



Twin Falls City Council Agenda

Monday, September 27, 2021, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Suzanne Hawkins, Craig Hawkins, Nikki Boyd, Shawn Barigar, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve September 20, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve Accounts Payable for September 16-22, 2021.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request for an Approval on a Parks in Lieu application for the Villas on Falls Subdivisions (PZ21-0087).
 - d) **ACTION ITEM:** Request to accept Public Right-of-Way for sidewalk improvements at 723 Sparks Street.
By: Erin Steel
 - e) **ACTION ITEM:** Consider a recommendation from the Parks and Recreation Commission to accept a request from Jennifer McClain with Southern Idaho Landscaping to donate two trees in memory of Kevin Cooper.
By: Dave Nebeker, Arborist, Parks Lead Operator
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Twin Falls Fire Department would like to recognize their newly promoted Captains and Drivers.
By: Les Kenworthy, Fire Chief
 - b) **PRESENTATION:** Twin Falls Fire Department would like to recognize their two new Firefighters for their completion of TFFD's Academy graduation.
By: Les Kenworthy, Fire Chief
 - c) **PRESENTATION:** Fire Chief Les Kenworthy would like to take this opportunity to present, award, and recognize their 2020 Fire Officer and Firefighter of the Year.
By: Les Kenworthy, Fire Chief

- d) **ACTION ITEM:** Approval and adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.
By: Gretchen Scott
- e) **INFORMATIONAL:** Request to present the Twin Falls Fire Department's 2020 annual report to the City Council.
By: Les Kenworthy, Fire Chief
- f) **ACTION ITEM:** Request to replace a fire truck in the Fire Department and consider using lease-purchase at the cost of \$750,000.00. (Includes radios, labeling, MDC, and other needed equipment).
By: Eric Schmitz , Battalion Chief
- g) **ACTION ITEM:** Request to approve the contract between the City of Twin Falls and the Twin Falls Rural Fire District from October 1, 2021 to September 30, 2024.
By: Les Kenworthy, Fire Chief
- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS
- 9) ADJOURNMENT
 - a) **ACTION ITEM:** ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - Wait to be recognized by the Mayor or Chairman
 - Approach the microphone/podium
 - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. 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.
5. 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 or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, 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 or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission 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 or Chairman.



Twin Falls City Council Minutes

Monday, September 20, 2021, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Council Member Craig Hawkins, Greg Lanting, Christopher Reid & Nikki Boyd.

Absent: Vice Mayor Ruth Pierce, Council Member Shawn Barigar

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, Assistant to the City Manager Mandi Thompson, City Attorney Shayne Nope, CFO Breanna Howard, Police Chief Craig Kingsbury, Airport Manager Bill Carberry, P&R Director Wendy Davis, Budget Coordinator Mathew Farnes, HR Director Gretchen Scott, Finance Administrative Assistant Amy Luna.

Mayor Hawkins called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Hawkins invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS

- a) Alzheimer's and Brain Awareness Month
Mayor Hawkins read and presented the *Proclamation for Alzheimer's and Brain Awareness Month*.
- b) Adult Education and Family Literacy Week
Mayor Hawkins read and presented the *Proclamation for Adult Education and Family Literacy Week*.

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- a) Request to approve September 13, 2021, City Council Minutes.
- b) Request to approve Accounts Payable for September 9-15, 2021.

5) ITEMS OF CONSIDERATION

- a) Certificate of Congratulations to Hannah Cameron, Miss Twin Falls.
Mayor Hawkins made a presentation to Miss Twin Falls, Hannah Cameron, and presented her with a Certificate of Congratulations.

Council Member Reid: Asked how an individual would get ahold of Sage and receive services or help.

- b) Request to appoint Tom Frank to the Airport Advisory Board for a second 3-year term.
Mayor Hawkins requested to appoint Tom Frank to the Airport Advisory Board for a Second 3-year term.

Discussion ensued on the following:

Council Member Boyd: Commented in favor of this appointment.

Council Member Lanting: Asked Tom what his future looks like when this term is over.

MOTION: Council Member Boyd moved to approve the appointment of Tom Frank to the Airport Advisory Board for a second 3-year term. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- c) Request to approve resubmitted MPOG application.
Assistant to the City Manager Thompson requested to approve a resubmitted MPOG application.

Legacy Fields of Idaho Little League Chairman Jeremy Banfield spoke about the request for \$9,963.00.

Discussion ensued on the following:

Council Member Boyd: Asked what situation the organization would be in without this money.

Council Member Reid: thanked the applicant for coming back. What is the exact amount that the applicant is asking for?

Council Member Lanting: Asked P&R Director Davis about the scholarships for the city recreation programs.

Mayor Hawkins: How would this work in the future if they were to receive funds this year and not in the future?

Council Member Lanting: Are they a "for-profit" program?

MOTION: **Council Member Reid** moved to approve the resubmitted MPOG application for \$9,963.00 as submitted. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- d) Request to approve selected art for a mural on the alley wall of the City Hall building.
City Manager Rothweiler, Acting URA Executive Director, requested to approve selected art for a mural on the alley wall of the City Hall Building.

Discussion ensued on the following:

Council Member Reid: Asked for clarification on the artwork.

Council Member Boyd: Asked for clarification on the artwork.

Mayor Hawkins: Asked about the building change.

MOTION: **Council Member Reid** moved to approve putting a mural on the alley wall of the City Hall building. **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- e) Update on park enhancement plans and projects
P&R Director Davis gave an update on park enhancement plans and projects.

Discussion ensued on the following:

Council Member Lanting: Talked about different names that the citizens use compared to the official names.

Mayor Hawkins: Thanked Ms. Davis for her presentation.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins commented on pickleball and the city's courts.

Mayor Hawkins spoke about the Walk for Alzheimer's and other upcoming walks for charity.

Advised everyone on Student Council meetings each Monday at 4:00 p.m.

8) PUBLIC HEARINGS

- a) Public Hearing to amend the Fiscal Year 2020-2021 Budget.

Budget Coordinator Farnes presented amendments to the Fiscal Year 2020-2021 Budget.

Discussion ensued on the following:

City Manager Rothweiler spoke about the process.

Public Hearing Opened: 6:04 pm

Citizen Patty Cameron asked about item #11 concerning Fire Station #3.

City Manager Rothweiler: Explained the line item.

Public Hearing Closed: 6:06 pm

MOTION: Council Member Lanting made a motion to suspend the rules and place **Ordinance #2021-016** on third and final reading by title only under suspension of the rules. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

Mayor Hawkins read Ordinance#2021-16 by title only.

MOTION: Council Member Reid moved to approve **Ordinance #2021-016** to amend the Fiscal Year 2020--2021 Budget to the amount of \$15,851,167.00. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

9) ADJOURNMENT

The meeting adjourned at 06:09 PM

Amy Luna, Finance Administrative Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting



Date: Monday, September 27, 2021
To: Parks and Recreation Commission
From: Elizabeth Hart, City Planner

ACTION ITEM

Request:

Request for an Approval on a Parks in Lieu application for the Villas on Falls Subdivisions (PZ21-0087).

Time Estimate:

15 minutes for staff presentation and discussion to follow.

Background:

This is a request for a cash contribution in lieu of a park for the Villas on Falls Subdivision. The subject property is a 7.26-acre subdivision with 31 residential units proposed. The Parks and Recreation Commission forwards a positive recommendation to the City Council.

In September of 2021, the City Council approved an ordinance that removes the cash contribution in lieu of park land from Title 10. This application was submitted prior to the new ordinance being adopted. Staff wanted to ensure the applicant went through the process they applied for. Because the application was submitted prior to the new ordinance being adopted, staff has determined that the applicant has the ability to choose to pay impact fees instead of the cash contribution. The applicant has not stated to staff that this is what they plan to do.

Approval Process:

In accordance with City Code Section 10-12-3-11 Section F: The city council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements.

Budget Impact:

NA

Regulatory Impact:

Per City Code 10-12-3-11 a "minipark" is a minimum of 15,000sq-ft and a "neighborhood" park is at least 3 acres of flat open space. The amount of land to set aside for park land is equal to the number of residential lots multiplied by 0.01. The fee structure for cash contributions for acquisition of park land shall be the appraised value of the required land area at the time of the application.

History:

NA

Analysis:

The subject subdivision is located between Madrona Street and Falls Avenue East.

The subject property is zoned R2. The R2 district allows for attached or detached single family dwellings, and duplexes.

The preliminary plat proposes 31 residential units on 7.26 acres, which equals a density of 4.3 units per acre.

The required amount of park land per city code would be .31 acres or 13,503 square feet.

The closest park or open space areas, which are not considered to service this subdivision based on the master plan, is Candy Cane Park and the Sawtooth elementary school facilities approximately .38 miles south.

The 2016 Parks Master Plan identifies this area as a “non-serviced” area and does not identify any future parks nearby. There are existing parks to the south and a planned neighborhood park to the north, but this subject property is outside of both service areas.

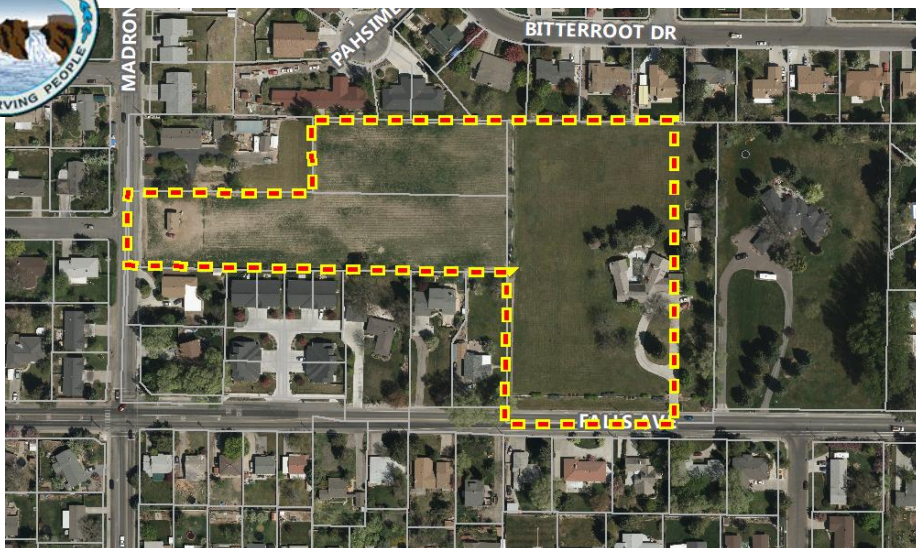
The requested Parks in Lieu contribution is calculated at \$39,289.71 based on the price of the property.

Conclusion:

The City Council is tasked with deciding whether to accept the Parks in Lieu cash contribution for the dedication of parks land. Based on the facts of the surrounding area, the limited size of potential park dedication, and the request being in compliance with the Parks Master Plan and City Code, staff recommends the acceptance of the cash contribution of \$39,289.71 in lieu of a dedication of park land.

Attachments:

1. PZ21-0087 CC SR PNL Villas on Falls
2. Villas on Falls Vicinity Map
3. Villas on Falls- 8.5 x 11 Preliminary Plat-1
4. Buyer Closing Statement
5. 2016 Parks and Rec Master Plan Proposed Improvements Map
6. Maps



Comprehensive Staff Report

To: Honorable Mayor and City Council

Presenter: Liz Hart, Senior City Planner

Request: for approval of a **Parks in Lieu Contribution** for Villas on Falls Subdivision

Application: PZ21-0087

Applicant & Representative:

Clint Schooner
Summit Restoration & Construction
3786 N 3381 E, Kimberly ID 83341

City Council: September 27, 2021

Background:

This is a request for a cash contribution in lieu of a park for the Villas on Falls Subdivision. The subject property is a 7.26-acre subdivision with 31 residential units proposed.

The Parks and Recreation Commission forwards a positive recommendation to the City Council.

In September of 2021 the City Council approved an ordinance that removes the cash contribution in lieu of park land from Title 10. This application was submitted prior to the new ordinance being adopted. Staff wanted to ensure the applicant went through the process they applied for. Because the application was submitted prior to the new ordinance being adopted, staff has determined that the applicant has the ability to choose to pay impact fees instead of the cash contribution. The applicant has not stated to staff that this is what they plan to do.

Approval Process:

In accordance with City Code Section 10-12-3-11 Section F: The city council may, at their discretion, approve and accept cash

contributions in lieu of park land with improvements.

Applicable Zoning Regulations:

Per City Code 10-12-3-11 a "minipark" is a minimum of 15,000sq-ft and a "neighborhood" park is at least 3 acres of flat open space.

The amount of land to set aside for park land is equal to the number of residential lots multiplied by 0.01.

The fee structure for cash contributions for acquisition of park land shall be the appraised value of the required land area at the time of the application.

Analysis and Compliance:

The subject subdivision is located between of Madrona Street and Falls Avenue East.

The subject property is zoned R2. The R2 district allows for attached or detached single family dwellings, and duplexes.

The preliminary plat proposes 31 residential units on 7.26 acres, which equals a density of 4.3 units per acre.

The required amount of park land per city code would be .31 acres or 13,503 square feet.

The closest park or open space areas, which are not considered to service this subdivision based on the master plan, is Candy Cane Park and the Sawtooth elementary school facilities approximately .38 miles south.

The 2016 Parks Master Plan identifies this area as a "non-serviced" area and does not identify any future parks nearby. There are existing parks to the south and a planned neighborhood park to the north but this subject property is out of both service areas.

The requested Parks in Lieu cash contribution is calculated at \$39,289.71 based on the price of the property.

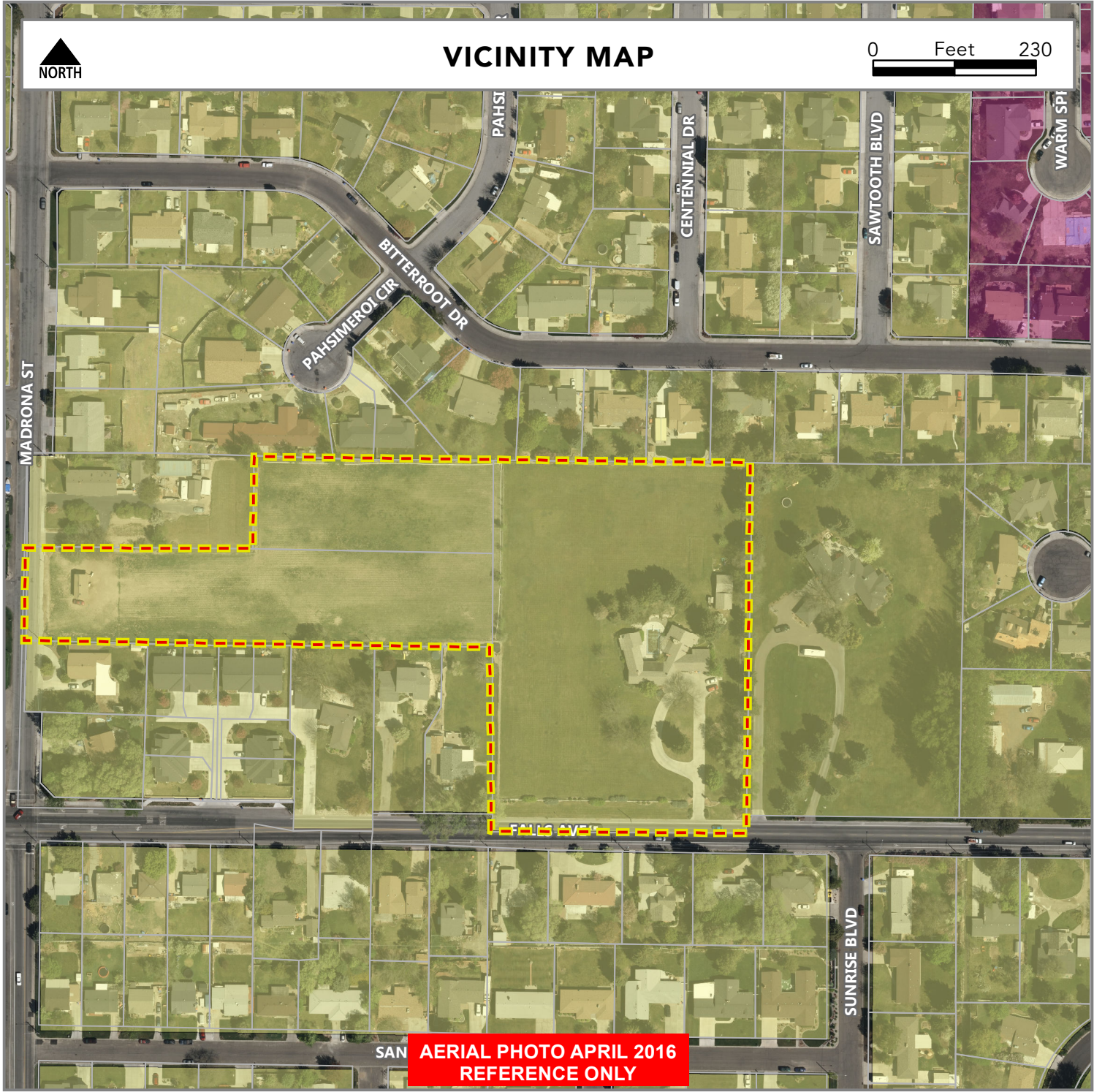
Conclusion:

The City Council is tasked with deciding whether to accept the Parks in Lieu cash contribution for the dedication of parks land.

Based on the facts of the surrounding area, the limited size of potential park dedication, and the request being in compliance with the Parks Master Plan and City Code, staff recommends to the acceptance of the cash contribution of \$39,289.71 in lieu of a dedication of park land.

