contracts awarded to Section 3 Businesses is $_____.

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.

T Greene
Signature (Prime Contractor or Subcontractor)

7-22-2015
Date

Terry's Heating & Air Conditioning

It's All A Matter Of Pride!

July 23, 2015

Twin Falls Senior Center
530 Shoshone St. W.
Twin Falls, ID. 83301

Scope of Work:
New HVAC equipment and the modification or replacement of existing HVAC duct system for correct zoning application. Building will be zoned by equipment or by zone dampers to establish an even temperature throughout the building. Run outs are to be flex duct.

Work Includes:

- Demolition, removal, and disposal of existing equipment and duct as necessary.
- Provide and install a new 12 ½ ton roof top unit for main area. We will modify or replace duct as needed in this area. We will also, utilize existing supply air and return grille openings, adding some runs if needed. We will also install a new control for this unit.
- Provide and install a new 7 ½ ton roof top unit for the west side of the building. This system will be zoned by using zone dampers and individual thermostats. The conference, multi purpose and quilt room will each have a thermostat.
- Provide and install a new 6 ton roof top unit for the east side of the building. This system will also be zoned with zone dampers and individual thermostats. The card room, front entry, and corner office will have separate controls.
- Replace existing kitchen split system with a larger system, modifying ductwork as necessary.
- Computer room will have a new PUMY ductless split with individual control.
- Directors office to have a Mitsubishi ductless split and a separate control.
- Includes crane.
- Includes electrical.
- City calculations, engineering, and requirements to get an HVAC permit.
- Complete start-up.
- Includes costs for 100% performance and payment bonds.
- Includes Davis-Bacon wages rates and accounting.

PWL#: PWC-C-10095-B-4 Expires: 5/31/16
HVAC License # HVC-C-738

P.O. Box 5177
1535 Kimberly Road
Twin Falls, Id. 83303

Phone 208-734-4376
Fax 208-734-4047

It's All A Matter Of Pride!

1535 Kimberly Rd.
Twin Falls ID. 83301
734-4376

Mission:

Terry's Heating & Air Conditioning is dedicated to providing premium products and services. Delivering Old Fashioned Value, knowledgeable friendly service, and state of the art technology. *"It's All A Matter Of Pride!"*

Key Personnel:

Terry Greene has been involved in the HVAC business for the last 38 years as an independent HVAC contractor. In this time he has gained extensive experience in solving the HVAC needs of facilities that have had problems due to building usage change, remodels, additions, and added personnel and equipment.

College of Southern ID. Associates of Applied Science Degree HVACR. 4.0 GPA
Advisory board member CSI HVACR program since 1994
Chairman 2000 to 2004, Replacement instructor 2003
Qualified service technician HVACR
Journeyman HVAC Contractor
Journeyman Specialty plumbing contractor
Journeyman Specialty electrical contractor
Journeyman gas fitter (City of Jerome and Pocatello)
IGSHPA Accredited installer
Mitsubishi Certified City-Multi designer and installer
Nate Certified

Corey Ahrens is a licensed Mechanical Engineer, with over twenty years of design and engineering experience. For the last sixteen years has worked as our commercial project engineer involved with all aspects of mechanical installations. His responsibilities include designing and implementing design/ build projects on both new and existing facilities.

Jay Bingham is a licensed HVAC Journeyman. He has worked for Terry's for over 21 years as an HVAC designer and installer. He has worked as the commercial/residential project manager involved with all aspects of construction for the last ten yrs. Responsibilities

include designing and implementing design/ build projects on both new and existing facilities, performing heat loss and heat gain calculations on all new installations including light commercial. He is responsible for managing labor to contract estimates; insuring jobs come in under labor budgets.

Facilities:

Terry's Heating has a full line retail store located in a major commercial area. This facility is over 21,000 square feet in size. All operations are conducted from this location. Efficiency is paramount and staging and warehousing of jobs is conducted in an efficient and organized manor. With major vendors located outside the Twin Falls area inventory levels are monitored and deliveries are regularly scheduled. State of the art computerized employee dispatching and live GPS tracking provide maximum employee efficiency and job satisfaction.

Company Qualifications:

Public works Licensed
Mechanical Engineer on staff
38 years serving Magic Valley
Diverse work experience
Reliable trustworthy people
Drug free work place
Recognized as a leader in the Industry
Residential, commercial, Industrial, and design build services available

Company Experience:

Terry's Heating and Air Conditioning was founded in 1977, by its owner and President Terry Greene. The company has been involved in all aspects of commercial and residential construction. Our work primarily consists of heating, ventilation, and air conditioning service and installation. With individual work experience of 38 years, we have the foundation required to build and direct many different aspects of the HVAC and construction industry.

In the past five years, we have completed over 370 commercial installation projects. The following is a short list of some of our design build projects.

Castle's Corner
Campbell Tractor
City of Twin Falls Maintenance Shop
Great Harvest Bread
Napa Auto Parts, Wendell
Wrangler Insurance, Buhl
Miracle Ear
Canyon Wellness

Mitsubishi Electric & Electronics USA, Inc.
HVAC Advanced Products Division

presents this certificate to

Terry Greene

of

Terry's Heating & Air Conditioning

for successfully completing the **CITY MULTI Service Course (Irvine)**

Mitsubishi Electric HVAC Advanced Products Division is authorized by IACET to offer 2.40 CEUs for this program.

Training conducted September 22, 2009 to September 24, 2009

Ken Brown
Sr. Manager, Training
HVAC Division

Tony Hayes
National Service Director
HVAC Division

AUTHORIZED IACET PROVIDER

Date: Monday, August 3, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Josh Baird, Staff Engineer

Request:

Consideration of a request to authorize the Mayor to sign an agreement with the Urban Renewal Agency of the City of Twin Falls (URA) and Eastern Idaho Railroad, LLC (Railroad) to allow for the railroad to make improvements to the railroad crossing at 3300 E.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

As part of the Development Agreement and subsequent amendment with Clif Bar, the City has agreed to improve the railroad crossing at 3300 East. The improvement planned is the addition of a signal (without gates) and associated appurtenances. Minor surface improvements are also planned on both sides of the tracks on 3300 E to allow for a smoother transition between the roadway surface and the railroad tracks.

In order to facilitate the improvement, the railroad requires an agreement with those involved, as the Railroad will either perform the work themselves or directly manage the work by others.

The Twin Falls Highway District was invited to be a part of the agreement since they have jurisdiction over the north side of the railroad tracks. They declined to be a part of the agreement, since they didn't feel they needed to be a part of it. They have, however, allowed the City and/or a Contractor to use their right-of-way and/or easements for the project.

The estimated costs are still being determined and will be provided by the Railroad. In preliminary discussions with the Railroad, it appears we will still be within the allocated budget. The funding is being provided by the URA.

Approval Process:

A majority vote of the Council to authorize the Mayor sign the final agreement.

Budget Impact:

The funding for this project is coming from the Urban Renewal Agency.

Conclusion:

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

Attachments:

1. Agreement

ACTUAL COST RAILROAD CONSTRUCTION AGREEMENT

3300 EAST RAILROAD CROSSING

THIS AGREEMENT, made and entered into this _____ day of _____ , 2015, by and between **Eastern Idaho Railroad, LLC, a limited liability company of the State of Idaho**, hereinafter called the "**Railroad**"; the **Urban Renewal Agency of the City of Twin Falls, Idaho**, an independent public body corporate and politic of the State of Idaho, hereinafter called the U**RA**; and the **City of Twin Falls**, a political subdivision of the State of Idaho, hereinafter called the "**City**".

GENERAL DEFINITIONS:

The following definitions apply to this agreement:

Authorized User	Any entity that has rights by permit, agreement, or contract to use Railroad property including tracks.
Crossing	At-grade highway-railroad crossing of railroad track(s) by a highway for use by highway traffic including pedestrians located at milepost **55.12** on the **Twin Falls Subdivision DOT 819145D** in Twin Falls County, Idaho.
Crossing Signals	Automatic flashing-light traffic control devices with train activation equipment, including gates when specified, used to control highway traffic including pedestrians for a highway railroad at-grade crossing.
Crossing Surface	The highway surface area between the rails plus two feet outside of the rails of railroad track(s) of a Crossing.
Job Site	Area(s) of work on Railroad property as approved by the Railroad.
Project	The work defined by the plans and specification developed by the City with approval from the Railroad.

PURPOSE:

The City, URA, and Railroad desire to improve the safety of a Crossing by installing a Railroad Grade Crossing Signal Type 1 (without gates) at 3300 East in Twin Falls County.

The Railroad at URA expense will provide and install Crossing Signals, provide railroad flagging and other railroad protective services, provide roadway traffic control during construction, remove all debris from Project, and perform other work as necessary to complete the Project at URA expense. The Railroad will maintain the Crossing and Crossing Signal at Railroad Expense.

The City will provide and install at URA expense, advance warning signs and standard pavement markings to accommodate the Crossing Signal and crossing.

This Agreement sets out the terms for the installation, operation, maintenance, and payment of the Crossing work of installing Crossing Signals, Crossing Surface improvements, advance Crossing warning signs, standard Crossing pavement markings.

TERMS

1. **Contact Persons**

   a. The Railroad is to submit billings, documents and coordinate all activities through the City contact person:

   Joshua R. Baird, Staff Engineer
   City of Twin Falls
   324 Hansen Street East
   PO Box 1907
   Twin Falls, ID 83301
   JBaird@tfid.org
   (208) 735-7323

   The City may change its contact person by notifying the Railroad's contact person in writing.

   b. The City is to coordinate all activities on Railroad property through the Railroad's contact person of:

   Steve Monson, Roadmaster
   Eastern Idaho Railroad, LLC
   618 Shoshone Street
   Twin Falls, ID 83301
   smonson@watcocompanies.com
   (208) 300-0870

   or

   Scott Adams, Chief Engineer of Track West Region
   WATCO Transportation Services, LLC
   420 Hansen Street South
   Twin Falls, ID 83301
   sadams@watcocompanies.com
   (208) 734-4644 ext. 1106

   The Railroad may change its contact person by notifying the City contact person in writing.

c. Urban Renewal Agency of the City of Twin Falls contact person:

Melinda Anderson, Executive Director
Urban Renewal Agency of the City of Twin Falls, Idaho
PO Box 1907
Twin Falls, ID 83301
MAnderson@tfid.org
(208) 735-7240

The URA may change its contact person by notifying the City contact person in writing.

2. Installation of Signals and At-Grade Surface Improvements

The Railroad shall at URA expense, furnish all labor, materials, and equipment necessary for the complete construction and installation of signals and at-grade surface improvements at the crossing as shown on the plans attached hereto and made a part of this Agreement. This work by the Railroad shall include the removal of the existing at-grade surface materials.

The Railroad shall furnish at URA expense, such detailed plans, specifications, lists of materials, and estimates of cost that may be required in addition to those prepared by the City. These plans, specifications, lists, and estimates are hereby made a part of this Agreement by reference.

The position of the signals at the crossing and at-grade surface improvements shall be in compliance with the Manual on Uniform Traffic Control Devices as shown in the attached Exhibit. The Railroad shall not begin installation of the signals and at-grade surface improvements until authorization is received from the City. The City shall be notified by the Railroad 48 hours in advance of commencement of the installations.

The Railroad and City shall make a joint inspection after the completion of all work.

The estimated cost of the work is $_____ for signals, $_____ for at-grade surface improvements, and $_____ for railroad flagging. Cost estimating information is attached hereto and made a part of this Agreement.

3. Flagging Requirements

All work to be done by the **City/URA** or its contractor on the Railroad's right-of-way shall be done in a manner satisfactory to the Railroad. The work shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the track of the Railroad. The **City/URA** or its contractor shall notify the Railroad, a sufficient time in advance, whenever work is about to be performed on or adjacent to the Railroad's right-of-way or track to enable the Railroad to furnish flagging and such other protective services as might be necessary to ensure the safety of Railroad operations. The cost of flagging and other protective services provided by the Railroad, will be at the expense of the URA.

4. Insurance

All contracts between the **City/URA** and its contractor, for construction or maintenance work on the road within any easement or Railroad right-of-way will require the contractor to protect and hold harmless the Railroad and any other railroad company occupying or using the Railroad's right-of-way or line of Railroad against all loss, liability and damage arising from activities of the contractor, its forces or any of its subcontractors or agents, and will further provide that the contractor shall carry insurance of the kinds and amounts as follows unless otherwise modified by the Railroad:

Before work is commenced on this project, the Contractor, without expense to the Railroad, shall procure the following kinds of insurance and shall at all times during the progress of and until the final completion of the project, keep and maintain said insurance in full force and effect.