Attachments:

1. Villas on Falls Preliminary Plat
2. Vicinity Map
3. Appraisal



R-1 VAR R-2

Key Notes

- (E) EXISTING CURB, GUTTER AND SIDEWALK - RETAIN & PROTECT
- (E) EXISTING CURB, GUTTER AND SIDEWALK - REMOVE & RECONSTRUCT AS SHOWN
- (E) EXISTING CURB AND GUTTER - REMOVE & RECONSTRUCT AS SHOWN
- (E) EXISTING UTILITY POLE - REMOVE & RELOCATE AS SHOWN
- (E) EXISTING FIRE HYDRANT - REMOVE & RELOCATE AS SHOWN
- (E) EXISTING ASPHALT ROADWAY - RETAIN & PROTECT
- (E) EXISTING SEWER MAIN - RETAIN AND PROTECT
- (E) EXISTING WATER MAIN - RETAIN AND PROTECT
- (E) EXISTING DRIVEWAY OR MAIN - REMOVE

- (C) PROPOSED ASPHALT OR CONCRETE DRIVEWAY
- (C) PROPOSED FALLS AVE E WIDENING - SEE DETAIL
- (C) PROPOSED SEWER MAIN EXTENSION - ESW REQUIRED
- (C) PROPOSED WATER MAIN LOOP
- (C) PROPOSED FIRE HYDRANT (TYPICAL)
- (C) PROPOSED PRESSURE IRRIGATION EXTENSION
- (C) PROPOSED RETENTION BASIN
- (C) PROPOSED CLUSTER WALDOX
- (C) PROPOSED OVERFLOW/STORY PARKING

(C) LANDSCAPE AREA - DESIGN AND PLAN BY OTHERS PER OWNER

Design Data:

Parcel No.: 870007030410, 8421, 8460
 Owner/Developer: Summit Restoration & Const.
 208-734-5311
 Engineer: EHM Engineers, Inc.
 621 N. College Rd.
 Ste 100
 Twin Falls, ID 83301
 (208)734-6888
 David Thibault, P.E.
 Div. Area: 316,080 SF (2.28 Ac.) w/Falls RR
 Zone: R-2
 Existing Use: Pasture/Residence
 Proposed Use: Residential Development
 Setbacks: Setbacks shall conform to City of Twin Falls Zoning and Subdivision Regulations
 Utilities: City Water, Water & Pressure Irrigation, Underground Power Gas and Cable TV
 Easements: As Shown on Plan

Storm Drainage Calcs

Note:
 Drainage Runoff Factors: $V=1.6/12(X)(ROF)$
 Impervious Area = 0.95
 Landscape Area = 0.25
 Pre-Development = 0.35
 Total Development Area = 300,410sf (6.89 Ac)
 Total Impervious Area = 170,989sf (3.92 Ac)
 Total Landscape Area = 129,421sf (2.97 Ac)
 Total Dev. Area = 300,410sf
 Impervious Area = 170,989sf
 Landscape Area = 129,421sf
 Total = 300,410sf
 Pre-Dev Area = 8,438sf
 Total Retention Required = 11,254sf

Storm Drainage to be Retained in Basin as Shown

Legend

Property Boundary Line	---
Proposed Lot Line	---
Proposed Easement Line	---
Building Setback Line	---
Proposed Water Main & Size	W 4"
Existing Water Main & Size	W 4"
Proposed Sewer Main & Size	S 4"
Existing Sewer Main & Size	S 4"
Proposed Pressure Irrigation Main & Size	PI 4"
Existing Pressure Irrigation & Size	PI 4"
Proposed Storm Drain & Size	SD 12"
Existing Storm Drain & Size	SD 12"
Existing Overhead Powerline	---
Proposed Fire Hydrant	⊙
Existing Fire Hydrant	⊙
Proposed Manhole	⊙
Existing Manhole	⊙
Proposed Power Pole	⊙
Existing Power Pole	⊙
Proposed Valve	⊙
Existing Valve	⊙
Proposed Catch Basin	⊙
Existing Catch Basin	⊙
Proposed Street Light	⊙

Notes

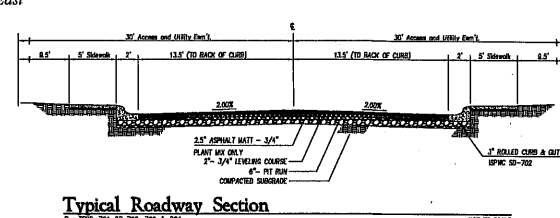
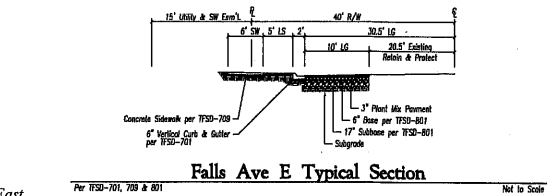
- INTERIOR LOT LINES AND PRIVATE DRIVES TO BE ADJUSTED OR DELETED AS NECESSARY.
 EASEMENTS FOR PUBLIC UTILITIES WILL BE PROVIDED ON FINAL PLAN.
 STORM WATER SHALL BE RETAINED ON SITE PER CITY STANDARDS.
 PRESSURIZED SURFACE IRRIGATION WATER SHALL BE PROVIDED TO ALL LOT PIPES SIZING WILL BE DETERMINED AS PART OF SITE DEVELOPMENT PLANS.
 PRIVATE STREET LIGHTING TO BE INSTALLED AND MAINTAINED BY THE LOT OWNER'S ASSOCIATION, DESIGN TO BE PROVIDED WITH DEVELOPMENT PLAN SUBMITTING.
 BUILDINGS, LOT LINES AND PRIVATE DRIVES ARE SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO RELOCATION, DELETION OR OTHER MODIFICATION PROVIDED SUCH CHANGES ARE IN ACCORDANCE WITH CITY OF TWIN FALLS ZONING ORDINANCE.
 ALL LANDSCAPING SHALL BE IRRIGATED USING TYPICAL SURFACE WATER. PRESSURIZED IRRIGATION TO BE PROVIDED BY A NEW PRESSURE IRRIGATION PUMP STATION.

NOTE:
 1. ALL ELEVATIONS BASED ON CITY OF TWIN FALLS FIRE HYDRANT DATUM.

0 25' 50' 100'
 Scale In Feet



Located In
 SW 1/4 SE 1/4, Section 3
 Township 10 South, Range 17 East
 Boise Meridian
 Twin Falls County, Idaho



EHM Engineers Inc.
 Engineers / Surveyors / Planners
 621 N College Rd., Suite 100 Twin Falls, ID 83301 - (208)734-6888

Preliminary Plan No.
Villas on Falls Subdivision
 Twin Falls, Idaho

DO NOT SCALE DRAWINGS
 CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES, ERRORS, OMISSIONS, OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK.

REVISIONS

DATE

APPROVED: D. THIBAUT
 DESIGNED: T. MCNEESE
 DRAWN: T. MCNEESE
 DATE: MARCH 2021
 SCALE: AS SHOWN
 SHEET NO. 146-21 PRE-PLAN #1/PP 146

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File No./Escrow No.: 74700
Print Date & Time: 04/28/21 07:36 PM
Officer/Escrow Officer: Tasha Schurger
Settlement Location:
TitleFact, Inc.
163 4th Ave N.
Twin Falls, ID 83301

TitleFact, Inc.
ALTA Universal ID: 5713
163 4th Ave N.
Twin Falls, ID 83301



Property Address:
TF ACRES INSIDE N 130.35'
X 663.96' OF S 392.65', EXC
W 5' W1/2 SW SE
Address not known at this
time
Twin Falls, ID 83301
TF ACRES INSIDE NE 1A OF
SE 3A OF N 4A OF S 8A OF
W1/2 SW SE
Address not known at this
time
Twin Falls, ID 83301
TF ACRES INSIDE S 523' OF
E1/2 SW SE, EXC E 300'
1937 Falls Avenue East
Twin Falls, ID 83301

Borrower: VILLAS ON FALLS, LLC

Seller: PARCELS NO. 1 & 2: Raelene
Hohnhorst and David
Kerrick, Trustees of the
JOHN HOHNHORST TRUST
created under the will of
John C. Hohnhorst, dated
June 15, 2004

SEE ADDENDUM-Additional
Seller(s)

Lender: NONE

Settlement Date: 04/30/2021
Disbursement Date: 05/03/2021

Loan Number:
MIC Number:

Additional dates per state requirements:

Description	Borrower/Buyer	
	Debit	Credit

Financial		
Sale Price of Property	\$690,000.00	
Deposit		\$10,000.00
Prorations/Adjustments		
County Property Taxes from 01/01/2021 thru 05/03/2021		\$2,645.01
Commission		
Real Estate Commission - Selling to WESTERRA REAL ESTATE GROUP	\$20,700.00	
Government Recording and Transfer Charges		
Recording Fee (Deed) to TitleFact, Inc.	\$30.00	
Miscellaneous		
E-Recording Fee to TitleFact, Inc.	\$9.00	
Settlement/Closing Fee to TitleFact, Inc.	\$550.00	
	Borrower/Buyer	
	Debit	Credit
Subtotals	\$711,289.00	\$12,645.01
Due From Borrower		\$698,643.99
Totals	\$711,289.00	\$711,289.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize TitleFact, Inc. to cause the funds to be disbursed in accordance with this statement.

VILLAS ON FALLS, LLC, an Idaho Limited Liability Company

BY: 

CLINT SCHNOOR, Member


Tasha Schurger

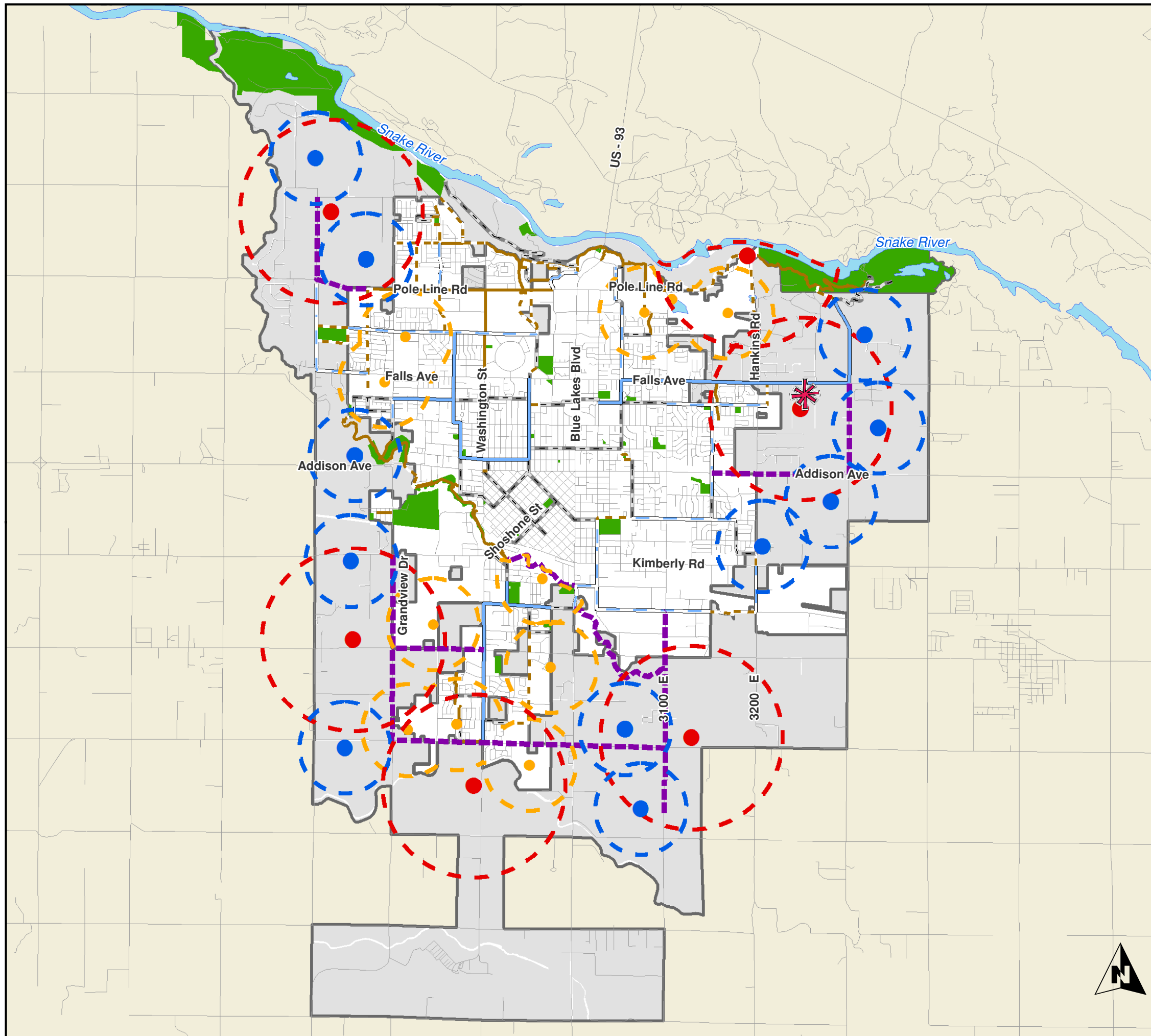
4/30/2021
Date

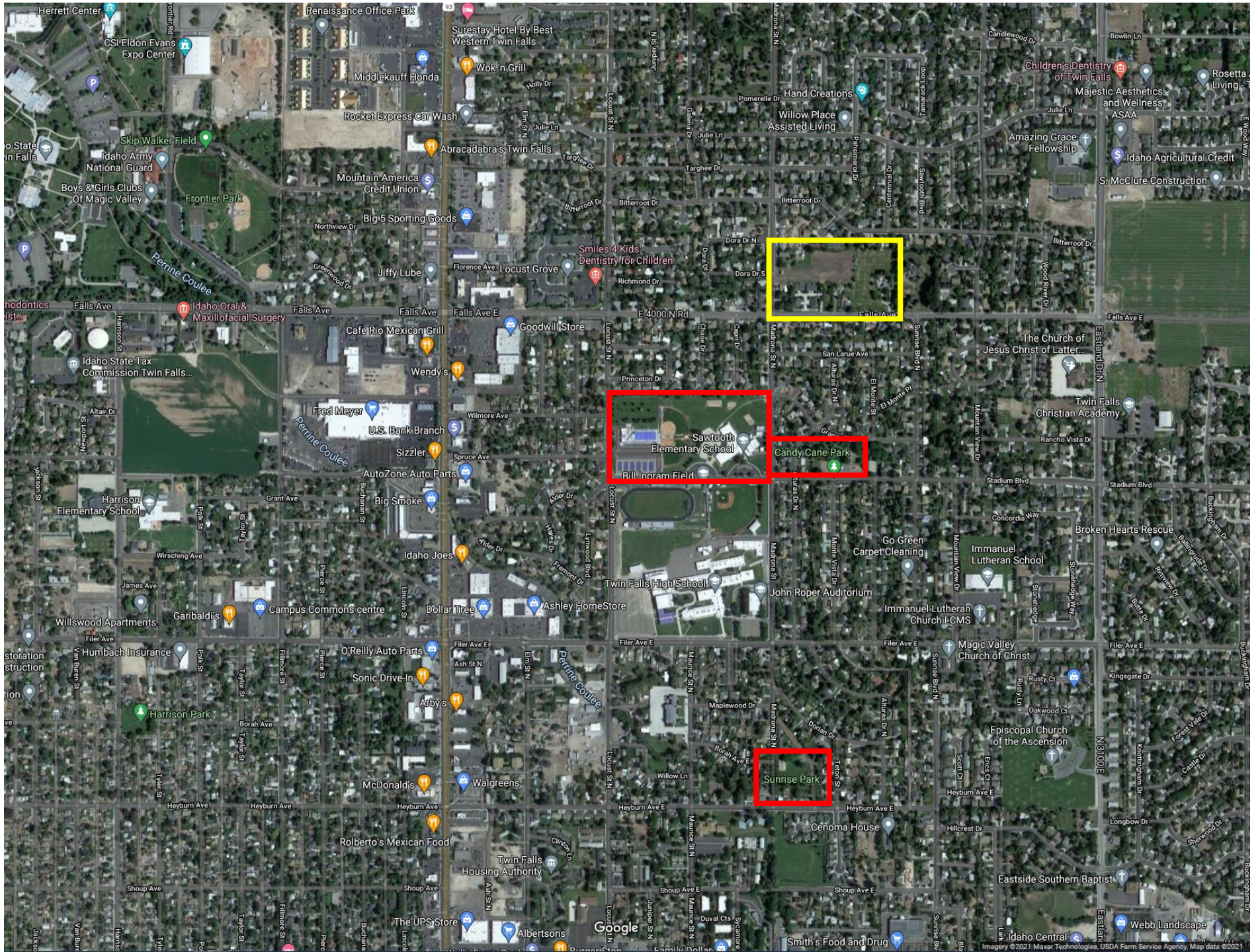


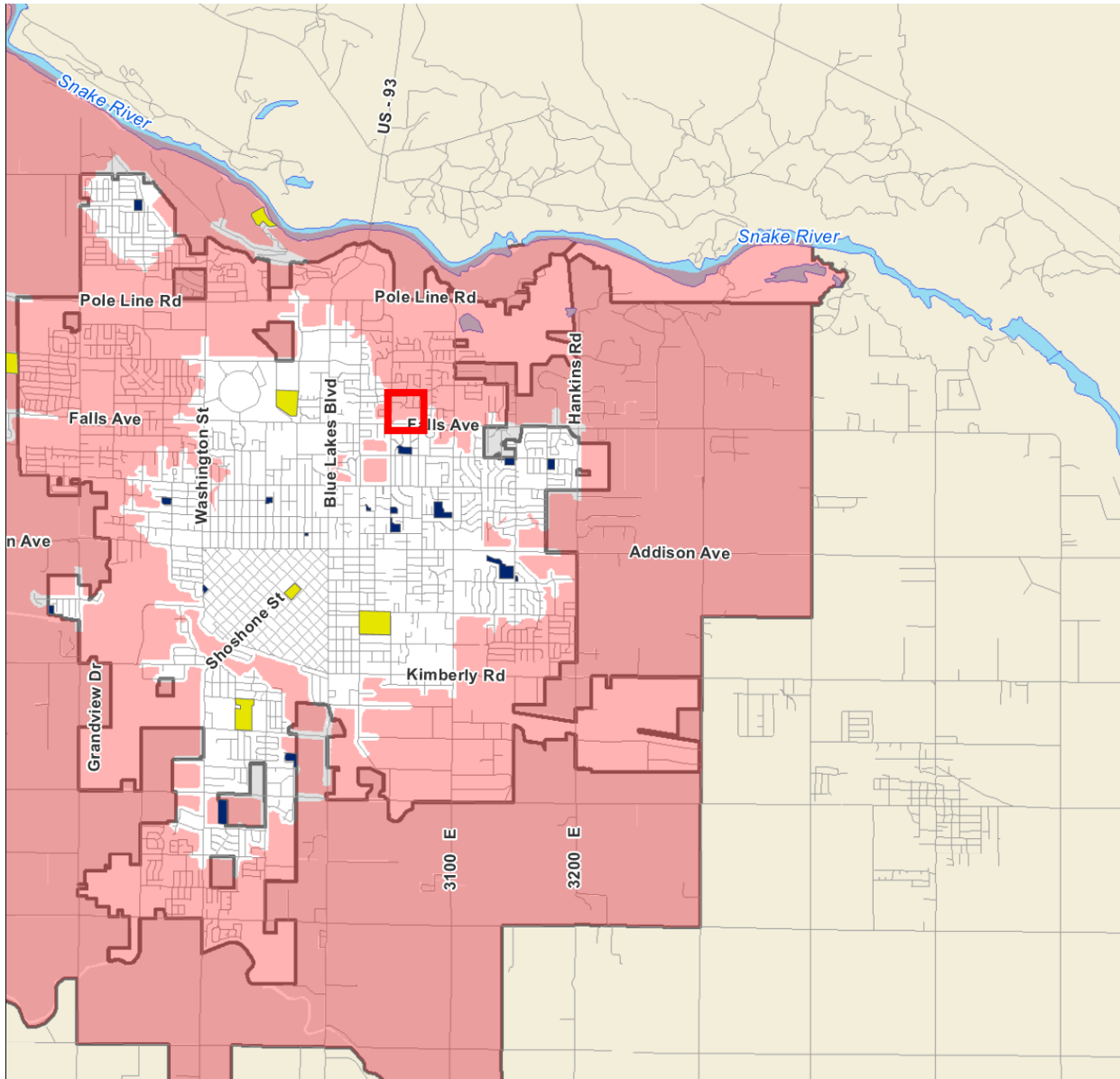
Proposed Master Plan Improvements

Exhibit 13

-  Proposed Recreation Center
 -  Planned Neighborhood Parks (3 - 10 Acres)
 -  Planned Neighborhood Park Service Area
 -  Proposed Community Park (11 - 50 Acres)
 -  Proposed Neighborhood Park (3 - 10 Acres)
 -  Proposed Community Park Service Areas
 -  Proposed Neighborhood Park Service Areas
 -  Existing Parks
 -  City of Twin Falls
 -  Twin Falls Area of Impact
- Trails**
-  Existing Bike Lane
 -  Existing Shared Use Path
 -  Planned Bike Lane
 -  Planned Shared Use Path
 -  Planned Marked Shared Roadway
 -  Proposed Trails