Railroad protective liability insurance naming Railroad as insured with a combined single limit of $2,000,000 per occurrence with a $6,000,000 aggregate. The policy shall include pollution arising out of fuels and lubricants brought to the job site.

General public liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least $1,000,000 each occurrence of claim and a general aggregate limit of at least $2,000,000. This insurance shall include a waiver of governmental immunity, severability of interests, and name Railroad as an additional insured with respect to all liabilities arising out of Contractor's obligation to the Railroad.

Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least $1,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Contractor's obligation to the Railroad.

Worker's compensation insurance covering the statutory liability as determined by the compensation laws of the State of Idaho and Employer's Liability with a limit of at least $1,000,000. Also compliance with all laws of the State of Idaho which require participation in the contractor's own state worker's compensation.

The Contractor hereby waives his right of subrogation, as respects the above insurance policy(ies), against Railroad for payments made to or on behalf of employees of the Contractor or his agents and for loss of owned or leased property or property under his care, custody and control while on or near the Railroad's right-of-way or other real property. The Contractor's insurance shall be primary with respect to any insurance carried by Railroad.

If the **City/URA** or its contractor in the performance of the work herein provided for, or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the Railroad, such damage or destruction shall be corrected by the **City/URA** in the event its contractor or the insurance carriers fail to repair or restore the

same.

5. Disposal of Materials

The City shall be afforded a reasonable opportunity to inspect materials recovered by the Railroad prior to disposal by sale or scrap. This requirement will be satisfied by the Railroad giving written notice, or oral notice with prompt written confirmation, to the City of the time and place where the materials will be available for inspection. The giving of notice is the responsibility of the Railroad, and it may be held accountable for full value of materials disposed of without notice.

6. URA to Reimburse Railroad (For Actual Cost Agreements)

The Railroad may submit billings to the URA for progress payments during the progress of the work. The Railroad shall submit a final bill for all costs and services within one hundred twenty (120) days after completion of the work. All billings shall include supporting documentation used by the Railroad for substantiating the cost and services to do the work.

The URA shall pay progress billings within forty-five (45) days and final billing within ninety (90) days after receipt of the bills.

Reference to the Project shall be indicated on all bills, correspondence, and records pertaining to this project.

7. Installation and Maintenance of Signs and Pavement Markings

The existing advance warning signs and standard pavement markings for railroad crossings will be relocated and reinstalled to accommodate the roadway widening by the **City**.

Maintenance of advance warning signs and pavement markings shall be by the **City**.

8. Maintenance and Operation of Signals and At-Grade Surface Improvements

The Railroad shall operate and maintain signals in proper working condition, including such renewals as may be necessary thereafter.

If the signals or their appurtenances are damaged, and if after a diligent effort by the Railroad documented in writing, the item for damages proves uncollectible from the person or persons responsible for such damage, the cost of the repair of the signals shall be borne by the parties hereto in the same participation ratio as the cost of the original installation. The **City/URA** will not assume any liability for further damage or participate in any flagging or other costs on account of the signals being inoperative due to damage or replacement. If the damage to the signals is caused by highway traffic, the **City/URA** will cooperate with the Railroad in determining the location and identification of the parties responsible for such damage to the extent of making accident records available to the Railroad.

In the event the Railroad and the **City** agree that the signals, because of age or obsolescence, should be replaced, the cost of replacement shall be borne by the **City** and the Railroad at the participation ratio in effect at the time such replacement is proposed.

The Railroad and the **City/URA** shall maintain the at-grade surface improvement of the crossing as provided by law. Currently Section 62-306 of Idaho Code specifies that the area between the rails and a minimum distance of two feet outside the rails shall be maintained by the Railroad.

9. Code of Federal Regulations

The regulatory provisions of the Title 23 Code of Federal Regulations; Title 23 Code of Federal Regulations Chapter 1; Title 23 Code of Federal Regulations Part 140, Subpart I; and Title 23 Code of Federal Regulations Part 646, Subpart A and Subpart B that are in effect prior to execution of this Agreement are hereby made a part of this Agreement by reference.

10. Choice of Law and Severability

This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Twin Falls County in the State of Idaho.

If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure, shall not affect the validity and enforceability of any other provision.

11. Moving and Relocation

If rearrangement, relocation, or alteration of the signals and at-grade surface improvements is necessitated on account of improvements for either Railroad or highway, the party whose improvement causes such changes shall bear the entire cost thereof without obligation to the other party.

12. Cessation of Operation

The Railroad shall be released from further maintenance and obligation if the signals and at-grade surface improvements are rendered unnecessary, undesirable, or improper because of closure, relocation, separation of grades, or improvements in crossing protection or at-grade surface improvements by agreement, negotiation, or by order of competent authority.

In the event of cessation of operation of the signals and at-grade surface improvements, the salvable items shall be disposed of by agreement of the parties hereto prior to removal of the signals and at-grade surface improvements.

13. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

14. URA to be Eliminated as a Party

The URA is a party to this Agreement for the purpose of administering the funds for the installation of signals and at-grade surface improvements by the Railroad for this project. Once the Railroad has completed this work, and all financial matters in connection therewith have been concluded, the URA shall be eliminated as a party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

EASTERN IDAHO RAILROAD COMPANY Attest for Eastern Idaho Railroad Company

By: _____ By: _____

Title: Title:

CITY OF TWIN FALLS Attest for City of Twin Falls:

By: _____ By: _____

City Engineer Staff Engineer

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Attest for URA:

By: _____ By: _____

Chairman Title:

Public Meeting: **TUESDAY August 03, 2015**

To: Honorable Mayor Hall and City Council

From: Rene'e V. Carraway-Johnson, Zoning & Development Manager

ITEM II-

Request: For The City Council's Consideration To Adopt An Ordinance VACATING a 15' x 300' (+/-) platted sanitary sewer easement to allow for an addition to the Canyon Ridge High School on property located at 300 North College Road for Twin Falls School District #411 (app. 2713)

Time Estimate: Staff presentation may be five (5 +/-) minutes. This is not a public hearing item but there may be an additional five (5) minutes for questions by the City Council.

History:

On March 10, 2015 the Planning & Zoning Commission held a public hearing on this request. There was no public comment. Upon conclusion of the commission's deliberations Commissioner Boyd made a motion to recommend approve of the request, as presented, with staff recommendations to the City Council. Commissioner Higley seconded the motion. All members present voted in favor of the motion.