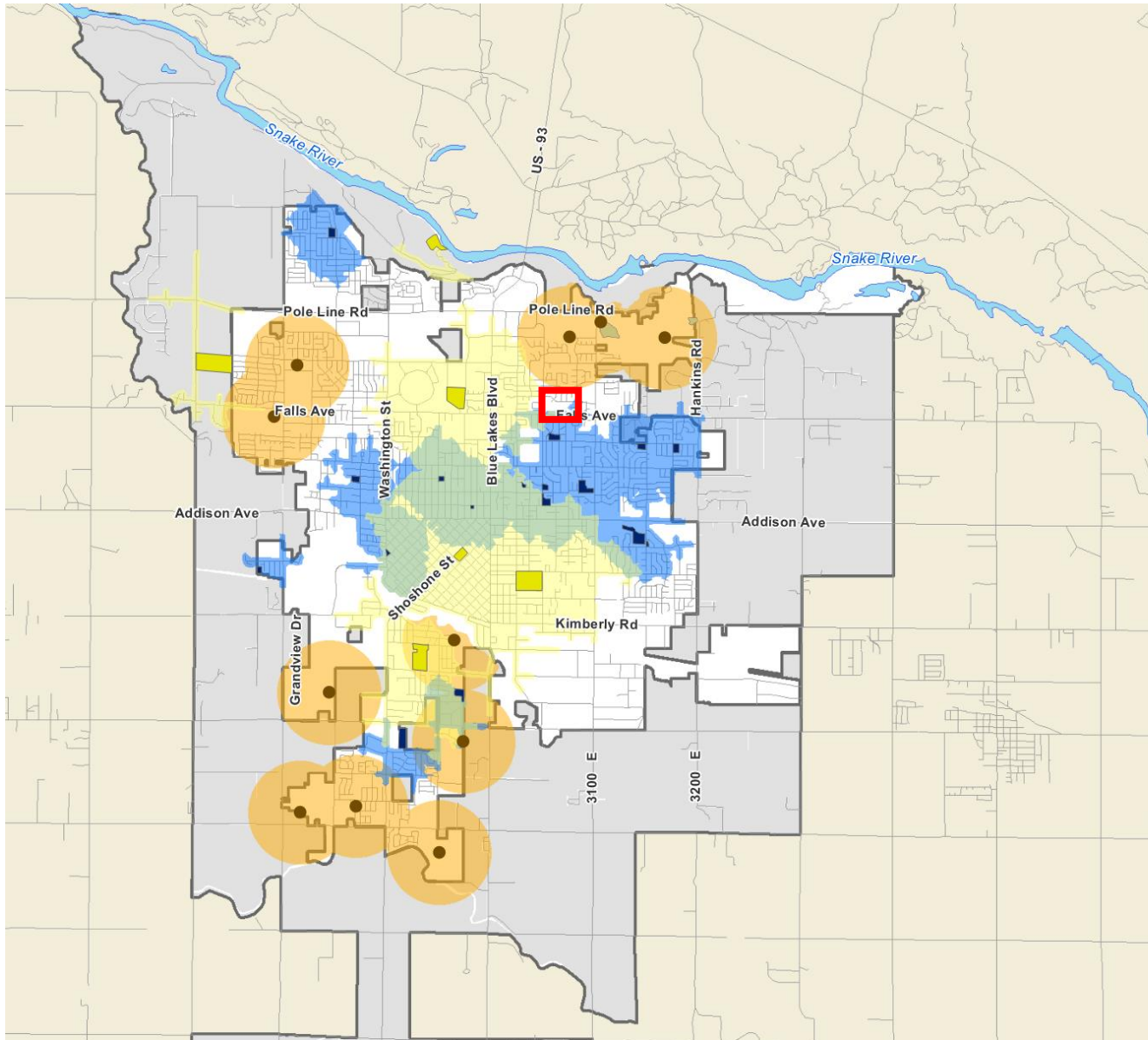




Areas Not Currently Served by Neighborhood or Community Parks

Exhibit 6

-  Community Parks
-  Neighborhood Parks
-  Areas Not Currently Served
-  City of Twin Falls
-  Twin Falls Area of Impact



Existing and Planned Park Service Areas

Exhibit 8

Legend

- Existing Community Parks
- Existing Neighborhood Parks
- Planned Neighborhood Parks
- Community Park Service Areas
- Neighborhood Park Service Areas
- Planned Park Service Areas
- City of Twin Falls
- Twin Falls Area of Impact



Date: Monday, September 27, 2021
To: Honorable Mayor and City Council
From: Erin Steel, Staff Engineer

ACTION ITEM

Request:

Request to accept Public Right-of-Way for sidewalk improvements at 723 Sparks Street.

Time Estimate:

Consent Calendar

Background:

City Staff staff worked with Mr. David Bolster to acquire 374 square feet of his property as Right-of-Way to complete a safe pedestrian route to Perrine Elementary School. Mr. Bolster's property, located at 723 Sparks Street, is the last remaining piece of missing sidewalk needed to complete connectivity to Perrine Elementary School. As an individual on a fixed income and unable to pay to complete the sidewalk, he has agreed to provide the Right-of-Way to the City. In exchange, the City will construct sidewalk and curb gutter improvements along the frontage of his property (75 linear feet).

This location is shown in the Master Sidewalk Plan as an area of missing sidewalk. Constructing this missing section supports the strategic plan initiative to provide an accessible community.

Approval Process:

Majority approval will allow City Staff to acquire the Right-of-Way and complete the project.

Budget Impact:

The impact to the budget will be the time and materials the City crew will need to construct the sidewalk and curb gutter.

Regulatory Impact:

All Right-of-Way must be accepted by City Council as outlined in City Code 10-16-1.

History:

NA

Analysis:

NA

Conclusion:

Staff recommends signing the agreement acquiring the property for public Right-of Way.

Attachments:

1. 723 Sparks Street ROW Deed
2. P-Sparks St

PUBLIC RIGHT-OF-WAY DEED

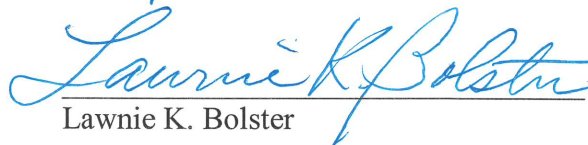
David L. Bolster and Lawnie K. Bolster, husband and wife, (Grantor), does hereby grant, convey and dedicate fee simple title to the public as public right of way under the jurisdiction of City of Twin Falls, 203 Main Avenue East, Twin Falls, ID, (Grantee) a permanent and perpetual public right-of-way, for construction, continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

(See attached Exhibit A - Legal Description)

And the said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premises; that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Executed and delivered this 22nd day of September, 2021


David L. Bolster


Lawnie K. Bolster

STATE OF IDAHO

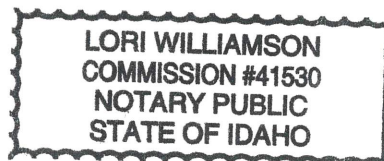
) ss.

County of Twin Falls

On this 22 day of Sept, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared David L. Bolster, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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


NOTARY PUBLIC
Residing at: Twin Falls, Id.
Commission expires: 11/28/2022



STATE OF IDAHO

) ss.

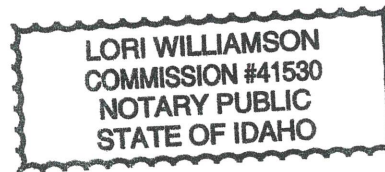
County of Twin Falls

On this 22 day of Sept, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawnie K. Bolster, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



NOTARY PUBLIC
Residing at: Twin Falls, Id.
Commission expires: 11/28/2022



ACCEPTANCE OF PUBLIC RIGHT-OF-WAY

Grantee City of Twin Falls does hereby accept dedication of the public right-of-way.

Name and title of representative of public entity

STATE OF IDAHO

) ss.

County of Twin Falls

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Twin Falls.

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

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

Order No. T020993

Re-Recorded To Correct Legal.

WARRANTY DEED

For Value Received

LEE OLIVAS and THERESA M. OLIVAS, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

DAVID L. BOLSTER and LAWNIE K. BOLSTER, husband and wife

the grantee(s), whose current address is

723 SPARKS STREET, TWIN FALLS, ID 83301

the following described premises, to-wit:

A parcel of land in the Southeast Quarter of Lot 28 of ORCHALARA SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 1 of Plats, page 81, recorded in the County Recorders office of said County, more particularly described as follows:

BEGINNING at a point on the East line of Lot 28 at 100 feet North from the Southeast corner of said Lot 28;
Thence West 145.6 feet parallel to the South line of Lot 28;
Thence North 74.79 feet;
Thence East 145.6 feet to the East line of Lot 28;
Thence South 100 feet to the TRUE POINT OF BEGINNING.
74.79

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: November 27, 2002

Lee Olivas

LEE OLIVAS

Theresa M. Olivas

THERESA M. OLIVAS

STATE OF IDAHO

COUNTY OF TWIN FALLS

On This 27 day of November, in the year 2002, before me, a Notary Public in and for said State, personally appeared LEE OLIVAS and THERESA M. OLIVAS, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Kimberly

Notary Public of Idaho

Residing at , Idaho, KIMBERLY
Commission Expires: 7-11-06

TWIN FALLS COUNTY
RECORDED FOR:
FIRST AMERICAN TITLE - TWIN FA
01:01:35 PM 06-10-2015
2015009300
NO. PAGES 1 FEE: \$10.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

Exhibit A – Legal description

A parcel of land located in the NW1/4 of the NE1/4 of Section 8, T. 10 S., R. 17 E., Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the N1/4 corner of said Section 8 which is a 5/8" rebar with a plastic cap, from which the NE corner of said Section 8 which is a 3" ITD brass cap, bears S 88°23'39" E for 2618.02 ft., the Basis Of Bearing of this description; run thence S 88°23'39" E a distance of 880.70 ft. to a calculated point at the intersection of Falls Avenue West and Sparks Street on the northerly boundary of said Section 8; thence S 0°57'21" W a distance of 672.96 ft. to a 5/8" rebar at the intersection of Robbins Avenue West and Sparks Street; thence S 0°58'08" W a distance of 406.99 ft. to a calculated point; thence N 89°01'52" W a distance of 25.00 ft. to a calculated point; thence S 0°58'08" W a distance of 74.79 ft. to a calculated point; thence N 89°05'20" W a distance of 5.00 ft. to a 5/8" rebar with a plastic cap, said point being the POINT OF BEGINNING:

Thence S 89°05'20" E a distance of 5.00 ft. to a calculated point;

Thence S 0°58'08" W a distance of 74.79 ft. to a calculated point;

Thence N 89°05'20" W a distance of 5.00 ft. to a 5/8" rebar with a plastic cap;

Thence N 0°58'08" E a distance of 74.79 ft. to a 5/8" rebar with a plastic cap, said point being the POINT OF BEGINNING.

Parcel "A" Contains 374 Square Feet



CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION P - SPARKS ST

NORTH OF CASWELL AVE W TO SOUTH OF PERRINE
ELEMENTARY ENTRANCE

IMPROVEMENT PRIORITIZATION = 2

PURPOSE

CONNECT EXISTING SIDEWALK CREATING A SAFE
PEDESTRIAN ROUTE TO I.B. PERRINE ELEMENTARY

REQUIRED IMPROVEMENTS

- * 75' OF SIDEWALK
- * 75' OF CURB/GUTTER
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK
- * DEDICATION OF RIGHT OF WAY

ESTIMATED COST \$13,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING
DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|---|--|
|  PROPOSED SIDEWALK |  CURB/GUTTER DEFERRAL |
|  SCHOOLS |  SIDEWALK DEFERRAL |
|  PARKS | |



Date: Monday, September 27, 2021
To: Parks and Recreation Commission
From: Elois Joseph

ACTION ITEM

Request:

Consider a recommendation from the Parks and Recreation Commission to accept a request from Jennifer McClain with Southern Idaho Landscaping to donate two trees in memory of Kevin Cooper.

Time Estimate:

5 minutes.

Background:

The City of Twin Falls Donation Policy states that all proposed donations shall be reviewed by the Twin Falls Parks and Recreation Commission and a recommendation made to the Twin Falls City Council.

The attached Donation Request from Jennifer McClain with Southern Idaho Landscaping is for the donation of two trees to be planted at Sunway Soccer Complex in memory of Kevin Cooper. Jennifer is working with arborist Dave Nebeker for variety of tree and placement.

The Parks and Recreation Commission reviewed the request at the September 14, 2021 meeting and forwards the recommendation for approval to Council.

Approval Process:

A simple majority will approve the request.

Budget Impact:

There is no budgetary impact associated with this request.

Regulatory Impact:

Approval will allow the donor to proceed.

History:

N/A

Analysis:

N/A

Conclusion:

Staff has reviewed this request and recommends approval.

Attachments:

1. Southern Idaho landscaping tree donation request



TWIN FALLS PARKS AND RECREATION

136 Maxwell Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-736-2265 • Fax: 208-736-1548

DONATION REQUEST FORM

Date: 9/10/2021

Requested by: Jennifer McClain / Southern Idaho Landscape Center

Address: 21150 Hwy 30
Street Address

<u>Filer</u>	<u>Idaho</u>	<u>83328</u>
City	State	Zip Code

Home Phone: 208-326-2100 Work Phone: _____
(Area Code) (Area Code)

Donation Requested: Memorial tree with plaque

(Tree, bench, drinking fountain, picnic tables, playground equipment, picnic shelters, etc.)

Location Requested: Sunway Complex

Alternative Location: _____

Plaque Inscription: In memory of Kevin Cooper

*Send this form to Twin Falls Parks & Recreation, P.O. Box 1907, Twin Falls, ID 83303.
For further information, please contact the Parks & Recreation office at (208) 736-2265.*

FOR OFFICE USE ONLY

Donation Name: _____

Site: _____ Type: _____

Completion Date: _____

The Benefits are Endless...



Date: Monday, September 27, 2021
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

PRESENTATION

Request:

Twin Falls Fire Department would like to recognize their newly promoted Captains and Drivers.

Time Estimate:

This presentation will take approximately 15 minutes.

Background:

Fire Chief Les Kenworthy would like to take this opportunity to welcome and recognize each of our newly promoted Captains Jesse Bowman, Fred McDonald, and our newest Driver/Operators Zack Fleming, Austin Sharp, take their oath of office, and pin their new rank badges.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Kenworthy would like to have our newest Captains Jesse Bowman, Fred McDonald, and Driver/Operator Zack Fleming, and Austin Sharp sworn in before the City Council, with Mayor Suzanne Hawkins administering their Oath of Office on September 27, 2021.

Attachments:

1. Fire Captain Oath of Office
2. Driver Oath of Office

**City of Twin Falls Fire Department
State of Idaho
Fire Captain Oath of Office**

I, _____, do hereby declare, that as a Fire Captain of the Twin Falls Fire Department, my fundamental duty is to serve the people I swear to protect, to safeguard and preserve life, health and property against fire and other perils.

I will uphold the standards of my profession, I will at all times, respect the property and rights of all men and women, the laws of my country, and members I serve with. I recognize the badge of my office as a symbol of public faith and trust so solemnly, freely, and upon my honor.

I will uphold the values and leadership philosophy of the City of Twin Falls.

I will constantly strive to achieve the objectives and ideals that the fire service instills, dedicating myself to the saving of life, preventing and suppressing fires and performing other duties enacted and placed up to me.

As a member of the City of Twin Falls Fire Department, I accept this self-imposed and self-enforced obligation as my responsibility and make these promises upon my honor.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____.

ATTEST:

Les Kenworthy, Fire Chief



**City of Twin Falls Fire Department
State of Idaho
Driver Oath of Office**

I, _____, do hereby declare, that as a Driver/Operator of the Twin Falls Fire Department, my fundamental duty is to serve the people I swear to protect, to safeguard and preserve life, health and property against fire and other perils.

I will uphold the standards of my profession, I will at all times, respect the property and rights of all men and women, the laws of my country, and members I serve with. I recognize the badge of my office as a symbol of public faith and trust so solemnly, freely, and upon my honor.

I will uphold the values and leadership philosophy of the City of Twin Falls.

I will constantly strive to achieve the objectives and ideals that the fire service instills, dedicating myself to the saving of life, preventing and suppressing fires and performing other duties enacted and placed up to me.

As a member of the City of Twin Falls Fire Department, I accept this self-imposed and self-enforced obligation as my responsibility and make these promises upon my honor.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____.

ATTEST:

Les Kenworthy, Fire Chief





Date: Monday, September 27, 2021
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

PRESENTATION

Request:

Twin Falls Fire Department would like to recognize their two new Firefighters for their completion of TFFD's Academy graduation.