Recommended For Approval To The City Council, As Presented, With The Following Conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and Standards.
2. Subject to an approvable plan set being provided to City Staff **prior** to being scheduled for City Council Public Hearing. – *Prior to scheduling for the CC PH this condition was met. –*
3. Subject to the new sanitary sewer easement being dedicated and recorded **prior** to publishing the ordinance for vacation of the existing easement. *The Document DEDICATING THE NEW SEWER EASEMENT LOCATION was signed and recorded on July 24, 2015, see attachment 5.*

On June 29, 2015 the City Council held a public hearing whereby there was no public comment. After a discussion Councilmember Barigar made a motion to approve the vacation of the portion of platted sewer easement as presented and subject to condition #1 and condition #3.

The motion was seconded by Vice-Mayor Hawkins and by a vote of 5 for and 0 against the motion was approved.

Conclusion:

As Directed By The Council, Staff Has Prepared An Ordinance For Your Consideration.

Staff Recommends The City Council Adopt The Ordinance So It Can Be Published And Codified.

Attachments:

1. Ordinance (2)
2. Attachment "A"
3. Zoning Map of Area
4. Site Map of Vacated Area(2)
5. Recorded Public Easement, 07-24-2015 (3)

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **VACATING** THE REAL PROPERTY DESCRIBED BELOW AND PROVIDING FOR VESTING OF TITLE TO THE PROPERTY SO VACATED.

WHEREAS, Twin Falls School District #411 c/o EHM Engineers, Inc. has made application for vacation of property located at 300 North College Road in the City of Twin Falls; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 10th day of March, 2015, to consider the vacation of the real property below described; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations to the City Council for the City of Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matter on the 29th day of June, 2015.

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

SECTION 1. That the following described real property be and the same is hereby VACATED:

SEE ATTACHMENT "A"

SECTION 2. That title to the real property by this Ordinance vacated be divided among the adjoining property owners in the portions here below described to the persons named below:

NAME:	Twin Falls School District, #411
ADDRESS:	200 Main Ave W, Twin Falls, Idaho 83301
PROPERTY:	See ATTACHMENT "A"

SECTION 3. That the City Clerk immediately upon the passage and publication of this Ordinance as required by law certify a copy of the same and deliver said certified copy to the County Recorder's Office for indexing and recording, in the same manner as other instruments affecting the title to real property, as required by Idaho Code 50-1324(2).

PASSED BY THE CITY COUNCIL , 20____

SIGNED BY THE MAYOR , 20____

_____
Mayor

ATTEST:

_____
Deputy City Clerk

PUBLISH: Thursday, _____, 20_____

ATTACHMENT "A"
Legal Description
Portion of a Sanitary Sewer Easement to be VACATED
LOT 2, BLOCK 1 – RIVERHAWK SUBDIVISION, A P.U.D.
Twin Falls, Idaho

Being a portion of a 15 FOOT WIDE SAINITARY SEWER EASEMENT, lying within Lot 2, Block 1, as shown on that certain Plat entitled "RIVERHAWK SUBDIVISION, a P.U.D.", filed January 14, 2008, in book 22 of Plats, at page 10, in the office of the County Recorder of Twin Falls County, more particularly described as follows:

Commencing at the Southeast corner of said Lot 2, Block 1;

Thence, South 89°14'59" West 1464.65 feet along the South boundary of said Lot 2, Block 1 to the Southeast terminus of the centerline of said 15 FOOT WIDE SAINITARY SEWER EASEMENT;

Thence, North 36°14'06" West 70.26 feet along said centerline and being the REAL POINT OF BEGINNING;

Thence, leaving said centerline, South 89°58'01" West 9.29 feet to a point on the Southwest line of said 15 FOOT WIDE SAINITARY SEWER EASEMENT;

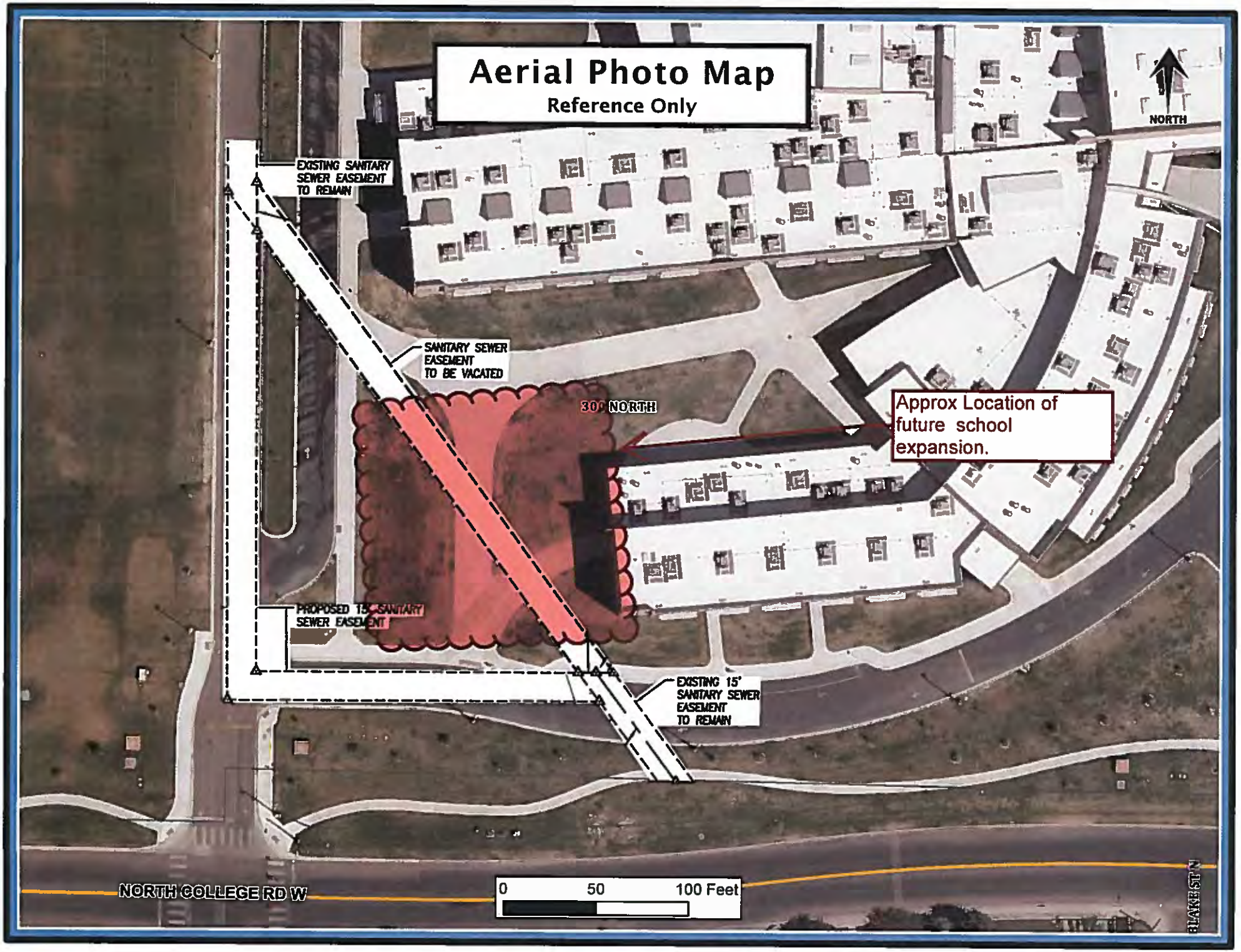
Thence, North 36°14'06" West 283.43 feet along said Southwest line;

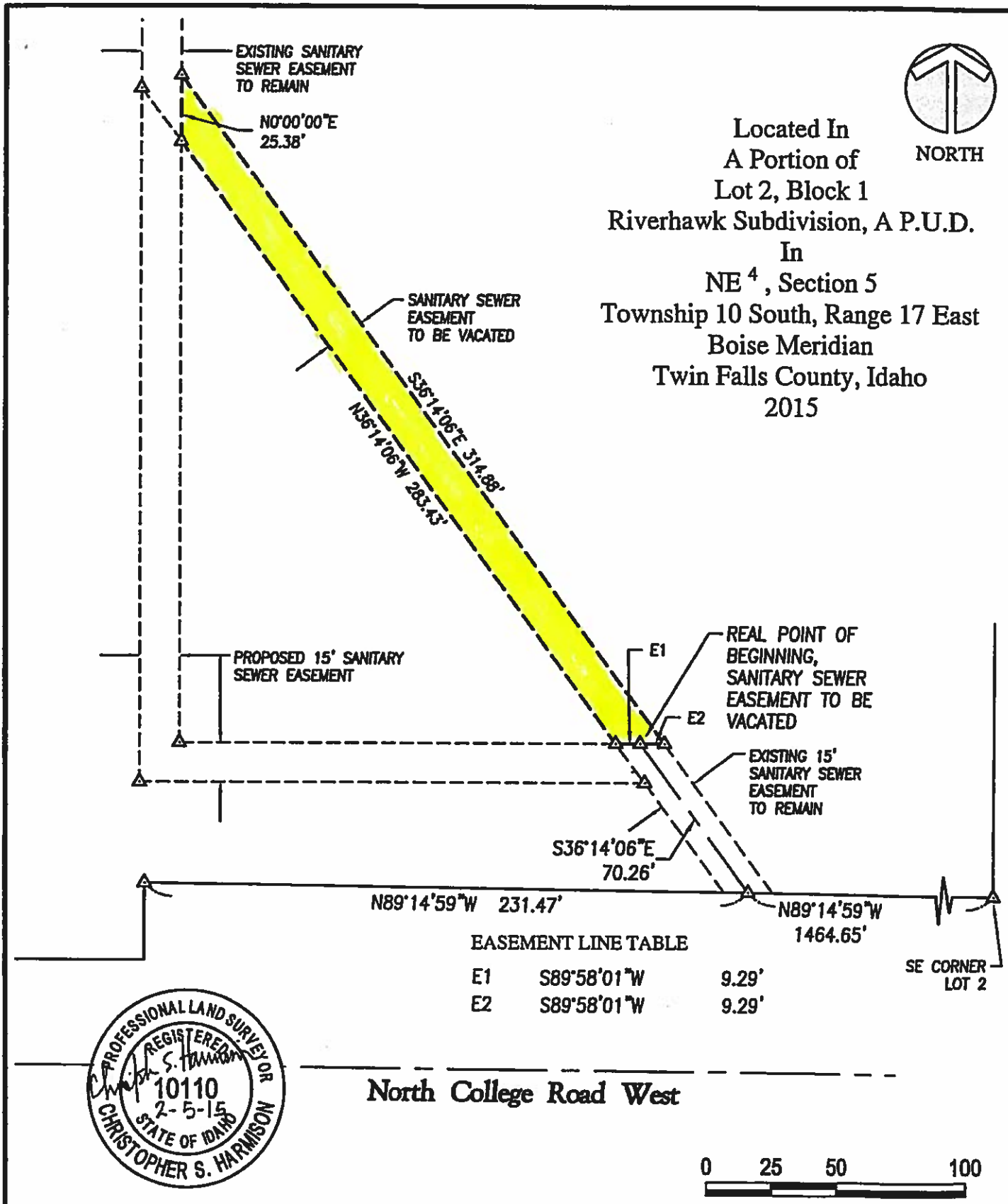
Thence, leaving said Southwest line, North 00°00'00" East 25.38 feet to a point on the Northeast line of said 15 FOOT WIDE SAINITARY SEWER EASEMENT;

Thence, South 36°14'06" East 314.88 feet along said Northeast line;

Thence, leaving said Northeast line, South 89°58'01" West 9.29 feet to said REAL POINT OF BEGINNING.

Attached hereto is a plat to accompany legal description and by this reference made a part hereof.