Time Estimate:

This presentation will take approximately 20 minutes.

Background:

Fire Chief Les Kenworthy, and fire staff would like to recognize our two new TFFD Firefighters, Joseph Casias, and Aaron Iles, for their completion of TFFD's Academy Graduation, taking their firefighter oath, and pinning their badges.

Recruit Firefighters

Joseph Casias

Joe was born and raised in Sonoma, California. His first jobs in high school were working at the local Ace Hardware and cutting Christmas trees every winter at a tree farm. He enjoyed playing football, baseball, track, and wrestling while growing up.

In 2011, he attended a junior college near the Oregon border just out of high school, where he received his Associates Degree in Fire Technology and Emergency Response. Three days after graduation, he took his first paid job in the Fire Service and the rest is history!

He has been married since 2015 to his wife Mercedes, and they enjoy being outdoors as much as possible, hunting, camping, and playing sports with their kids. They are honored for the opportunity to raise their three children in such a great place, surrounded by wonderful people! He is very excited to serve you all for many years to come.

Aaron Iles

Aaron was born in Grants Pass, Oregon, and was raised in North Bend, Oregon. He graduated from North Bend High School in 2017. Immediately after graduating, he enlisted in the United States Coast Guard as a Damage Controlman. His duties included welding, carpentry, plumbing, and firefighting. He was stationed in Cape May, New Jersey, Mobile, Alabama, Yorktown, Virginia, and Astoria, Oregon in his 4 years of service. He also had the opportunity to attend the Louis F Garland Fire Academy, in San Angelo, Texas, in 2019.

He started his fire service career with Astoria Fire Department as a volunteer Firefighter in 2019. He enjoys spending time with friends and family, fishing, hunting, and sports. He's so grateful and blessed to have this amazing opportunity to serve the Twin Falls community, and to work and learn from the great people in this department. He looks forward to working with you all.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Kenworthy would like to have Firefighters Casias and Iles sworn in before the City Council, with Mayor Suzanne Hawkins administering the Firefighter's Oath of Office on this Monday, September 27, 2021.

Attachments:

1. Firefighter Oath of Office

**City of Twin Falls Fire Department
State of Idaho
Firefighter Oath of Office**

I, _____, do hereby declare, that as a member of the Twin Falls Fire Department, my duty is to serve the people I swear to protect, to safeguard and preserve life, health, property, and against fire and other perils.

I will uphold the standards of my profession, continually searching for new and improved methods of serving the people and will share my knowledge and skill with my colleagues and descendants.

I recognize the badge of my office as a symbol of public faith and trust, and I accept so long as I am true to the ethics of the fire service.

I will uphold the values and leadership philosophy of the City of Twin Falls.

I will constantly strive to achieve the objectives and ideals that the fire service instills, dedicating myself to saving life's, preventing, and suppressing fires, and performing other duties enacted and placed upon me.

I accept this self-imposed and self-enforced obligation as my responsibility and make these promises so solemnly, freely, and upon my honor.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____.

ATTEST:

Les Kenworthy, Fire Chief





Date: Monday, September 27, 2021
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

PRESENTATION

Request:

Fire Chief Les Kenworthy would like to take this opportunity to present, award, and recognize their 2020 Fire Officer and Firefighter of the Year.

Time Estimate:

This presentation will take approximately 10 minutes.

Background:

The 2020 Fire Officer and Firefighter awards will be presented by Fire Chief Kenworthy. In addition to an individual award, they will be memorialized on a plaque located in the lobby at our headquarters fire station.

Fire Officer of the Year

This award is nominated and selected by all members of the Twin Falls Fire Department who choose to participate through a survey sent out via Survey Monkey.

This award is presented to current fire officers and firefighters in the Twin Falls Fire Department who have exhibited behaviors that may be considered commendable, outstanding, and/or improved the reputation of the fire service.

Consider the following:

Character: The individual demonstrates the highest order of character. Including traits of trustworthiness, respect, responsibility, fairness, and citizenship. This individual is honest, loyal, and reliable. He/she is considerate of others. The individual uses self-control, thinking before he/she acts, and owning the consequences of their actions.

Dedication: He/she has demonstrated the highest degree of dedication, participation, and contributions within his/her fire department and to the fire service at the county level, including training, fire response, public education, and other fire service operations.

Loyalty: The individual has demonstrated an allegiance TFFD, and to its firefighters. Is steadfast, striving to achieve or improve upon the goals of the fire service, engaging in solution-driven constructive criticism, that will lead to improvements in the service.

Professionalism: Performs their duties in a manner that exemplifies the competency that all firefighters should strive to achieve, and which reflects the highest standards of the fire service.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Present, award and recognize both our 2020 Fire Officer and Firefighter of the year in front of City Council for their outstanding and dedicated service to the citizens and visitors of the City of Twin Falls.

Attachments:

None



Date: Monday, September 27, 2021
To: Honorable Mayor and City Council
From: Gretchen Scott, Human Resources Director

ACTION ITEM

Request:

Approval and adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.

Time Estimate:

20 minutes.

Background:

The Collective Bargaining Agreement was last adopted in September of 2020 and renews automatically thereafter unless either party makes a request to open the negotiation process. A request was made to open the contract and City Administration and the Executive Board of Local 1556 have met on several occasions during the last few months to discuss the following items.

Section 13 - Vacation and Holidays: Addition of Juneteenth

Section 17 - Accident Leave: Correction of document reference

Section 23 - Manning Companies: Addition of the Training Captain replaces expired M.O.U.

Section 24 - Shift Assignments: Addition Station Selection Process replaces expired M.O.U.

Appendix A

Updated Pay Table

Training Officer Compensation

Attached is the full contract with changes tracked.

Approval Process:

This has been voted on and approved by the Twin Falls Firefighters Local 1556 at the September 16, 2021 meeting. Formal approval and adoption by the City Council are required to ratify the Agreement.

Budget Impact:

N/A

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

The City and Twin Falls Firefighters Local 1556 have enjoyed an excellent relationship for many years. It is the recommendation of staff that this agreement be formally adopted by the City Council.

Attachments:

1. Final 2021_2022 CBA Clean Copy
2. Final 2021_2022 CBA Tracked Changes Council SEP 27



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 2021 to September 30, 2022

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AGREEMENT

This Agreement is entered into by and between the CITY OF TWIN FALLS, IDAHO, hereinafter referred to as the EMPLOYER, and LOCAL 1556 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the ASSOCIATION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association:

- a) to maintain and increase individual productivity and quality of services;
- b) to express the complete agreement between the parties on wages, hours and conditions of employment;
- c) to prevent any interruptions of work and interference with the efficient operation of the Fire Department; and,
- d) to confirm an orderly procedure for the resolution of grievances.

SECTION 1 – FORMAL RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Battalion Chiefs, Fire Marshal, and Administrative Assistant, pursuant to the terms of Idaho Code Sections 44-1801 through 44-1811, inclusive. The Association recognizes the City Manager and the City Council, acting through their appointed committees, as the only legal and binding authority of the Employer.

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

Membership in the Association is voluntary and is governed by Association by-laws. The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, or non-membership in the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, gender, religion, physical limitation, or sexual orientation.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or documented personnel issue; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

All written and agreed upon rights, privileges, and working conditions enjoyed by the employees at the present time, and are not included in this Agreement, shall remain in full force, unchanged and unaffected in any matter, during the term of this Agreement unless changed by mutual consent of the Employer and the Association. In the event a right, privilege or working condition is inadvertently omitted or cannot be mutually agreed upon, it may be subject to the grievance procedure. If a prevailing right conflicts with a provision of the Fair Labor Standards Act, as regulated by the Department of Labor or interpreted by the courts, the standard established by the Fair Labor Standards Act shall prevail.

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Fire Department Rules and Regulations, including Standard Operating Procedures and/or Guidelines, as are currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations or Standard Operating Procedures and/or Guidelines shall be given an opportunity to offer suggestions prior to the implementation. The Association may submit, at any time, recommendations for modifications to Rules and Regulations, including Standard Operating Procedures and/or Guidelines, to the Employer's authorized agent for their evaluation, review and consideration for adoption. Changes in the rules and regulations including Standard Operating Procedures and/or Guidelines, during the term of this agreement shall be subject to the grievance process.

The provisions of city of Twin Falls Employee Handbook, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

The Employer agrees to deduct, once each month, dues only, in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be sent to the Treasurer of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

SECTION 7 – ASSOCIATION BUSINESS

Employees elected to Association office shall be granted reasonable time off to perform their local Association functions with the Employer. In addition, as many as three (3) members of the negotiating team shall be allowed time off up to six (6) shifts per person for all meetings which shall be mutually agreed upon by the Employer and the Association. Upon mutual agreement, further time for negotiations may be allowed.

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed for actual expenses incurred in the course of conducting the business in accord with the policies established by the City's travel policy. Entertainment or other personal expenses not directly involved in the conduct of City business are not reimbursable.

SECTION 9 – BULLETIN BOARDS

The Employer agrees to furnish space for one suitable bulletin board to be supplied by the Association in a convenient place in each fire station. The Association shall limit its posting or notices and bulletins to such bulletin boards for the purpose of posting notices of Association meetings, Association elections, Association election returns, Association appointments to office and Association recreational or social affairs. Such notices shall first be approved by the Association officers. The Association agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

SECTION 10 – FAIR LABOR STANDARDS ACT

It is recognized by both parties that the Employer must comply with the requirements of the Fair Labor Standards Act. Unless otherwise covered by this agreement, it is the intention of the employer to comply with the minimum standards required by the law.

SECTION 11 – WORK PERIOD

Both parties covered by this agreement have elected to establish an alternative work period as allowed under Section 7(K) of the Fair Labor Standards Act.

Each work period shall commence at 8:00 A.M. and end twenty-four (24) days later. The work period selected for Section 7(K) purposes is not to be confused with the pay period or tour of duty. The term work period simply refers to the 24-day period used to compute the overtime due under Section 7(K).

After an initial training period, during which the new employee will work a 40-hour work week, the regular tour of duty for suppression personnel shall be one (1) rotating forty-eight (48) hour on-duty shift followed by ninety-six (96) hours off duty.

Exception: When staffing levels are less than a number that allows for equal placement on all three shifts, an alternate schedule will be used for employees not assigned to shifts A-C, as described

below. The intent of this alternate shift schedule is to allow equal shift coverage when Full Time Equivalents are not divisible by three increments.

24 Hour D and E Shift

Alternate Shift Schedule One (D-shift) (*repeating three week):

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

**Every 168 days the Monday, Thursday cycle is changed to a Monday, Wednesday cycle during this work week. This allows Pay cycles to be consistent.*

									OFF	ADD				
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Alternate Shift Schedule Two (E-shift) (* repeating every three weeks):

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

**Every 168 days the Tuesday, Friday schedule adds a Sunday and the following week, is a Thursday Friday schedule and the Wednesday is an off-day. This allows Pay cycles to be consistent.*

					ADDED			OFF						
	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon

In order to assure compliance with the Fair Labor Standards Act, time sheets will be provided by the Employer and completed by the employee on a daily basis. Time sheets shall reflect all hours worked and all hours paid but not worked, such as sick leave or vacation.

Appendix A to this agreement shall set forth the Pay Schedule.

SECTION 12 – OTHER PAY

- Overtime. All overtime shall be administered in accordance with the Fair Labor Standards Act. The salary stated in Appendix A shall include straight time pay for 182 hours in a 24-day work period. Hours worked in excess of 182 hours in a 24-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.
- Emergency and Non-Emergency Call Back Pay. Employees called back to work for emergency or non-emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1 ½ times their normal hourly rate for a minimum of two (2) hours.

- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. Early Relief. If an employee chose to voluntarily arrive early for a shift, that employee can relieve another employee on a previous shift if both agree with no changes to either employees' compensation. Employees are not required to provide early relief.
- e. Pre-Shift Briefing. Employees who spend any amount of time prior to their shift receiving necessary and useful information necessary for performing their duties or preparing activities necessary to start working their shift will be compensated for such time if such time spent is routinely more than 15 minutes.
- f. Temporary Assignment. In order to maintain continuity within a station or shift, any forecasted vacancy of greater than four (4) consecutive tours at the positions of Driver/Operator or Captain will be filled with a temporary assignment. The individual fulfilling the duties of the higher position will be paid an hourly adjustment equal to the starting pay of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- g. Portal to Portal. Any employee who is detailed out on contracted work including but not limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho, etc., shall be compensated, portal to portal.
- h. Out of Area Training. The standard for pay shall be the number of hours that would have been worked if not for the training or the total number of hours accrued during the training and travel whichever is greater.

Example: Employee is scheduled to work a Tuesday and Wednesday 48-hour tour, but instead, attends an out of area training Monday through Friday for a total class and travel time of 42 hours. The employee will be compensated for the 48 hours regularly scheduled time. Conversely if the training and travel time totaled 54 hours the Employee would be compensated for 54 hours. Overtime will be paid in accordance with Section 12(a).
- i. Court Time. Employees called to attend or appear at any work-related court hearing during off-duty hours shall be compensated in accordance with Section 12 (b). If more than one court hearing is schedule within the two-hour minimum, no additional compensation will be granted. If, however, the total time spent exceeds the two-hour period, actual hours worked will then be compensated.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, shall earn vacation leave based on the monthly accrual rate shown in Table II. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month. Fire fighters working a 40-hour work week shall earn and use sick leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

TABLE II				
Accrued Sick Leave	Annual Vacation Rate		Monthly Equivalent	
Hours	Shifts	Hours	Shifts	Hours
0 - 864	6	144	0.50	12
865 – 1,440	7	168	0.583	14
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	9	216	0.75	18
2,160	10	240	0.834	20

A new employee's vacation shall start to accrue on the first day of the calendar month that is nearest to his/her date of starting full-time regular employment.

No employee is entitled to use vacation until completion of the sixth month of employment unless otherwise approved by the Chief, or his designee.

Regular days off shall not be computed as full working days when falling within any continuous vacation period. If an employee is eligible for the holiday benefit, holidays falling within the vacation will not be counted as part of the vacation.

The maximum vacation accrual shall be 10 shifts. Vacation accruals in excess of 10 shifts shall be converted to accumulated sick leave subject to the maximum accumulation provision. Once the maximum accumulation of sick leave is achieved, vacation balances in excess of the maximum shall expire. Emergency personnel regularly assigned holiday duty may accrue vacation and holiday time to a total of 12 shifts (288 hours). Each employee's vacation accrual record shall be reviewed for compliance with this section as of his/her annual anniversary date. Carry-over of excess vacation hours may be granted by the City Manager when work requirements do not allow vacation to be used prior to the employee's anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by their department head subject to the right of the department head to plan the work under his/her control and to authorize absences only at such time as the employee can best be spared. Vacation shall be deducted from the employee's accrued balance, based on the hours of vacation used during the work period. If an employee's vacation balance is not sufficient to cover the leave, Payroll shall deduct monies from their paycheck in an amount equal to the deficiency. The use of vacation prior to its accrual shall be viewed as abuse and subject to disciplinary action.

When leaving the services of the City, an employee shall be paid for accrued vacation time not taken.

Holidays shall be New Year's Day, Dr. Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and Christmas Eve when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday. When Christmas Eve falls on a Friday, Saturday or Sunday, the holiday shall not be granted. In lieu of the holiday benefit, fire fighters shall be credited 12 hours of additional vacation leave per holiday. Additional holidays granted to other City employees shall be compensated at the hourly equivalent per holiday (one-half day = 6 hours, full day = 12 hours).

SECTION 14 – SICK LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn sick leave based on monthly accrual rates shown in Table I. Fire fighters working a 40-hour work week shall earn and use sick leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month.

TABLE I				
Accrued Sick Leave		Annual Sick Leave Rate		Monthly Equivalent
Hours	Shifts	Hours	Shifts	Hours
0 – 864	12	288	1.0	24
865 – 1,440	10	240	0.834	20
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	6	144	0.5	12
2,160	*4	*96	*0.334	*8

*Once an employee has reached his/her maximum sick leave accrual, the excess hours will continue to accrue in a dedicated account. Upon retirement, the employee may use the time exclusively for the purchase of health care coverage until the account is depleted or the age of 65. Once the employee qualifies for Medicare, the benefit terminates.

An employee shall be considered as having completed a month of service if he/she appears on the payroll nine or more working shifts in a month. For the purpose of this section, each shift on duty in the Fire Department will be considered as one working day. A new employee's sick leave shall start to accrue on the first day of the calendar month nearest to the date of starting full-time regular employment.

For the purposes of this agreement, sick leave shall be defined as the absence from work of an employee due to personal illness, or the serious illness of an immediate family member requiring the employee's attendance. Immediate family shall be defined as spouse, children, parents of the employee and employee's spouse.

As a matter of policy, the sick leave benefit shall be considered a privilege rather than a right of employment. Sick leave may be used as allowed in this agreement, but for no other purpose. Any abuse of the sick leave benefit shall result in strict disciplinary action and potential termination.

When an employee finds it necessary to use the sick leave privilege, the employee shall report the fact to the department head or supervisor in accordance with departmental policy. The department head shall require a doctor's release prior to allowing an employee to return to work or prior to the authorization of sick leave pay for time not worked, when the employee's sick leave record indicates a health problem, susceptibility to recurring illness or frequent serious illness in the employee's family.

Any member of the Association who is temporarily incapacitated as a result of a non-work related illness or injury and who has a limited-duty statement from his/her doctor may be allowed to return to work to perform duties as assigned by the Chief.

Sick leave may be accumulated if not used during the year earned, subject to a maximum accrual of 90 shifts.

Sick leave may not be taken in advance of the period earned. Family Medical Leave or Leave of absence without pay may be allowed as provided in this agreement. When leaving the services of the City, an employee shall not receive pay for any unused sick leave.

Sick leave may not be used for lost time resulting from work-related injuries.

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Twin Falls Employee Handbook.

SECTION 16 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section 4.9 of Twin Falls Employee Handbook, may apply.

Any member of the Association who is eligible to receive compensation from the State Insurance Fund and receives a limited-duty statement from their physician may be expected to return to work to perform duties as assigned. The temporary reassignment may be in another department and may include a change in the regular tour of duty. Refusal to accept bona fide limited-duty work may be cause for the State Insurance Fund to discontinue Workman's Compensation benefits.

Accident Leave granted during the time a fire fighter is unable to perform his/her duties until he/she begins to receive benefits from the Fire Fighter's Retirement Fund, shall not exceed a period of twelve (12) months. It shall consist of full City pay less any compensation paid under the Workman's Compensation laws. Said Accident Leave time shall not be deducted from an employee's sick leave.