Aerial Photo Map
Reference Only
NORTH
EXISTING SANITARY SEWER EASEMENT TO REMAIN
SANITARY SEWER EASEMENT TO BE VACATED
30' NORTH
Approx Location of future school expansion.
PROPOSED 15' SANITARY SEWER EASEMENT
EXISTING 15' SANITARY SEWER EASEMENT TO REMAIN
NORTH COLLEGE RD W
0
50
100 Feet
BLANKENSTEIN



EASEMENT LINE TABLE

E1	S89°58'01"W	9.29'
E2	S89°58'01"W	9.29'

PROFESSIONAL LAND SURVEYOR
REGISTERED
S. Harmison
10110
2-5-15
STATE OF IDAHO
CHRISTOPHER S. HARMISON

PLAT TO ACCOMPANY LEGAL DESCRIPTION
PORTION OF SANITARY SEWER EASEMENT TO BE VACATED
LOT 2, BLOCK 1, RIVERHAWK SUBD. A P.U.D.
TWIN FALLS, IDAHO

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE
Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208)-734-4888 fax (208)-734-6049 web: ehminc.com

SHEET NO.	DRAWING NO.	SCALE	DATE	DRAWN	DESIGN	APPROVED	JOB NO.
1	1 OF 1	NONE	FEB 2015	CAD	CHC	CHC	247-14

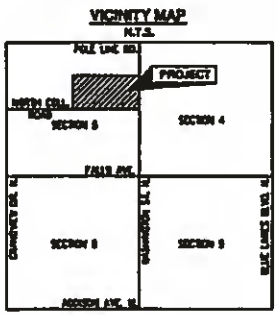
Plat Showing

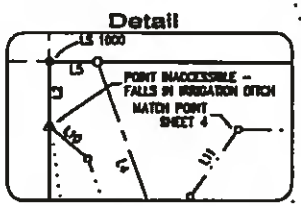
RIVERHAWK SUBDIVISION, a P.U.D.

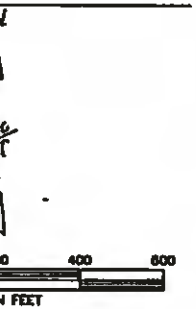
Situated in a Portion of the South 1/2 of Northeast 1/4 of Section 5, Township 10 South, Range 17 East, B.M., Twin Falls County, Idaho

2008

TWIN FALLS COUNTY RECORDED FOR LAND GROUP, INC 1:40:46 pm 01-14-2008 2008-001092 M. REED I FEE 16.00







References

1. RECORD OF SURVEY INST. #2006-032185 RECORDS OF TWIN FALLS COUN IDAHO.
2. PLAT OF NORTHSTAR SUBDIVISION, RECORDS OF TWIN FALLS COUNTY, IDA
3. WARRANTY DEED INST. #1998-016161, RECORDS OF TWIN FALLS COUNTY,
4. WARRANTY DEED INST. #1998-016162, RECORDS OF TWIN FALLS COUNTY,
5. QUITCLAIM DEED INST. #1999-034085, RECORDS OF TWIN FALLS COUNTY,
6. PLAT OF NORTH PARK NO. 1 SUBDIVISION, RECORDS OF TWIN FALLS COU IDAHO.
7. PLAT OF NORTH PARK NO. 2 SUBDIVISION, RECORDS OF TWIN FALLS COU IDAHO.
8. PLAT OF NORTH POINTE RANCH SUBDIVISION, RECORDS OF TWIN FALLS C IDAHO.
9. PLAT OF NORTH POINTE RANCH SUBDIVISION NO. 2, RECORDS OF TWIN F COUNTY, IDAHO.
10. PLAT OF NORTH POINTE RANCH SUBDIVISION NO. 3, RECORDS OF TWIN F COUNTY, IDAHO.

Legend

⊗	FOUND ALUMINUM CAP
◈	FOUND BRASS CAP
●	FOUND 5/8" WYPC STAMPED "RHC 9015" OR MARKED AS SI
○	FOUND 1/2" WYPC STAMPED "RHC 9015" OR MARKED AS SH
○	SET 5/8" STEEL PIN WYPC MARKED "RHC 5617"
○	SET 1/2" STEEL PIN WYPC MARKED "RHC 5617"
P.O.B.	POINT OF BEGINNING
WYPC	WITH YELLOW PLASTIC CAP

———	SUBDIVISION BOUNDARY LINE
— — —	INTERIOR LOT LINE
—·—·—	PROPOSED RIGHT-OF-WAY LINE
– – – –	EASEMENT LINE
——·—·——	SECTION LINE
— — —	EXISTING RIGHT-OF-WAY LINE

Easement Key

A	UTILITY, IRRIGATION, STORM DRAINAGE & SIDEWALK
B	UTILITY & DRAINAGE
C	UTILITY, SIDEWALK & LANDSCAPE
D	UTILITY, IRRIGATION & SEWER

Owner/Developer

Twin Falls School District 4
201 Main Avenue West
Twin Falls, Idaho 83301

TWIN FALLS COUNTY RECORDED FOR LAND GROUP, INC 1:40:46 pm 01-14-2008 2008-001092 M. REED I FEE 16.00

PROFESSIONAL LAND SURVEYOR 5617 STATE OF IDAHO BRENT F. SIMMONS

THE LAND GROUP
INCORPORATED
-Landscape Architecture
-Civil Engineering
-Site Planning
-Golf Course Irrigation & Engineering
-Irrigation Communication
-Land Surveying

149 River Vista Place, Twin Falls, Idaho 83301
Phone (208) 733-4949 Fax (208) 733-494
www.thelandgroupinc.com

Approval of South Central District Health Department

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

DISTRICT HEALTH DEPARTMENT, REHS

12-20-07
DATE

LINE TABLE		
LINE	LENGTH	BEARING
L1	97.38'	N19°45'07"W
L2	38.74'	N00°00'15"W
L3	65.49'	N19°45'07"W
L4	180.00'	N19°45'07"W
L5	28.57'	S89°45'07"E
L6	93.09'	N57°28'15"W
L7	5.00'	S00°14'53"E
L8	29.32'	S89°28'49"W
L9	42.18'	N89°09'09"E
L10	29.86'	S44°17'08"E
L11	48.15'	N35°14'53"E
L12	58.83'	S44°17'24"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CH. BRG.	CH. DIST.
C1	47.45'	30.00'	90°37'13"	30.33'	N45°12'21"E	42.68'
C2	48.80'	30.00'	89°22'47"	29.66'	S44°47'38"E	43.20'
C3	143.44'	275.00'	29°53'09"	73.36'	N13°02'30"W	141.82'
C4	272.09'	250.00'	62°20'31"	151.23'	N31°16'30"W	259.00'
C5	244.85'	225.00'	62°20'31"	136.11'	N31°16'30"W	232.99'
C6	185.78'	275.00'	38°41'32"	96.04'	N48°13'09"W	182.29'
C7	187.88'	275.00'	41°31'39"	97.94'	N41°05'36"W	183.81'
C8	188.39'	250.00'	43°10'39"	97.71'	N41°05'36"W	183.81'
C9	204.97'	275.00'	42°41'39"	107.48'	N41°05'36"W	200.31'

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

RECEIVED
JUL 24 2015
CITY OF TWIN FALLS
BUILDING DEPT.

July 24, 2015

Rene'e Carraway-Johnson
Planning and Zoning Manager
City of Twin Falls
324 Hansen Street East
Twin Falls, Idaho 83301

Re.: Canyon Ridge Sewer Easement – App# 2713

Dear Rene'e,

Accompany is the recorded sewer easement to replace the easement that was vacated. Sorry for the delay, it took a while to get the school district's signature.

If you have any questions please call me at 734-4888.

Sincerely,
Tim Vawser

EHM Engineers, Inc.

621 North College Rd., Suite 100 • Twin Falls, Idaho 83301 • [208] 734-4888 • Fax [208] 734-6049
3501 W. Elder St., Suite 100 • Boise, Idaho 83705 • [208] 386-9170 • Fax [208] 386-9076

IN THE FIELDS OF:
PLANNING • SURVEYING • HIGHWAYS • WATER • SEWAGE • STRUCTURAL • SUBDIVISIONS • BRIDGES • ENVIRONMENTAL • QUALITY CONTROL • CONSTRUCTION MGMT.

TWIN FALLS COUNTY
Recorded for:
EHM ENGINEERS
11:12:41 AM 07-24-2015
2015-012252
No. Pages:2 Fee: $ 13.00
KRISTINA GLASCOCK
County Clerk
Deputy: BHUNTER

Public Easement

FOR VALUABLE CONSIDERATION, The receipt of which is hereby acknowledged, **TWIN FALLS SCHOOL DISTRICT NO. 411**, 201 Main Avenue West, Twin Falls, Idaho, 83301; having lawful authority to do so, hereafter referred to as "Grantor(s)", does hereby irrevocably grant and convey unto **THE CITY OF TWIN FALLS**, a Municipal Corporation, whose address is P.O. Box 1907, Twin Falls, Idaho, 83303-1907, hereafter referred to as "Grantee", an easement for the installation, operation, maintenance, repair, and/or replacement of sanitary sewer mainline(s) and appurtenances:

The location of the easement granted herein being described as follows:

See Attached Exhibit A.

This grant of easement is permanent, and shall bind the parties, their heirs, personal representatives, lawful assigns and successors in interest.

TO HAVE AND TO HOLD, said easement unto Grantee, its successors and assigns this 21st day of July, 2015.

TWIN FALLS SCHOOL DISTRICT NO. 411

BY: W. Bernard Jansen
W. Bernard Jansen – Twin Falls School District Chairman

STATE OF IDAHO
County of Twin Falls

On this 21st day of July, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **W. Bernard Jansen**, known or identified to me to be the School Board Chairman of Twin Falls County School District No. 411, Twin Falls County, State of Idaho and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said School District No. 411, Twin Falls County, State of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written

Michelle L. Lucas
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 8-13-18

MICHELLE L. LUCAS
NOTARY PUBLIC
STATE OF IDAHO

247-14 Sewer Easement

Exhibit A

Legal Description
Sanitary Sewer Easement
LOT 2, BLOCK 1 – RIVERHAWK SUBDIVISION, A P.U.D.
Twin Falls, Idaho

Being a portion of Lot 2, Block 1, as shown on that certain Plat entitled "RIVERHAWK SUBDIVISION, a P.U.D.", filed January 14, 2008, in book 22 of Plats, at page 10, in the office of the County Recorder of Twin Falls County, more particularly described as follows:

Commencing at the Southeast corner of said Lot 2, Block 1;

Thence, South 89°14'59" West 1464.65 feet along the South boundary of said Lot 2, Block 1 to the Southeast terminus of the centerline of a 15 FOOT WIDE SANITARY SEWER EASEMENT, as shown on said Plat;

Thence, North 36°14'06" West 70.26 feet along said centerline;

Thence, leaving said centerline, South 89°58'01" West 9.29 feet to a point on the Southwest line of said 15 FOOT WIDE SANITARY SEWER EASEMENT and being the REAL POINT OF BEGINNING;

Thence, leaving said Southwest line, South 89°58'01" West 167.54 feet;

Thence, North 00°00'00" East 228.71 feet to a point on the Southwest line of said 15 FOOT WIDE SANITARY SEWER EASEMENT;

Thence, North 36°14'06" West 25.38 feet along said Southwest line;

Thence, leaving said Southwest line, South 00°00'00" West 264.19 feet;

Thence, North 89°58'01" East 193.52 feet to a point on said Southwest line of 15 FOOT WIDE SANITARY SEWER EASEMENT;

Thence, North 36°14'06" West 18.59 feet along said Southwest line to said REAL POINT OF BEGINNING.

End of Description

Date: Monday, August 3, 2015

To: Mayor and City Council

From: Mitchel Humble, Deputy City Manager

Request

A presentation of the City Manager's Recommended Budget for FY 2016 followed by citizen input.

Time Estimate

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

Background

Over the course of the past several weeks, the City's leadership and department head teams have presented elements of the FY 2016 City Manager's Recommended Budget. The Recommended Budget addresses the need to protect the long-term future of the community, primarily in the areas of public safety, preservation of public infrastructure, and in delivering sustainable government that aligns with the demands of today, while ensuring the ability to rapidly respond to growth. This proposal is balanced, complete, sustainable, strategically driven, and represents our continued commitment to prudent fiscal management, effective service delivery, sustainability, and transparency.

The FY 2016 City Manager's Recommended Budget is $60,765,948 or $3,683,759, or 6.45% larger than the total net budget of $57,082,189 for the current fiscal year. It only requires the City to collect 1.5% more property tax revenue compared to the amount collected in FY 2015. This equates to an additional $264,935. By not taking the full 3% statutorily provided for revenue adjustment, the City will add to its overall foregone balance.

This is the fifth consecutive, and seventh overall meeting where the budget has been a topic of discussion at a City Council meeting. No action will be taken tonight. The first action that is scheduled to be taken on August 10, 2015, at which time the City Council will adopt the preliminary budget – or maximum budget – for FY 2016. The official public hearing and final adoption of the FY 2016 is scheduled to occur on August 24.

Tonight's and the remaining three presentations will focus on how the recommended budget for FY 2016 is connected to the City's 2030 Strategic plan, with special emphasis on Focus Areas 4 and 5.