SECTION 18 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to three (3) shifts off with pay, subject to the approval of the Chief. The immediate family shall be defined as spouse, children of the member, grandparents, mother, father, brother, sister of the member and those of the member's spouse.

SECTION 19 – MILITARY LEAVE

The City will comply with all aspects of the Uniformed Services Employment and Reemployment Rights Act (USERRA) as prescribed by Federal Law.

Employees who are called for military training or service shall be granted a leave of absence, without pay, during the actual duration of such services. The department head may hire a temporary employee to take the place of employees on military leave. The temporary employee shall be terminated upon the full or part time employee's return to work. Non-war time military leaves shall be limited to six (6) months unless extension is granted by the City Council.

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject to review and approval of the department head and City manager. Military leave will not affect vacation or sick leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee, may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION 20 – RETIREMENT FUND

The City shall pay the Employer's contribution as established by the retirement system. Mandatory increases in the Employer's retirement rate set during the term of the agreement shall be paid by the City.

SECTION 21 – SOCIAL SECURITY

Following the Referendum B vote of July 16, 2012, which was held in accordance with 42 U.S.C 418(d), where a majority of the members of the Twin Falls fire fighters voted to withdraw from the Social Security Act, the City of Twin Falls has agreed with Twin Falls Fire Fighter's Local 1556 that it shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, contribute the equivalent amount (currently 6.2%), as calculated for all other employees of the City of Twin Falls, into the PERSI Choice Plan as long as each fire fighter contributes a matching contribution of a minimum of one percent (1%).

SECTION 22 – DISABILITY INSURANCE

Should the City of Twin Falls discontinue offering Standard long-term disability insurance, or an equivalent long-term disability benefit as is currently provided to all employees, the City agrees to provide a minimum ninety (90) day notice to the Association, at which time its members can elect to use a portion of their rebated Social Security premium to offset the costs.

SECTION 23 - MANNING OF COMPANIES

Each shift will staff twelve (12) full-time paid career personnel for emergency response. Staffing will include:

Command:	One (1) Battalion Chief
Station One:	One (1) Captain One (1) Driver Operator Two (2) Firefighters
Station Two:	One (1) Captain One (1) Driver Operator One (1) Tender Driver
Station Three:	One (1) Captain One (1) Driver Operator One (1) Tender Driver
Station Four:	One (1) Driver Operator

In case of injury, illness or other uncontrollable circumstance, the shift may drop below minimum staffing levels. The Fire Chief or his designee will take necessary actions to bring staffing levels back to twelve personnel, within a four (4) hour period, utilizing any qualified personnel (WOC included). This shall include mandating qualified personnel to report for duty.

In addition to the above assignments a Captain will be assigned to the Training Division and Training Officer position per the department S.O.P.

SECTION 24 – SHIFT ASSIGNMENTS

The Battalion Chiefs can change any position or station assignments or shift assignments for department operational and functional needs. The intent of this section is to allow Battalion Chiefs to make changes to station assignments to meet the operational need of staffing for technical and operational needs or improve a personnel situation. Personnel situations include, but are not limited to, personnel conflicts, disciplinary actions, and department cohesiveness. When possible, a 30-day notice of shift change will be provided to all affected employees. Station assignments will be made at the discretion of the Battalion Chief. Regular employees moving shifts shall be exempt from the vacation selection (double-up rules) restrictions for the remainder of that calendar year. This rule does not apply to introductory employees. The exemption of vacation selection rules will not apply when the exemption would require another employee to work the holiday on overtime. However, if another employee is willing to work the holiday, the employee being moved will be allowed to keep the holiday off, even if it requires overtime.

Annual Station Assignment Selection Process:

1. Prior to shift assignment selection all shifts will meet with their BC to consult about shift needs.
2. Station assignment selection will be conducted annually on each shift, in October to coincide with vacation selection. Assignments will become effective January 1st.
3. The Association will be responsible for the station selection process and must be conducted identically on each shift.
4. Station assignments will be selected based on time in grade. Time in grade will be defined as date of promotion to Captain, Driver, and Firefighter.
5. Short term coverage required by members on the same shift and same rank for Vacations, Sick Leave, Airport Rotation, or any other reason will be filled by a rover position when possible.
6. When short term coverage requiring use of swing-up personnel is necessary, the vacancy generally will be filled with qualified personnel from the station where the vacancy occurs. Occasionally it may be necessary to move personnel from another station to achieve desired qualification requirements.
7. The intent is to equally distribute these swing-up opportunities with the least station movement possible.
8. New hire firefighters will be assigned to the shift with a vacancy and will spend their probationary period on this shift.

Position Assignments:

Station 1:	Station 2:	Station 3:
Captain	Captain	Captain
Driver	Driver	Driver
Firefighter	Firefighter/TD	Driver Rover
Firefighter		Firefighter/TD
Firefighter Rover		

SECTION 25 – TRADING OF SHIFTS

For purposes of this agreement, trading of shifts (time trades) shall be considered a prevailing right, subject to several restrictions established by the Fair Labor Standards Act.

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.

- 3) The trade must be between two employees who have the same qualifications and be able to act in the same capacity as each other's rank or assignment. Example: If a Driver/Operator wants to trade with a Captain he must retain the qualifications to be a Captain (must already be a "swing-up" Captain). The Captain can trade with the Driver/Operator based on the fact that he had held the position prior and therefore is qualified.

As a result of the 1985 Amendments, if two employees trade hours pursuant to Section 7(p)(34) of the FLSA, each employee will be credited as if he or she had worked his or her normal work schedule. Any time worked beyond the normal work schedule will be credited to the working employee and compensation will be paid accordingly to that employee. If the employee designated to work an approved time trade fails to report for duty for any reason, the employee who is to receive credit as if he or she had worked their normal work schedule will, instead, have the hours deducted from their vacation balance.

SECTION 26 – VACANCIES – PROMOTIONS

When a regular full-time vacancy occurs in any position covered by this agreement, the Employer shall review the position in accordance with its responsibilities as stated in Section 3 (Management Rights) and the status of the fiscal year budget. If the decision is made to fill the position, then it shall be filled in a reasonable period of time. Filling of vacancies shall be accomplished in accordance with the department standard operating procedure (S.O.P.).

The employer shall conduct an evaluation, on a two-year interval, for the promotional positions of Operator/Driver and Captain. The schedule shall be developed with Association input. As a result of the evaluation, an eligibility list shall be posted for each position with each applicant placed on the list in ranked order. All lists will expire after two years or if all eligible applicants have been appointed. If an applicant has been through a promotional process multiple times, the most recent score will be used to determine their ranking on the promotional list. If two or more applicants end up with the same score following the evaluation, Departmental seniority will be used to determine ranking on the list.

SECTION 27 – PERSONNEL REDUCTION

If the Employer finds it necessary to reduce Fire Department positions, the employee with the least service time shall be the first discharged in accordance with procedure outlined below.

If positions within a division other than the lowest ranked position are designated for reduction, the following procedure shall apply:

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the

position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.

- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.
- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

Employees bumped in accordance with Paragraph (b) shall have the benefit of the procedure outlined in Paragraphs (a) – (d).

In the event that forced reductions or bumping affects two or more employees promoted to a particular position on the same day, the following procedure shall apply:

- a) If applicable under the promotional procedures, the employee with the highest test scores in the testing for the particular position shall be deemed to have the superior seniority;
- b) If both, seniority in the position and test scores are equal, then the employee with the most seniority in the division shall be deemed to have the superior seniority. If test scores are not utilized as part of the promotional criteria, then seniority within the division shall be the sole determining factor.

An employee who is laid off because of reduction in force shall be given first opportunity for reemployment if:

- a) The employee is qualified to hold the available position; and,
- b) The employee has maintained a personal record which would not discredit the Department or the employer.

The laid-off employee shall be notified of the vacancy by certified mail and be given a period of seven (7) calendar days to reply. The notification shall be mailed to the last known address of the former employee. It shall be the former employee's responsibility to notify the Personnel Director of any change of address.

Opportunity for reemployment shall be offered in inverse order of lay-off, so that the last person laid off shall have the first opportunity for reemployment.

Offers of reemployment shall be limited to one (1) opportunity. If the laid-off employee fails to respond to said notification within the time permitted or refuses the offer for reemployment, all rights and privileges under this policy shall terminate.

Individuals restored to employment under provision of Section 27 shall retain sick leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION 28 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 29 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 30 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within eighteen (18) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period.

SECTION 31 – SAFETY PROGRAM

The Association may submit through standard channels of communications to the Fire Chief reports, investigations, suggestions, recommendations and review of all accidents, deaths, injuries or illness pertinent to the fire service. The Chief shall evaluate such communications and forward to the City Manager.

SECTION 32 – HEALTH AND WELLNESS

The Employer and the Association agree that a Health and Wellness program is important to the health and productivity of firefighters and to the safety and efficiency in performing the duties of the job. In that spirit, the Employer shall provide mandatory physicals to every employee that has an obligation to perform firefighting duties. The physicals will be at no cost to the employee and will be completed annually on or around the month of the employee's birth.

The physicals shall be completed by the employer's contracted physician and a physician's statement which indicates the employee's ability, or lack thereof, to perform the job duties will be returned to the Employer. All other documentation and personal medical information shall be directed to the employee receiving the physical and no medical information shall be shared with the employer by the physician without the employee's consent. The various tests that are completed as a part of the physicals will include the following:

General Physical Exam	Medical History Review
Patient Stress Questionnaire	EKG
Urine Analysis/Labs	Tuberculosis Test
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	
Other items may be ordered at the doctor's discretion.	

SECTION 33 – CLOTHING ALLOWANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

SECTION 34 – EMPLOYEE GOLF RATES

In order to promote physical fitness, the Employer agrees to establish employee rates for golf course use. The employee rate shall be equal to one-half (1/2) the regular rate – either on a daily basis or for a season pass. The discounted rate for daily greens fees shall apply to City employees only. A reduced rate will be allowed on individual, couple and family season passes. This benefit may be lost for represented employees if it is lost to all City employees.

SECTION 35 – PARKING

The Employer shall provide, without cost to employees on duty, adequate parking space on City property in the vicinity of fire stations and work sites.

SECTION 36 – SAVING CLAUSE

If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 37 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by all responsible parties and shall be subject to all the provisions of this Agreement.

SECTION 38 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2021 and shall remain in full force and effect until the 30th day of September 2022. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

DATED September 27, 2021

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Gerald B. Dillman, President

City Manager, Travis P. Rothweiler

Kyle Eldridge, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, 2021

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	• High School Diploma • EMT – Basic	\$ 3,760
FIREFIGHTER 1	• 1 year in position • Firefighter 1 Certification	\$ 4,060
FIREFIGHTER 1 + 3 years	• 3 years in position • Firefighter 1 Certification	\$4,262
FIREFIGHTER II	• 2 years with TFFD • Firefighter 1 • Firefighter 2 • Swing Up Driver	\$ 4,624
SENIOR FIREFIGHTER	• 8 years with TFFD • Fire Officer 1	\$ 4,821
DRIVER	• 3 years with TFFD • Firefighter 2 • Driver's Academy Certificate	\$ 5,256
SENIOR DRIVER	• 5 years in position • Swing Up Captain	\$ 5,635
CAPTAIN	• 5 years with TFFD • Fire Officer 1 certification • 2 years as Swing Up Driver	\$ 6,300
SENIOR CAPTAIN	• 5 years in position • Swing Up Battalion Chief	\$ 6,615

- 1) Monthly Salary: The salary shown in the pay table above shall include straight time pay for 230.67 hours. The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24-day work period.

Newly hired firefighter employees will receive the Probationary Firefighter wage. Promoted employees will be moved from his or her current salary to the salary of the promoted position.

- 2) Hourly Rate: Hourly rates for each position classification shall be calculated by dividing the monthly salary by 230.67 for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

Hours worked in excess of 182 in a 24-day work period shall be paid at one and one-half times the hourly rate. All absences from work, except excused hours, vacation and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

- 3) Changes to Pay: All salary adjustments are subject to budget authorization and Council approval. Employees that are beyond the introductory period and that receive a favorable

performance evaluation will be granted an increase in accordance to the pay table effective each fiscal year.

Extra Duty Pay: Members that fulfill extra duty positions and responsibilities shall receive an extra duty payment of \$150.00 on a monthly basis. Members are eligible to collect a maximum of two extra duty payment

Eligible Extra Duty Positions

- Fire Investigators (Maximum of 2 members)
- Hazmat Team Members (Maximum of 12 members)
- Technical Rescue Team Members (Maximum of 12 members)

- 4) Longevity Pay: Longevity shall be paid according to the following table for each full year of service, commencing on the employee's anniversary date of the sixth consecutive year of service. Longevity pay will be calculated for completed years of service with the Twin Falls Fire Department, lateral credit will not be considered.

Monthly Base Pay Increase	On the Employee's Anniversary Date
\$70.00	5
\$100.00	10
\$135.00	15
\$165.00	20
\$200.00	25

- 6) Training Officer Position Compensation: The Training Officer position is regularly scheduled for a 40-hour week and is eligible for emergency callback overtime. The position is not eligible to work (24-hour) shift overtime unless given prior approval by the Fire Chief. Should that occur the overtime hours shall be paid in accordance with the Section 12 (a) of the C.B.A. in force.

The regular rate of compensation shall be based on the tenure of the Captain assigned to the position according to the Pay Table in this appendix. The position shall also receive Assignment Pay which is calculated as 7.5% of the Senior Captain salary amount listed in the Pay table in this appendix.

Observed holidays shall follow the definitions as provided in the C.B.A. Section 13. Vacation time shall be requested in advance and taken with the approval of the Fire Chief. Vacation and sick leave banks shall be converted from Fire to General banks using the following multipliers:

Fire Vacation accruals multiplied by 0.6666

Fire Sick accruals multiplied by 0.3335

Leave accruals for sick and vacation shall be set according to the General Employee Leave Accrual Tables in the Employee Handbook Section 4, in accordance with Section 13 of the C.B.A. with the following conversions:

Upon completion of the assignment to Training Officer, the vacation and sick leave banks shall be converted from general to fire banks using the following divisors:

General vacation accruals divided by 0.6666
General sick accruals divided by 0.3335

DATED September 27, 2021

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Gerald B. Dillman, President

City Manager, Travis P. Rothweiler

Kyle Eldridge, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

The purpose underlying this discipline policy is to establish a consistent procedure for maintaining suitable behavior and a productive working environment. Disciplinary action may include oral reprimand, written reprimand, suspension without pay, probation, demotion, reduction in pay, and termination. Disciplinary action need not be progressive in nature.

- 1) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
 - a. Progressive Counseling may include Verbal and Written Counseling: Progressive Counseling may be used by supervisors in response to employee policy violations, performance deficiencies or behavior problems. The supervisor should provide adequate information to understand the areas of concern and review dates no longer than 60 (sixty) days in the future. Progressive counseling records shall be placed in the departmental personnel files. After 1 year an employee may make a request to the Fire Chief that the counseling be removed from departmental personnel files.
 - b. Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense, and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is noted in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - c. Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file. A written reprimand may not be appealed.
 - d. Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline

is initiated by completion of the “Notice of proposed Disciplinary Action” on a form from the Personnel Office. The “Notice” shall first be approved by the City Manager or a designated Deputy City Manager and then hand-delivered to the employee by the Department Head. The “Notice” shall be signed by the Department Head and the employee must acknowledge receipt of the “Notice” by signing the form. The employee shall be provided with a copy of the “Notice” along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager or designated Deputy City Manager within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to alter the proposed disciplinary action, in which case the City Manager or designated Deputy City Manager shall be consulted prior to implementing the decision.

- 2) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a “Notice of Appeal” to the Personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for discussion with City Officials and involved parties. If an agreement cannot be reached, the appeal will then be subject to mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED September 27, 2021

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Gerald B. Dillman, President

City Manager, Travis P. Rothweiler

Kyle Eldridge, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the interpretation or application of specific conditions of the employee handbook, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge, but excluding disciplinary action.

An aggrieved employee or former employee has from the beginning of the alleged problem fourteen (14) calendar days in which to file the grievance. The filing period may be extended if both parties are working informally to resolve the problem. The extension should be in written form, signed by both parties. If the issue cannot be resolved, either party should notify the other that impasse has been reached. The filing period will commence with the date of impasse. An aggrieved employee shall first submit the grievance in writing on a form provided by the Personnel Office. The submittal shall include all pertinent facts as determined by the employee, the basis for the grievance expressed in terms of the specific rules or regulations alleged to be misinterpreted and the action the employee believes the City should take as a result of the grievance filing.

The department head shall make a written report on his findings and decision concerning any such grievance, which report shall be submitted to the City Manager within two (2) working days of receipt of the written grievance or as soon thereafter as possible.

The City Manager shall review the department head's decision and may interview all interested parties and then shall make his decision concerning said grievance. The City Manager shall provide his decision in writing to the aggrieved employee within five (5) working days of receipt of the department head's report or as soon as possible.

If either the department head or the City Manager is unable to respond to the grievance within the prescribed time frame, notification including an approximate complete date will be provided to the grievant.

An employee may appeal the City Manager's decision by requesting a hearing before the City Council. Said request must be made in writing to the Personnel Office within seven (7) calendar days following receipt of the City Manager's decision. The matter will be placed on the Council agenda, either as a regular agenda item or as a special meeting.

DATED September 27, 2021

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Gerald B. Dillman, President

City Manager, Travis P. Rothweiler

Kyle Eldridge, Vice President

Lane Barker, Secretary/Treasurer



CITY OF TWIN FALLS
AND
TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement
October 1, 2021 to September 30, 2022

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AGREEMENT

This Agreement is entered into by and between the CITY OF TWIN FALLS, IDAHO, hereinafter referred to as the EMPLOYER, and LOCAL 1556 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the ASSOCIATION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association:

- a) to maintain and increase individual productivity and quality of services;
- b) to express the complete agreement between the parties on wages, hours and conditions of employment;
- c) to prevent any interruptions of work and interference with the efficient operation of the Fire Department; and,
- d) to confirm an orderly procedure for the resolution of grievances.

SECTION 1 – FORMAL RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Battalion Chiefs, Fire Marshal, and Administrative Assistant, pursuant to the terms of Idaho Code Sections 44-1801 through 44-1811, inclusive. The Association recognizes the City Manager and the City Council, acting through their appointed committees, as the only legal and binding authority of the Employer.