Connection to the City's 2030 Strategic Plan

The City views its planning and operations in a strategic manner. Our fiscal, operational and organizational strategies are governed and directed by the City's 2030 Strategic Plan. The Strategic Plan has a series of vision statements, that when viewed collectively, will allow us to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to be able to meet the needs of our citizens, businesses and visitors. The Strategic Plan is divided into eight, equally important focus areas: a *Healthy Community*, a *Learning Community*, a *Secure Community*, an *Accessible Community*, an *Environmental Community*, a *Prosperous Community*, a *Responsible Community*, and recognition of the importance of the *Internal Organization*. For each focus area, there is a description of the vision for that topic in the year 2030. To review the vision descriptions, please see the City of Twin Falls 2030 Strategic Plan.

Focus Area 4 – Accessible Community

Through effective planning and timely investment, the Twin Falls area has kept pace with the mobility requirements of an expanding and changing population. An integrated and balanced system of transportation modes including bicycles and pedestrians, as well as a modern public transportation system supports the traditional street and highway vehicle users. A commitment to high levels of maintenance of these systems ensure the long-term integrity

of the public investments made and maximizes the convenience of those dependent upon the proper functioning of these systems. Effective coordination with a wide array of partners has ensured that regional transportation facilities such as state highways, the interstate system and Magic Valley Regional Airport continue to provide an improving level of convenient access to the area for residents, visitors and commercial interests.

Personnel – Two new positions are recommended in this budget to help achieve the objectives within Focus Area 4, a Planner I and a Street Operator.

The Street Operator has a fully burdened cost of $49,487. However, the funding for this position is provided by shifting funds from the Street Department's professional services line item. No new money is needed to fund this position.

The Planner I position includes a fully burdened cost of $62,476. This position will help the Planning Department adopt and maintain Codes regarding mixed-use developments and to Plan for and educate the public regarding the benefits of a compact land use pattern on pedestrian and bicycle transportation.

The Planning Department currently has a Manager and two Planners. The new development work load has been steadily increasing since 2009. The Department has processed 47% more zoning/annexation requests this year than in 2009. The Department has also processed 150% more subdivision plats in that same time frame, with eight currently being reviewed. One of the planners is also tasked with commercial building permit review. So far this year, we have issued 76 commercial building permits for new buildings, additions, and remodels. These projects include a new elementary school, a high school remodel, the Clif Bar baking facility, an 11 building apartment complex, and multiple retail buildings within the Canyon Park development. There are 27 different commercial building plans currently being processed, including another new elementary school, a new middle school, another high school remodel, and more retail buildings.

In addition to the development review work, the Department has also just begun a significant Comprehensive Plan update process. That process will last about a year and will require significant effort and man-hours to complete. Once it is done, implementation of the Comprehensive Plan will begin. We anticipate the new Plan including several recommended Code amendments that will need to be completed by Department staff. Even without this new Comprehensive Plan, Department staff, the Planning & Zoning Commission, and the City Council have already identified several necessary Code amendments for the Department staff to draft.

Capital Projects –

- $840,000 for Eastland Drive South reconstruction
- $900,000 for Seal Coat Zone Maintenance
- $735,654 for miscellaneous street projects
- $50,000 for ADA ramp construction
- $250,000 for a Master Transportation Plan
- $40,000 for a gyratory compactor (updated pavement testing equipment)
- $25,000 for phase 2 bicycle facilities implementation
- $60,000 for land acquisition at the airport for retention improvements
- $800,000 for Canyon Rim Trail expansion
- $3,900,000 for the airport terminal expansion project

Focus Area 5 – Environmental Community

Twin Falls exists in an unparalleled natural setting that provides recreational opportunities, solace and inspiration for residents and visitors alike. An on-going commitment to maintaining the natural heritage acknowledges the significance placed upon this aspect of community life by Twin Falls residents. The business community also recognizes the essential role this commitment to our natural setting and proximity to outdoor activities plays in sustaining and expanding the region's economic vitality. The community's commitment to maintaining clean water

and clean air continues to set Twin Falls apart from those places allowed to degrade in the face of a growing population.

Personnel – One new position is recommended in this budget to help achieve the objectives within Focus Area 5, a Planner I.

The Planner I position includes a fully burdened cost of $62,476. This position will help the Planning Department with the review of new development proposals for compliance with various City codes designed to protect our community resources and natural assets.

Capital Projects –

- $70,000 for continued investment in the Auger Falls project
- $180,000 for a new street sweeper
- $26,500 for a new Code Enforcement vehicle with equipment

How much more will City Services Cost?

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

The table below illustrates the impact the City Manager's Recommended Budget will have on the taxpayers residing or doing business in Twin Falls. For the average customer, the Recommended Budget has a total impact of $0.44 per month or $5.26 per year.

	FY 2015 Adopted Budget	FY 2016 Recommended Budget	Difference
Property Tax	Tax Rate of: $7.66/$1,000 tax value	Tax Rate of: $7.85/$1,000 tax value (Maximum)	
Median Valued Home (Owner Occupied). *$144,300 in FY 2015* *$144,000 in FY 2016*	$553.01 *annual*	$564.98 *annual*	$11.97 *annual*
Utility Bills			
Average Residential Customer Consumption of:			
Water - 18,000 gallons	$38.01	$38.01	$0.00
Sewer - 8,000 gallons	$24.74	$24.74	$0.00
Sanitation & Recycling	$17.18	$16.62	($0.56)
Monthly Total of Property tax and Utility Bills	$126.01 *monthly*	$126.45 *monthly*	$0.44 *monthly*

Specifically, the Recommended Budget has the following impacts:

- The annual property tax on a median-value home in Twin Falls may increase to a maximum of $11.98 annually or by about $1.00 per month. This would equate to a 2.1% increase. However, it is important to note the total taxable value is subject to refinement by the Twin Falls County Assessor's Office and will not be available until after the FY 2016 Budget.
- The total monthly utility bill for the average resident in Twin Falls is expected to decrease. The Recommended Budget maintains the current water and sewer rates unchanged. The global sanitation rate will decrease for the City's residential customers by $0.56 per month or $6.72 annually.

Approval

There is no approval process.

Budget Impact:

There are no budgetary or financial impacts from the conversation.

Regulatory Impact:

There is no regulatory impact.

Attachments

Recommended Budget for FY 2016 can be found online.