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

Membership in the Association is voluntary and is governed by Association by-laws. The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, or non-membership in the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, gender, religion, physical limitation, or sexual orientation.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or documented personnel issue; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

All written and agreed upon rights, privileges, and working conditions enjoyed by the employees at the present time, and are not included in this Agreement, shall remain in full force, unchanged and unaffected in any matter, during the term of this Agreement unless changed by mutual consent of the Employer and the Association. In the event a right, privilege or working condition is inadvertently omitted or cannot be mutually agreed upon, it may be subject to the grievance procedure. If a prevailing right conflicts with a provision of the Fair Labor Standards Act, as regulated by the Department of Labor or interpreted by the courts, the standard established by the Fair Labor Standards Act shall prevail.

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Fire Department Rules and Regulations, including Standard Operating Procedures and/or Guidelines, as are currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations or Standard Operating Procedures and/or Guidelines shall be given an opportunity to offer suggestions prior to the implementation. The Association may submit, at any time, recommendations for modifications to Rules and Regulations, including Standard Operating Procedures and/or Guidelines, to the Employer's authorized agent for their evaluation, review and consideration for adoption. Changes in the rules and regulations including Standard Operating Procedures and/or Guidelines, during the term of this agreement shall be subject to the grievance process.

The provisions of city of Twin Falls Employee Handbook, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

The Employer agrees to deduct, once each month, dues only, in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be sent to the Treasurer of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

SECTION 7 – ASSOCIATION BUSINESS

Employees elected to Association office shall be granted reasonable time off to perform their local Association functions with the Employer. In addition, as many as three (3) members of the negotiating team shall be allowed time off up to six (6) shifts per person for all meetings which shall be mutually agreed upon by the Employer and the Association. Upon mutual agreement, further time for negotiations may be allowed.

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed for actual expenses incurred in the course of conducting the business in accord with the policies established by the City's travel policy. Entertainment or other personal expenses not directly involved in the conduct of City business are not reimbursable.

SECTION 9 – BULLETIN BOARDS

The Employer agrees to furnish space for one suitable bulletin board to be supplied by the Association in a convenient place in each fire station. The Association shall limit its posting or notices and bulletins to such bulletin boards for the purpose of posting notices of Association meetings, Association elections, Association election returns, Association appointments to office and Association recreational or social affairs. Such notices shall first be approved by the Association officers. The Association agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

SECTION 10 – FAIR LABOR STANDARDS ACT

It is recognized by both parties that the Employer must comply with the requirements of the Fair Labor Standards Act. Unless otherwise covered by this agreement, it is the intention of the employer to comply with the minimum standards required by the law.

SECTION 11 – WORK PERIOD

Both parties covered by this agreement have elected to establish an alternative work period as allowed under Section 7(K) of the Fair Labor Standards Act.

Each work period shall commence at 8:00 A.M. and end twenty-four (24) days later. The work period selected for Section 7(K) purposes is not to be confused with the pay period or tour of duty. The term work period simply refers to the 24-day period used to compute the overtime due under Section 7(K).

After an initial training period, during which the new employee will work a 40-hour work week, the regular tour of duty for suppression personnel shall be one (1) rotating forty-eight (48) hour on-duty shift followed by ninety-six (96) hours off duty.

Exception: When staffing levels are less than a number that allows for equal placement on all three shifts, an alternate schedule will be used for employees not assigned to shifts A-C, as described

below. The intent of this alternate shift schedule is to allow equal shift coverage when Full Time Equivalents are not divisible by three increments.

24 Hour D and E Shift

Alternate Shift Schedule One (D-shift) (*repeating three week):

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

**Every 168 days the Monday, Thursday cycle is changed to a Monday, Wednesday cycle during this work week. This allows Pay cycles to be consistent.*

									OFF	ADD				
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Alternate Shift Schedule Two (E-shift) (* repeating every three weeks):

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

**Every 168 days the Tuesday, Friday schedule adds a Sunday and the following week, is a Thursday Friday schedule and the Wednesday is an off-day. This allows Pay cycles to be consistent.*

					ADDED			OFF						
	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon

In order to assure compliance with the Fair Labor Standards Act, time sheets will be provided by the Employer and completed by the employee on a daily basis. Time sheets shall reflect all hours worked and all hours paid but not worked, such as sick leave or vacation.

Appendix A to this agreement shall set forth the Pay Schedule.

SECTION 12 – OTHER PAY

- Overtime. All overtime shall be administered in accordance with the Fair Labor Standards Act. The salary stated in Appendix A shall include straight time pay for 182 hours in a 24-day work period. Hours worked in excess of 182 hours in a 24-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.
- Emergency and Non-Emergency Call Back Pay. Employees called back to work for emergency or non-emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1 ½ times their normal hourly rate for a minimum of two (2) hours.

- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. Early Relief. If an employee chose to voluntarily arrive early for a shift, that employee can relieve another employee on a previous shift if both agree with no changes to either employees' compensation. Employees are not required to provide early relief.
- e. Pre-Shift Briefing. Employees who spend any amount of time prior to their shift receiving necessary and useful information necessary for performing their duties or preparing activities necessary to start working their shift will be compensated for such time if such time spent is routinely more than 15 minutes.
- f. Temporary Assignment. In order to maintain continuity within a station or shift, any forecasted vacancy of greater than four (4) consecutive tours at the positions of Driver/Operator or Captain will be filled with a temporary assignment. The individual fulfilling the duties of the higher position will be paid an hourly adjustment equal to the starting pay of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- g. Portal to Portal. Any employee who is detailed out on contracted work including but not limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho, etc., shall be compensated, portal to portal.
- h. Out of Area Training. The standard for pay shall be the number of hours that would have been worked if not for the training or the total number of hours accrued during the training and travel whichever is greater.

Example: Employee is scheduled to work a Tuesday and Wednesday 48-hour tour, but instead, attends an out of area training Monday through Friday for a total class and travel time of 42 hours. The employee will be compensated for the 48 hours regularly scheduled time. Conversely if the training and travel time totaled 54 hours the Employee would be compensated for 54 hours. Overtime will be paid in accordance with Section 12(a).
- i. Court Time. Employees called to attend or appear at any work-related court hearing during off-duty hours shall be compensated in accordance with Section 12 (b). If more than one court hearing is schedule within the two-hour minimum, no additional compensation will be granted. If, however, the total time spent exceeds the two-hour period, actual hours worked will then be compensated.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, shall earn vacation leave based on the monthly accrual rate shown in Table II. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month. Fire fighters working a 40-hour work week shall earn and use sick leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

TABLE II				
Accrued Sick Leave	Annual Vacation Rate		Monthly Equivalent	
Hours	Shifts	Hours	Shifts	Hours
0 - 864	6	144	0.50	12
865 – 1,440	7	168	0.583	14
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	9	216	0.75	18
2,160	10	240	0.834	20

A new employee's vacation shall start to accrue on the first day of the calendar month that is nearest to his/her date of starting full-time regular employment.

No employee is entitled to use vacation until completion of the sixth month of employment unless otherwise approved by the Chief, or his designee.

Regular days off shall not be computed as full working days when falling within any continuous vacation period. If an employee is eligible for the holiday benefit, holidays falling within the vacation will not be counted as part of the vacation.

The maximum vacation accrual shall be 10 shifts. Vacation accruals in excess of 10 shifts shall be converted to accumulated sick leave subject to the maximum accumulation provision. Once the maximum accumulation of sick leave is achieved, vacation balances in excess of the maximum shall expire. Emergency personnel regularly assigned holiday duty may accrue vacation and holiday time to a total of 12 shifts (288 hours). Each employee's vacation accrual record shall be reviewed for compliance with this section as of his/her annual anniversary date. Carry-over of excess vacation hours may be granted by the City Manager when work requirements do not allow vacation to be used prior to the employee's anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by their department head subject to the right of the department head to plan the work under his/her control and to authorize absences only at such time as the employee can best be spared. Vacation shall be deducted from the employee's accrued balance, based on the hours of vacation used during the work period. If an employee's vacation balance is not sufficient to cover the leave, Payroll shall deduct monies from their paycheck in an amount equal to the deficiency. The use of vacation prior to its accrual shall be viewed as abuse and subject to disciplinary action.

When leaving the services of the City, an employee shall be paid for accrued vacation time not taken.

Holidays shall be New Year's Day, Dr. Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and Christmas Eve when Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday. When Christmas Eve falls on a Friday, Saturday or Sunday, the holiday shall not be granted. In lieu of the holiday benefit, fire fighters shall be credited 12 hours of additional vacation leave per holiday. Additional holidays granted to other City employees shall be compensated at the hourly equivalent per holiday (one-half day = 6 hours, full day = 12 hours).

SECTION 14 – SICK LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn sick leave based on monthly accrual rates shown in Table I. Fire fighters working a 40-hour work week shall earn and use sick leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month.

TABLE I				
Accrued Sick Leave		Annual Sick Leave Rate		Monthly Equivalent
Hours	Shifts	Hours	Shifts	Hours
0 – 864	12	288	1.0	24
865 – 1,440	10	240	0.834	20
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	6	144	0.5	12
2,160	*4	*96	*0.334	*8

*Once an employee has reached his/her maximum sick leave accrual, the excess hours will continue to accrue in a dedicated account. Upon retirement, the employee may use the time exclusively for the purchase of health care coverage until the account is depleted or the age of 65. Once the employee qualifies for Medicare, the benefit terminates.

An employee shall be considered as having completed a month of service if he/she appears on the payroll nine or more working shifts in a month. For the purpose of this section, each shift on duty in the Fire Department will be considered as one working day. A new employee's sick leave shall start to accrue on the first day of the calendar month nearest to the date of starting full-time regular employment.

For the purposes of this agreement, sick leave shall be defined as the absence from work of an employee due to personal illness, or the serious illness of an immediate family member requiring the employee's attendance. Immediate family shall be defined as spouse, children, parents of the employee and employee's spouse.

As a matter of policy, the sick leave benefit shall be considered a privilege rather than a right of employment. Sick leave may be used as allowed in this agreement, but for no other purpose. Any abuse of the sick leave benefit shall result in strict disciplinary action and potential termination.

When an employee finds it necessary to use the sick leave privilege, the employee shall report the fact to the department head or supervisor in accordance with departmental policy. The department head shall require a doctor's release prior to allowing an employee to return to work or prior to the authorization of sick leave pay for time not worked, when the employee's sick leave record indicates a health problem, susceptibility to recurring illness or frequent serious illness in the employee's family.

Any member of the Association who is temporarily incapacitated as a result of a non-work related illness or injury and who has a limited-duty statement from his/her doctor may be allowed to return to work to perform duties as assigned by the Chief.

Sick leave may be accumulated if not used during the year earned, subject to a maximum accrual of 90 shifts.

Sick leave may not be taken in advance of the period earned. Family Medical Leave or Leave of absence without pay may be allowed as provided in this agreement. When leaving the services of the City, an employee shall not receive pay for any unused sick leave.

Sick leave may not be used for lost time resulting from work-related injuries.

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Twin Falls Employee Handbook.

SECTION 16 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section ~~4.9V-6~~ of Twin Falls Employee Handbook, may apply.

Any member of the Association who is eligible to receive compensation from the State Insurance Fund and receives a limited-duty statement from their physician may be expected to return to work to perform duties as assigned. The temporary reassignment may be in another department and may include a change in the regular tour of duty. Refusal to accept bona fide limited-duty work may be cause for the State Insurance Fund to discontinue Workman's Compensation benefits.

Accident Leave granted during the time a fire fighter is unable to perform his/her duties until he/she begins to receive benefits from the Fire Fighter's Retirement Fund, shall not exceed a period of twelve (12) months. It shall consist of full City pay less any compensation paid under the Workman's Compensation laws. Said Accident Leave time shall not be deducted from an employee's sick leave.

SECTION 18 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to three (3) shifts off with pay, subject to the approval of the Chief. The immediate family shall be defined as spouse, children of the member, grandparents, mother, father, brother, sister of the member and those of the member's spouse.

SECTION 19 – MILITARY LEAVE

The City will comply with all aspects of the Uniformed Services Employment and Reemployment Rights Act (USERRA) as prescribed by Federal Law.

Employees who are called for military training or service shall be granted a leave of absence, without pay, during the actual duration of such services. The department head may hire a temporary employee to take the place of employees on military leave. The temporary employee shall be terminated upon the full or part time employee's return to work. Non-war time military leaves shall be limited to six (6) months unless extension is granted by the City Council.

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject to review and approval of the department head and City manager. Military leave will not affect vacation or sick leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee, may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION 20 – RETIREMENT FUND

The City shall pay the Employer's contribution as established by the retirement system. Mandatory increases in the Employer's retirement rate set during the term of the agreement shall be paid by the City.

SECTION 21 – SOCIAL SECURITY

Following the Referendum B vote of July 16, 2012, which was held in accordance with 42 U.S.C 418(d), where a majority of the members of the Twin Falls fire fighters voted to withdraw from the Social Security Act, the City of Twin Falls has agreed with Twin Falls Fire Fighter's Local 1556 that it shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, contribute the equivalent amount (currently 6.2%), as calculated for all other employees of the City of Twin Falls, into the PERSI Choice Plan as long as each fire fighter contributes a matching contribution of a minimum of one percent (1%).

SECTION 22 – DISABILITY INSURANCE

Should the City of Twin Falls discontinue offering Standard long-term disability insurance, or an equivalent long-term disability benefit as is currently provided to all employees, the City agrees to provide a minimum ninety (90) day notice to the Association, at which time its members can elect to use a portion of their rebated Social Security premium to offset the costs.

SECTION 23 - MANNING OF COMPANIES

Each shift will staff twelve (12) full-time paid career personnel for emergency response. Staffing will include:

Command: One (1) Battalion Chief

Station One: One (1) Captain
One (1) Driver Operator

Two (2) Firefighters

Station Two: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver

Station Three: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver

Station Four: One (1) Driver Operator

In case of injury, illness or other uncontrollable circumstance, the shift may drop below minimum staffing levels. The Fire Chief or his designee will take necessary actions to bring staffing levels back to twelve personnel, within a four (4) hour period, utilizing any qualified personnel (WOC included). This shall include mandating qualified personnel to report for duty.

In addition to the above assignments a Captain will be assigned to the Training Division and Training Officer position per the department S.O.P.

SECTION 24 – SHIFT ASSIGNMENTS

~~Shift assignments are made at the discretion of the Fire Chief.~~ The Battalion Chiefs can change any position or station assignments or shift assignments for department operational and functional needs. The intent of this section is to allow Battalion Chiefs to make changes to station assignments to meet the operational need of staffing for technical and operational needs or improve a personnel situation. Personnel situations include, but are not limited to, personnel conflicts, disciplinary actions, and department cohesiveness. When possible, a 30-day notice of shift change will be provided to all affected employees. Station assignments will be made at the discretion of the Battalion Chief. Regular employees moving shifts shall be exempt from the vacation selection (double-up rules) restrictions for the remainder of that calendar year. This rule does not apply to introductory employees. The exemption of vacation selection rules will not apply when the exemption would require another employee to work the holiday on overtime. However, if another employee is willing to work the holiday, the employee being moved will be allowed to keep the holiday off, even if it requires overtime.

Annual Station Assignment Selection Process:

1. Prior to shift assignment selection all shifts will meet with their BC to consult about shift needs.

2. Station assignment selection will be conducted annually on each shift, in October to coincide with vacation selection. Assignments will become effective January 1st.
3. The Association will be responsible for the station selection process and must be conducted identically on each shift.
4. Station assignments will be selected based on time in grade. Time in grade will be defined as date of promotion to Captain, Driver, and Firefighter.
5. Short term coverage required by members on the same shift and same rank for Vacations, Sick Leave, Airport Rotation, or any other reason will be filled by a the-rover position when possible.
6. When short term coverage requiring use of swing-up personnel is necessary, the vacancy generally will be filled with qualified personnel from the station where the vacancy occurs. Occasionally it may be necessary to move personnel from another station to achieve desired qualification requirements.
7. The intent is to equally distribute these swing-up opportunities with the least station movement possible.
8. New hire firefighters will be assigned to the shift with a vacancy and will spend their probationary period on this shift.

Position Assignments:

<u>Station 1:</u>	<u>Station 2:</u>	<u>Station 3:</u>
<u>Captain</u>	<u>Captain</u>	<u>Captain</u>
<u>Driver</u>	<u>Driver</u>	<u>Driver</u>
<u>Firefighter</u>	<u>Firefighter/TD</u>	<u>Driver Rover</u>
<u>Firefighter</u>		<u>Firefighter/TD</u>
<u>Firefighter Rover</u>		

SECTION 25 – TRADING OF SHIFTS

For purposes of this agreement, trading of shifts (time trades) shall be considered a prevailing right, subject to several restrictions established by the Fair Labor Standards Act.

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.
- 3) The trade must be between two employees who have the same qualifications and be able to act in the same capacity as each other's rank or assignment. Example: If a Driver/Operator wants to trade with a Captain he must retain the qualifications to be a

Captain (must already be a “swing-up” Captain). The Captain can trade with the Driver/Operator based on the fact that he had held the position prior and therefore is qualified.

As a result of the 1985 Amendments, if two employees trade hours pursuant to Section 7(p)(34) of the FLSA, each employee will be credited as if he or she had worked his or her normal work schedule. Any time worked beyond the normal work schedule will be credited to the working employee and compensation will be paid accordingly to that employee. If the employee designated to work an approved time trade fails to report for duty for any reason, the employee who is to receive credit as if he or she had worked their normal work schedule will, instead, have the hours deducted from their vacation balance.

SECTION 26 – VACANCIES – PROMOTIONS

When a regular full-time vacancy occurs in any position covered by this agreement, the Employer shall review the position in accordance with its responsibilities as stated in Section 3 (Management Rights) and the status of the fiscal year budget. If the decision is made to fill the position, then it shall be filled in a reasonable period of time. Filling of vacancies shall be accomplished in accordance with the department standard operating procedure (S.O.P.).

The employer shall conduct an evaluation, on a two-year interval, for the promotional positions of Operator/Driver and Captain. The schedule shall be developed with Association input. As a result of the evaluation, an eligibility list shall be posted for each position with each applicant placed on the list in ranked order. All lists will expire after two years or if all eligible applicants have been appointed. If an applicant has been through a promotional process multiple times, the most recent score will be used to determine their ranking on the promotional list. If two or more applicants end up with the same score following the evaluation, Departmental seniority will be used to determine ranking on the list.

SECTION 27 – PERSONNEL REDUCTION

If the Employer finds it necessary to reduce Fire Department positions, the employee with the least service time shall be the first discharged in accordance with procedure outlined below.

If positions within a division other than the lowest ranked position are designated for reduction, the following procedure shall apply:

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.

- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.
- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

Employees bumped in accordance with Paragraph (b) shall have the benefit of the procedure outlined in Paragraphs (a) – (d).

In the event that forced reductions or bumping affects two or more employees promoted to a particular position on the same day, the following procedure shall apply:

- a) If applicable under the promotional procedures, the employee with the highest test scores in the testing for the particular position shall be deemed to have the superior seniority;
- b) If both, seniority in the position and test scores are equal, then the employee with the most seniority in the division shall be deemed to have the superior seniority. If test scores are not utilized as part of the promotional criteria, then seniority within the division shall be the sole determining factor.

An employee who is laid off because of reduction in force shall be given first opportunity for reemployment if:

- a) The employee is qualified to hold the available position; and,
- b) The employee has maintained a personal record which would not discredit the Department or the employer.

The laid-off employee shall be notified of the vacancy by certified mail and be given a period of seven (7) calendar days to reply. The notification shall be mailed to the last known address of the former employee. It shall be the former employee's responsibility to notify the Personnel Director of any change of address.

Opportunity for reemployment shall be offered in inverse order of lay-off, so that the last person laid off shall have the first opportunity for reemployment.

Offers of reemployment shall be limited to one (1) opportunity. If the laid-off employee fails to respond to said notification within the time permitted or refuses the offer for reemployment, all rights and privileges under this policy shall terminate.

Individuals restored to employment under provision of Section 27 shall retain sick leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION 28 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 29 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 30 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within eighteen (18) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period.

SECTION 31 – SAFETY PROGRAM

The Association may submit through standard channels of communications to the Fire Chief reports, investigations, suggestions, recommendations and review of all accidents, deaths, injuries or illness pertinent to the fire service. The Chief shall evaluate such communications and forward to the City Manager.

SECTION 32 – HEALTH AND WELLNESS

The Employer and the Association agree that a Health and Wellness program is important to the health and productivity of firefighters and to the safety and efficiency in performing the duties of the job. In that spirit, the Employer shall provide mandatory physicals to every employee that has an obligation to perform firefighting duties. The physicals will be at no cost to the employee and will be completed annually on or around the month of the employee's birth.

The physicals shall be completed by the employer's contracted physician and a physician's statement which indicates the employee's ability, or lack thereof, to perform the job duties will be returned to the Employer. All other documentation and personal medical information shall be directed to the employee receiving the physical and no medical information shall be shared with the employer by the physician without the employee's consent. The various tests that are completed as a part of the physicals will include the following:

General Physical Exam	Medical History Review
Patient Stress Questionnaire	EKG
Urine Analysis/Labs	Tuberculosis Test
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	
Other items may be ordered at the doctor's discretion.	

SECTION 33 – CLOTHING ALLOWANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

SECTION 34 – EMPLOYEE GOLF RATES

In order to promote physical fitness, the Employer agrees to establish employee rates for golf course use. The employee rate shall be equal to one-half (1/2) the regular rate – either on a daily basis or for a season pass. The discounted rate for daily greens fees shall apply to City employees only. A reduced rate will be allowed on individual, couple and family season passes. This benefit may be lost for represented employees if it is lost to all City employees.

SECTION 35 – PARKING

The Employer shall provide, without cost to employees on duty, adequate parking space on City property in the vicinity of fire stations and work sites.

SECTION 36 – SAVING CLAUSE

If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 37 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by all responsible parties and shall be subject to all the provisions of this Agreement.

SECTION 38 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2021 and shall remain in full force and effect until the 30th day of September 2022. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

DATED , 2021

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Gerald B. Dillman, President

City Manager, Travis P. Rothweiler

Kyle Eldridge, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, 202~~1~~⁰

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 3,595 <u>3,760</u>
FIREFIGHTER 1	1 year in position - Firefighter 1 Certification	\$ 3,857 <u>4,060</u>
<u>FIREFIGHTER 1 + 3 years</u>	<u>3 years in position</u> <u>Firefighter 1 Certification</u>	<u>\$4,262</u>
FIREFIGHTER II	2 years with TFFD - Firefighter 1 - Firefighter 2 - Swing Up Driver	\$ 4,425 <u>4,624</u>
SENIOR FIREFIGHTER	8 years with TFFD - Fire Officer 1	\$ 4,612 <u>4,821</u>
DRIVER	3 years with TFFD - Firefighter 2 - Driver's Academy Certificate	\$ 4,912 <u>5,256</u>
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 5,392 <u>5,635</u>
CAPTAIN	5 years with TFFD - Fire Officer 1 certification 2 years as Swing Up Driver	\$ 5,875 <u>6,300</u>
SENIOR CAPTAIN	5 years in position - Swing Up Battalion Chief	\$ 6,233 <u>6,615</u>

- 1) Monthly Salary: The salary shown in the pay table above shall include straight time pay for 230.67 hours. The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24-day work period.

Newly hired firefighter employees will receive the Probationary Firefighter wage. Promoted employees will be moved from his or her current salary to the salary of the promoted position.

- 2) Hourly Rate: Hourly rates for each position classification shall be calculated by dividing the monthly salary by 230.67 for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

Hours worked in excess of 182 in a 24-day work period shall be paid at one and one-half times the hourly rate. All absences from work, except excused hours, vacation and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

- 3) Changes to Pay: All salary adjustments are subject to budget authorization and Council approval. Employees that are beyond the introductory period and that receive a favorable

performance evaluation will be granted an increase in accordance to the pay table effective each fiscal year.

Extra Duty Pay: Members that fulfill extra duty positions and responsibilities shall receive an extra duty payment of \$150.00 on a monthly basis. Members are eligible to collect a maximum of two extra duty payment

Eligible Extra Duty Positions

- Fire Investigators (Maximum of 2 members)
- Hazmat Team Members (Maximum of 12 members)
- Technical Rescue Team Members (Maximum of 12 members)

- 4) Longevity Pay: Longevity shall be paid according to the following table for each full year of service, commencing on the employee's anniversary date of the sixth consecutive year of service. Longevity pay will be calculated for completed years of service with the Twin Falls Fire Department, lateral credit will not be considered.

Monthly Base Pay Increase	On the Employee's Anniversary Date
\$70.00	5
\$100.00	10
\$135.00	15
\$165.00	20
\$200.00	25

- 6) Training Officer Position Compensation: The Training Officer position is regularly scheduled for a 40-hour week and is eligible for emergency callback overtime. The position is not eligible to work (24-hour) shift overtime unless given prior approval by the Fire Chief. Should that occur the overtime hours shall be paid in accordance with the Section 12 (a) of the C.B.A. in force.

The regular rate of compensation shall be based on the tenure of the Captain assigned to the position according to the Pay Table in this appendix. The position shall also receive Assignment Pay which is calculated as 7.5% of the Senior Captain salary amount listed in the Pay table in this appendix.

Observed holidays shall follow the definitions as provided in the C.B.A. Section 13. Vacation time shall be requested in advance and taken with the approval of the Fire Chief. Vacation and sick leave banks shall be converted from Fire to General banks using the following multipliers:

Fire Vacation accruals multiplied by 0.6666

Fire Sick accruals multiplied by 0.3335

Leave accruals for sick and vacation shall be set according to the General Employee Leave Accrual Tables in the Employee Handbook Section 4, in accordance with Section 13 of the C.B.A. with the following conversions:

Upon completion of the assignment to Training Officer, the vacation and sick leave banks shall be converted from general to fire banks using the following divisors:

General vacation accruals divided by 0.6666
General sick accruals divided by 0.3335

DATED

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Gerald B. Dillman, President

City Manager, Travis P. Rothweiler

Kyle Eldridge, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

The purpose underlying this discipline policy is to establish a consistent procedure for maintaining suitable behavior and a productive working environment. Disciplinary action may include oral reprimand, written reprimand, suspension without pay, probation, demotion, reduction in pay, and termination. Disciplinary action need not be progressive in nature.

- 1) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
 - a. Progressive Counseling may include Verbal and Written Counseling: Progressive Counseling may be used by supervisors in response to employee policy violations, performance deficiencies or behavior problems. The supervisor should provide adequate information to understand the areas of concern and review dates no longer than 60 (sixty) days in the future. Progressive counseling records shall be placed in the departmental personnel files. After 1 year an employee may make a request to the Fire Chief that the counseling be removed from departmental personnel files.
 - b. Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense, and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is noted in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - c. Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file. A written reprimand may not be appealed.
 - d. Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline

is initiated by completion of the “Notice of proposed Disciplinary Action” on a form from the Personnel Office. The “Notice” shall first be approved by the City Manager or a designated Deputy City Manager and then hand-delivered to the employee by the Department Head. The “Notice” shall be signed by the Department Head and the employee must acknowledge receipt of the “Notice” by signing the form. The employee shall be provided with a copy of the “Notice” along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager or designated Deputy City Manager within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to alter the proposed disciplinary action, in which case the City Manager or designated Deputy City Manager shall be consulted prior to implementing the decision.

- 2) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a “Notice of Appeal” to the Personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for discussion with City Officials and involved parties. If an agreement cannot be reached, the appeal will then be subject to mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED , 202110

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Gerald B. Dillman, President

City Manager, Travis P. Rothweiler

Kyle Eldridge, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the interpretation or application of specific conditions of the employee handbook, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge, but excluding disciplinary action.

An aggrieved employee or former employee has from the beginning of the alleged problem fourteen (14) calendar days in which to file the grievance. The filing period may be extended if both parties are working informally to resolve the problem. The extension should be in written form, signed by both parties. If the issue cannot be resolved, either party should notify the other that impasse has been reached. The filing period will commence with the date of impasse. An aggrieved employee shall first submit the grievance in writing on a form provided by the Personnel Office. The submittal shall include all pertinent facts as determined by the employee, the basis for the grievance expressed in terms of the specific rules or regulations alleged to be misinterpreted and the action the employee believes the City should take as a result of the grievance filing.

The department head shall make a written report on his findings and decision concerning any such grievance, which report shall be submitted to the City Manager within two (2) working days of receipt of the written grievance or as soon thereafter as possible.

The City Manager shall review the department head's decision and may interview all interested parties and then shall make his decision concerning said grievance. The City Manager shall provide his decision in writing to the aggrieved employee within five (5) working days of receipt of the department head's report or as soon as possible.

If either the department head or the City Manager is unable to respond to the grievance within the prescribed time frame, notification including an approximate complete date will be provided to the grievant.

An employee may appeal the City Manager's decision by requesting a hearing before the City Council. Said request must be made in writing to the Personnel Office within seven (7) calendar days following receipt of the City Manager's decision. The matter will be placed on the Council agenda, either as a regular agenda item or as a special meeting.

DATED _____

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Gerald B. Dillman, President

City Manager, Travis P. Rothweiler

Kyle Eldridge, Vice President

Lane Barker, Secretary/Treasurer



Date: Monday, September 27, 2021
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

INFORMATIONAL

Request:

Request to present the Twin Falls Fire Department's 2020 annual report to the City Council.

Time Estimate:

This presentation will take approximately 20 minutes.

Background:

Fire Chief Les Kenworthy along with Fire Administrative staff will give an overview of the Fire Department's 2020 annual report, and answer any questions following the presentation.

Approval Process:

This is an informational presentation.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

This discussion should bring the City Council up to date on the Twin Falls Fire Department's activities in 2020.

Attachments:

1. TFFD Annual Report 2020

Apparatus

- 3 - Frontline Fire Engines
- 2 - Reserve Fire Engines
- 1 - 100' Aerial Ladder Truck
- 1 - Aid Car (Ambulance)
- 2 - Water Tenders
- 4 - Brush Trucks
- 1 - Rope/Technical Rescue Vehicle
- 1 - Hazmat Response Trailer
- 2 - ARFF Trucks
- 1 - Public Education Trailer
- 1 - Trench Rescue Trailer
- 2 - Battalion Command Vehicle
- 1 - Fire Marshal Vehicle
- 1 - Fire Staff Vehicle
- 1 - Fire Chief Vehicle



Twin Falls Fire Stations

Station #1	345 2nd Avenue East
Station #2	635 Falls Avenue
Station #3	929 Washington Street South
Station #4	492 Airport Loop

Office: (208) 735-7266

Non Emergency: 311

Emergency: 911

Follow US:

 TwinFallsFireDepartment

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CITY OF TWIN FALLS
FIRE DEPARTMENT
2020 ANNUAL REPORT



Our Mission

As the Professional Firefighters of Twin Falls, we are dedicated to the continued excellence of life safety, fire suppression, education, and community involvement. We affirm our loyalty to our members, our profession, and to the citizens we serve.



Twin Falls Fire Department serves approximately 52,000 residents, covering 70 square miles in the City of Twin Falls and the Twin Falls Fire Protection District.



Message from the Chief

I am honored and humbled to serve as the Fire Chief of an amazing organization. On behalf of the employees of the Twin Falls Fire Department, I am pleased to present our 2020 annual report. As we move forward, our goal is to assess our performance to better our outcomes. We understand that achieving excellence means constant re-evaluation and new effort.

Through strong relationships and collaboration with both public and private partners, our community benefits from various fire services such as fire suppression, emergency medical response, hazardous materials response, technical rescue, fire prevention, and numerous community outreach programs. Twin Falls Fire Department strives to ensure that staffing levels and stations are adequate to protect the evolving risk in our community.

This report is a compilation of our successes, workload, sacrifices, and perseverance. With the support of the Mayor, City Manager, City Council, Twin Falls Fire District, and Local 1556 we have taken very positive steps forward in the Twin Falls Fire Department in 2020.

This past year, we said goodbye to a long-term member of our department. We will miss them for their contributions of effort, experience, and personality. We also welcomed new members, promoted new officers, and look forward to the contributions that they will make in the future. I continue to be impressed daily with the dedication and hard work of the members of the Twin Falls Fire Department and I am very proud to serve this department and this community.

Les Kenworthy
Fire Chief



Fire Safety & Prevention Division

- People reached through Station Tours, Extinguisher Programs, and Fire Safety Education in the Community: **743**
- Learn Not to Burn Programs Educated: **152 Kids**
- Fire Prevention Week at Fred Meyers Reached: **50**
- Fire Investigations Conducted: **27**
- Youth Fire Education and Intervention Programs: **12**
- Business Inspections: **53**
- Fire Plan Reviews: **1,185**
- Fire Alarm Inspections/Testing: **207**
- Fire Sprinkler System Inspections/Testing: **372**



TFFD Personnel

- Fire Chief
- Administrative Assistant
- Fire Marshal
- Part-time Fire Inspector
- Training Officer
- 3 Battalion Chiefs
- 9 Captains
- 12 Drivers
- 19 Firefighters



Retirements

Captain Tom McCully
September 25, 2020

Promotions

Promoted Captain Justin James
September 30, 2020

Promoted Driver Kyle Eldridge
September 26, 2020

Achievements

Fire Officer of the Year
Battalion Chief Eric Schmitz

Firefighter of the Year
Firefighter Andrew Merriman

Three new firefighters - October 2020
Beau Pullin
Cody Albert
Luke Frantz

Operations Division

Total Calls for Service in 2020:	6,213
Highlight of Call Types -	
Structural Fires:	73
Vehicle Fires:	47
All Other Fires:	80
EMS/Rescue Calls:	3,990
Service Calls:	663
False Alarm Calls:	365
Hazardous Conditions Calls:	154
Good Intent Calls:	764
All Other Calls:	77
Fire Loss:	\$ 2,472,354.00
Property Value Saved:	\$21,547,482.00



Total Calls for Services at Each Station

Station 1 - 2,357
818 Fire Related & 1,539 Medical/Rescue

Station 2 - 2,876
933 Fire Related & 1,943 Medical/Rescue

Station 3 - 919
415 Fire Related & 504 Medical/Rescue

Station 4 - 25
23 Fire Related & 2 Medical/Rescue

All Stations - No Response - 36



Date: Monday, September 27, 2021
To: Honorable Mayor and City Council
From: Eric Schmitz , Battalion Chief

ACTION ITEM

Request:

Request to replace a fire truck in the Fire Department and consider using lease-purchase at the cost of \$750,000.00. (Includes radios, labeling, MDC, and other needed equipment).

Time Estimate:

Approximately 10 minutes.

Background:

Recently, the Fire department completed a fleet study and produced a document outlining that report (see attachment). The plan suggests the replacement of the reserve apparatus in 2022. We would not take possession of this fire engine until 2023.

The TFFD assigns a Type 1 structure engine to a life cycle of 20 years. Fifteen years as frontline and five years as a reserve. Engine 6 is a 2001 model year and is currently in reserve status due for replacement in 2022. Due to Engine 2's increased call volume and use, which is six years newer (2007) than our fire engine in reserve status (engine 6), we see more repairs and higher costs to maintain it. With the input of the City Shop, the plan is to keep Engine 6 and leave it in reserve status and replace the frontline Engine 2 with a new apparatus better suited for EMS and fire response in the City of Twin Falls.

We are asking the Council to approve a new Pierce PUC Enforcer Pumper using a Cooperative Purchasing Program. The Cooperative Purchasing Program, established by the legislation, is a program through which the State extends specific State contracts to eligible local buying units. Cooperative Purchasing (PC) is a collaborative effort to obtain pricing, product quality, and contract process efficiencies for public purchasing entities. The Pierce apparatus we will be purchasing will be a Pierce make and model as Burley and other fire departments in Idaho, as the PC allows. Although the manufacturing process is 18 months, this would alleviate the need for typical bidding processes to minimize the standard specifications and building processes.

Approval Process:

50% plus 1 of the members present.

Budget Impact:

The city staff is exploring using a lease-purchase arrangement to acquire this capital item outside of the budget process. The estimated total cost of the new apparatus is \$750,000. The city has \$355,000 in remaining CARES money that it can use as an initial payment. The balance would be funded with the lease-purchase agreement. A period of five years is the maximum length of time we would enter into a lease-purchase agreement. If able, the City Manager would recommend using unanticipated revenue and/or operational savings that would "swept" into cash reserves at the conclusion of the FY 2023 Budget.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff is asking for final approval to acquire a Type 1 structural firefighting apparatus (fire engine) utilizing a lease-purchase agreement for the Twin Falls Fire Department. The fire staff is asking for authorization to negotiate to acquire a Pierce fire truck for the Twin Falls Fire Department.

Attachments:

1. Fleet Apparatus Plan
2. Pierce-Manufacturing-Brochure
3. New Engine Estimate

Twin Falls Fire Department



Fleet Management Plan

Prepared by:
Battalion Chief Ron Aguirre
Captain Joell Miller
Driver/Operator William Blanton
Driver/Operator Kyle Eldridge
Firefighter Daniel Gould
City Shop Manager Norman Hatke

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Standard of Coverage

Section I – Community Baselines

Community Overview

The Twin Falls Fire Department operates out of four fire stations located strategically throughout the City of Twin Falls. These stations house a fleet of three fire engines, one aerial ladder truck, two water tenders, three brush trucks, two aircraft rescue and firefighting (ARFF) vehicles, two reserve fire engines, one high angle/confined space rescue vehicle, one hazardous materials unit, two battalion vehicles, one BLS ambulance, and several support vehicles. These resources provide service to three City Zones, three Fire Protection Districts, and Mutual Aid to several surrounding fire agencies. Combined response areas are best described as residential, commercial, industrial, wildland-urban interface (WUI), and wildland. Specific definitions for each of the zones are provided in greater detail in subsequent portions of the report.

Governance Model of the City of Twin Falls

The City of Twin Falls and the Twin Falls Fire Department are typical of municipal organizations regarding structure and design. The City maintains a human resources department that provides general policy direction to all city departments and maintains personnel rules and regulations in the form of a City Handbook. The current governing body is a 7-person City Council headed by Mayor Suzanne Hawkins. The Twin Falls City Manager Travis Rothweiler reports directly to the Mayor and Council. Fire Chief Les Kenworthy is charged with assuring that the fire department meets its prescribed mission. The Fire Chief is appointed by and reports directly to the City Manager.

The fire department is configured in a top-down hierarchy, as is typical of most fire departments. The configuration is defined appropriately in an organizational chart, reflecting an appropriate span of control for the administration.

The fire department also provides response services outside the city limits and within the Twin Falls Rural Fire District by contract. A three-member board of commissioners governs the district, and the Twin Falls Fire Chief administers the agreement between the district and TFFD.

Current Levels of Service

The size and composition of a fire department's service area affect the type and number of personnel, fire stations, and vehicles needed to provide services efficiently. Complex decisions must be made regarding the deployment strategies employed to properly position resources based on land area, geography, risk, and similar factors. Following is a summary of the TFFD service area and service infrastructure resources.

The Twin Falls Fire Department service area consists of 19.6 square miles that fall within the City Limits. An additional 49.4 square miles are in the fire district, approximately 69 square miles in the combined service area. The population served consists of an estimated approx.

52,000 (July 2020) in the City and about 6,000 in the fire district for a total service area population of approx. 58,000. The Twin Falls Fire Department is an all-hazards department responding to a multitude of emergency and hazardous environment incidents in our response area and incidents with our mutual aid partners.

The department is currently staffed with 49 operational personnel - 3 Battalion Chiefs, 1 Training Captain, nine operational Captains, 15 Driver/Operators, and 20 Firefighters. Twin Falls Fire Department provides a level of service of a 90 percent fractile response time of 6 minutes to its residents and the Twin Falls Rural Fire District residents. As the City and unincorporated area grow, additional infrastructure and equipment will be needed to sustain the current level of service.

In 2020 the department responded to a total of 6,213 incidents:

200 Fire Incidents

- Structure fires
- Vehicle fires
- Brush fires

2 Rupture/Explosion incidents

3,990 Rescue/EMS incidents

- EMS
- Search
- High angle rescue
- Confined space rescue

154 Hazardous Condition Incidents

- Flammable liquid spills
- Chemical releases
- Vehicle crashes/Extractions
- Electrical wiring/equipment incidents

663 Service Calls

- Vehicle lock-in (child or invalid locked in a vehicle)
- Water evacuation
- Smoke/odor removal
- Agency assistance
- Public service assistance

764 Good Intent Calls

- Dispatched and canceled en-route
- Wrong location (no emergency)
- Controlled burning

365 False Calls

24 Severe Weather Incidents

- Lightning strikes
- Wind damage

51 “Other” Incidents

While this is the total call volume for 2020, call volume increases with each year. In the previous three years, call volume has increased an average of 10.5% annually. These figures do not necessarily reflect the increase of call volume in future years; however, they can predict what call volume will look like in the coming years.

Section II – Risk Assessment

General Descriptions of Response Areas

Zone 1

Twin Falls Fire Department (TFFD) Zone 1 encompasses the central part of Twin Falls and is covered by Station 1. It is 6.4 square miles, with 4.8 square miles in city limits and 1.6 square miles outside city limits. Station 1 contains Fire Department headquarters, staffed by one engine company staffed with four to six suppression personnel, one on-duty Battalion Chief, administrative personnel, and one Training Officer. When staffing allows, the engine company may drop to three firefighters, and two firefighters staff an Aid Car for first-out non-transport medical response.

Apparatus located at Station 1 includes a frontline structure engine, reserve structure engine, ladder truck, non-transport aid car, Battalion Chief response vehicle, type-6 brush truck, Training Officer vehicle, Fire Marshal vehicle, reserve Battalion Chief vehicle, Fire Chief vehicle, and a staff vehicle.

Zone 1 responded to 2,357* incidents in the year 2020. The Zone 1 district contains a mix of suburban and urban residential occupancies and mixed commercial occupancies. The main incident hazards in Zone 1 are the International Building Code Type III historic commercial structures in the older part of the district and the Wildland-Urban Interface portions where Rock Creek Canyon, residential, and commercial structures coincide.

Zone 2

Zone 2 encompasses the northern area of Twin Falls and is covered by Station 2. It is 23 square miles, with 9.6 square miles in city limits and 13.4 square miles outside city limits. Station 2 is staffed with one engine company with three suppression personnel.

Apparatus at Station 2 includes a frontline structure engine that will be cross-staffed with an aid car, water tender, rope rescue/confined space rescue vehicle, trench rescue trailer, and a type-4 brush truck. Zone 2 responded to 2,876* incidents in 2020, making it the busiest fire station in the department.

Zone 2 is a mixture of single-family and multi-family residential occupancies and a mixture of commercial occupancies. Zone 2 is also experiencing a significant increase in new construction of both commercial and residential occupancies. The main incident hazards in Zone 2 are strip mall retail stores, large commercial occupancies, high-angle rescue related to the Snake River Canyon, and Wildland-Urban Interface in multiple areas.

Zone 3

Zone 3 encompasses the southern area of Twin Falls and is covered by Station 3. It is 44.5 square miles, with 5.3 square miles in City Limits and 39.2 square miles outside city limits. Station 3 is staffed with one engine company with three suppression personnel.

Apparatus at Station 3 includes a frontline structure engine, water tender, type-4 brush truck, and a hazardous materials response trailer with a utility pickup for response. Zone 3 responded to 919* incidents in the year 2020.

Zone 3 contains a mixture of suburban residential and rural residential occupancies and many industrial commercial occupancies. Zone 3 is also experiencing an increase in new single-family and multi-family residential construction. The main incident hazards in Zone 3 include rural residential areas and their lack of water supply and fire apparatus access, large commercial and manufacturing facilities, and Wildland-Urban Interface in the rural district.

Zone 4

Zone 4 encompasses the Magic Valley Regional Airport (Joslin Field) and is covered by Station 4. Station 4 is staffed with one Driver/Operator. Apparatus at Station 4 includes two Aircraft Rescue and Firefighting (ARFF) trucks and a staff vehicle. Most Station 4 apparatus is funded through the Federal Aviation Administration (FAA) and is arranged and directed through Airport Manager Bill Carberry.

Zone 4 responded to 25* incidents in the year 2020. Zone 4 includes mostly mixed-use warehouse storage of various aircraft and materials and the airport terminal, restaurant, refueling stations, and houses the National Guard. Zone 4's main incident hazards are aircraft incidents, the large quantities of various fuels stored at the airport, and unknown possible hazardous materials stored in storage facilities.

**Individual station incident response totals do not include 36 calls that were no alarm, no response, which is included in the department response total.*

Additional information on vehicles listed in the previous sections can be found at the end of the document.

Average Area Protected by Initial Attack Companies

The City of Twin Falls encompasses approximately 19.6 square miles, and the Twin Falls Fire Protection District (TFFPD) adds 49.4 square miles surrounding Twin Falls. Using National Fire Protection Association (NFPA) criteria, Emergency Services Consulting International (ESCI) summarizes the Census Bureau data as rural, suburban, and urban population densities. The Census Bureau estimates the population of Twin Falls at approximately 52,000. The Census Bureau estimates the population of the Twin Falls Fire Protection District at about 6,200. Combined with the TFFPD, the Twin Falls Fire Department serves approximately 69 square miles.

The Twin Falls Fire Department response area is separated into fire response zones (1-3) and fire protection districts (FPD 1-3).

Response Area Within City Limit Zones

Zone 1- 4.8 mi²
Zone 2- 9.5 mi²
Zone 3- 5.3 mi²
Total- 19.6 mi²

Fire Protection Districts Including City Limit Zones

FPD 1- 14.1 mi²
FPD 2- 44.1 mi²
FPD 3- 10.7 mi²
Total- 68.9 mi²

Population Density per Square Mile

There are approximately 6,200 residents in the Fire Protection District, with a district size of 49.4 square miles (about 126 residents/square mile). The City Limits include 19.6 square miles, with a population of roughly 52,000. This yields a population density of approximately 2,653 residents/square mile.

Method to Describe Values at Risk

Risk is assigned to the zoning classifications to present a view of relative community fire and life risk.

- Low Risk – Areas zoned and used for agricultural purposes, open space, low-density residential, and other low-intensity use.
- Moderate Risk – Areas zoned for medium-density single-family properties, small commercial and office use, low-intensity retail sales, and equivalently sized business activities.
- High Risk – Higher-intensity business districts, mixed-use areas, high-density residential, industrial, warehousing, and large mercantile centers.

The TFFD service area is a mix of low, moderate, and high-risk properties. Areas classified as low risk are primarily zoned for low-density residential properties, rural residential, and agricultural land use. Medium-density residential and commercial properties are classified as moderate risk. Areas classified as high risk include properties currently zoned for industrial/manufacturing uses, the downtown core area, and high-density residential and mixed-use areas.

Future land use goals and development will change the nature of community risk in the TFFD service area. Areas currently zoned for low-density residential development become available for medium density residential and higher density mixed commercial/residential use according to future land use goals in the Twin Falls Comprehensive Plan. The most significant change in the risk displayed above is the amount of currently undeveloped or lightly developed land within the Water Service Boundary that will become available for development and in-fill in the future. Projected population growth in the TFFD service area and increased development within Twin Falls to meet the needs of the future population will undoubtedly change the nature and amount of service demand in the TFFD service area.

The Twin Falls County Emergency Operations Plan (EOP) provides an overarching strategy for responding to natural and human-caused hazards that may affect Twin Falls County residents and provide a plan for dealing with these emergencies. The Twin Falls County All-Hazard Mitigation Plan (AHMP) is utilized in the EOP to identify and deliver a risk severity ranking of the identified risks. The City of Twin Falls has signed a memorandum of understanding (MOU) to support and participate in the EOP. Wildfires, floods, hazardous material spills, and severe weather events are categorized as high or moderate risk hazards in the AHMP. These hazards are likely to affect TFFD operations when they occur.

Twin Falls is identified as a community within the wildland-urban interface (WUI) in the Twin Falls County Urban Interface Fire Mitigation Plan. TFFD works cooperatively with state and federal agencies during initial attack operations. ESCI encourages TFFD to participate proactively in wildland fire prevention and education projects as part of the Twin Falls County Urban Interface Fire Mitigation Plan. The TFFD service area experiences seasonal and weather-related flooding primarily along Rock Creek, which runs through the service area from southeast to northwest. The Perrine Coulee also experiences flooding from storm run-off. Federal flood

insurance rate maps (FIRM) display flood plains within Twin Falls County and the City of Twin Falls. TFFD should utilize available flood risk data to identify areas prone to flooding, affecting fire department emergency operations.

The Twin Falls Fire Department is a first responder for hazardous materials incidents within the TFFD service area. TFFD operates a hazardous materials team equipped to handle incidents beyond the capabilities of a single-engine. Regional hazmat response teams are available for incidents beyond the capability or training of TFFD personnel. The county AHMP identifies over 50 “Tier II” facilities in Twin Falls County (many in the TFFD service area). These facilities have sufficient quantities of hazardous materials on site that regulations require they report to appropriate state and local agencies. TFFD should continue to identify and preplan buildings where hazardous materials are stored or used. The purpose of the community risk assessment presented above is to provide an overview of the nature of community risk in the TFFD service area. ESCI recommends that TFFD develop a Community Risk Assessment Plan that includes the following components:

- Identification of risks
- Categorization of risks (Low, Moderate, High)
- Development of strategies and tactics to mitigate risks
- Determination of the appropriate level of department resources (apparatus and personnel)
- Monitoring, evaluation, and modification of the Community Risk Plan

Section III – Standards, Goals, and Objectives

Risk Policies Currently Used

Twin Falls Fire Department operates under a risk management Standard Operating Procedure (SOP) that outlines risk management for emergency operations. The following text is a copy of that SOP.

919.1 PURPOSE

Operating at emergency incidents poses an inherent risk of injury- or worse, death. The purpose of this guideline is to describe the Risk Management Plan regarding risk assessment and safety management of emergency incidents. We are committed to providing the safest possible work environment for our members. It is essential that all members operating at incidents operate safely. Each member must practice as a “Safety Officer” for their safety and minimize risk to others.

Towards that goal, all members are expected to operate under the following Risk Management Plan.

919.2 POLICY

All operating personnel shall employ the Risk Management Plan during all emergency operations on every emergency incident. This application will be continuously re-assessed throughout the incident.

We, Will, risk our lives a lot, in a calculated manner, to save SAVABLE lives.

We, Will, risk our lives a little, in a calculated manner, to save SAVABLE property.

We Will Not risk our lives at all for lives or property that is already lost.

“Actions in a calculated manner” require the following:

Incident Command established

Proper personal protective equipment

Accountability system established Safety procedures in place

Continuous risk assessment by all members

919.3 OPERATIONAL INFORMATION

When considering the SURVIVAL profile of any victims, members must consider the conditions present in the “compartment” or area of fire involvement or other conditions affecting survival. A fire in a rear bedroom of a house, with smoke throughout the house, may allow a survivable environment if a quick search and rescue effort is initiated. We may extend risk, in a calculated manner, with these conditions.

A significant fire in a residence with dense smoke under pressure to floor level throughout the building likely means victims could not survive. A very cautious, calculated rescue and fire control operation would be warranted.

A well-involved building would likely represent a zero-survivability profile. Similar conditions in an abandoned building would indicate little survivability and little property to be saved, and members should avoid an offensive firefight.

Victims buried by a trench collapse or underwater for 10 minutes or more would be unlikely to survive; therefore, an extremely cautious and well-planned, safe, recovery operation is required.

Rescuers should consider notification time, dispatch time, processing time, response time, and time on-scene as part of the calculation.

Description of Critical Task Capability of Department

Twin Falls Fire Department offers several critical services to the community. As an all-hazards department, TFFD responds to incidents such as, but not limited to:

- Structure Fires
- Vehicle Fires
- Wildland and Urban Interface Fires
- Hazardous Materials Incidents
- Confined Space Rescues
- Trench Rescues
- Swiftwater Rescues
- Low-angle and High-angle rope rescues
- Vehicle accidents
- Vehicle extrications
- Industrial extraction and entrapments
- Building damage/collapse
- Vehicle lock-ins (child/invalid trapped in a locked car)
- Search and Rescue Operations
- Mutual Aid to surrounding Fire Agencies
- BLS Emergency Medical Services
- Active shooter/Mass casualty incidents
- Animal rescue
- Public and agency assistance
- Controlled burning
- Other emergency and non-emergency incidents

While several agencies provide services such as EMS response (Magic Valley Paramedics) or response to vehicle accidents (Law Enforcement, vehicle tow companies, Magic

Valley Paramedics), many of the incident types that TFFD responds to are not covered by other agencies. TFFD can respond to and resolve a variety of emergency incidents.

The most critical emergency would be fire response, as no other agency within the TFFD service area is equipped to resolve a fire emergency. The TFFD initial response for structure fire type incidents is as follows:

Residential Structure Fire

Engine 1 – 3-5 personnel (depending on staffing)
Engine 2 – 3 personnel
Engine 3 – 3 personnel
Battalion 1 – 1 personnel
Aid 1 – 2 personnel (depending on staffing, Aid 1 may or may not be in service)

Commercial Structure Fire

Ladder 1 – 3-5 personnel (depending on staffing)
Engine 2 – 3 personnel
Engine 3 – 3 personnel
Battalion 1 – 1 personnel
Aid 1 – 2 personnel (depending on staffing, Aid 1 may or may not be in service)

Currently, TFFD staffing levels do not meet NFPA 1710 recommendations. The recommendations are as follows.

- Single-Family Dwelling — minimum of 14 members (15 if an aerial device is used) The initial full alarm assignment to a structure fire in a typical 2000 ft² (186 m²), two-story, single-family dwelling without a basement and with no exposures must provide for a minimum of 14 members (15 if an aerial device is used).
- Open-Air Strip Mall — minimum of 27 members (28 if an aerial device is used) The initial full alarm assignment to a structure fire in a typical open-air strip shopping center ranging from 13,000 ft² to 196,000 ft² (1203 m² to 18,209 m²) in size must provide for a minimum of 27 members (28 if an aerial device is used).
- Garden-Style Apartment — minimum of 27 members (28 if an aerial device is used) The initial full alarm assignment to a structure fire in a typical 1200 ft² (111 m²) apartment within a three-story, garden-style apartment building must provide for a minimum of 27 members (28 if an aerial device is used).
- High-Rise — minimum of 42 members (43 if building equipped with fire pump) The initial full alarm assignment to a fire in a building with the highest floor greater than 75 ft (23 m) above the lowest level of fire department vehicle access must provide for a minimum of 42 members (43 if the building is equipped with a fire pump).

If the structure fire is confirmed, Incident Command may request a call-back (off-duty personnel to respond and staff a reserve engine for additional incident response or to respond to other calls within the TFFD response area) and/or mutual Aid from surrounding departments. Fire responses after 11 p.m. and before 6 a.m. (depending on flight status) may include one Driver/Operator from the airport. The airport operations cease after all commercial flights have landed/taken off for the day, and the Tower is unstaffed.

Fleet Maintenance

TFFD apparatus maintenance and repair are performed by TFFD personnel and the City of Twin Falls maintenance shop. Shop director Norm Hatke is responsible for coordinating in-house and external apparatus repair. Daily and weekly maintenance procedures ensure that all apparatus are operationally ready and provide regular inspection checklists to catch minor maintenance issues before they become critical.

Daily checks are performed each morning and include the following:

- Fuel level
- Lights
- Siren/Airhorn
- Tires
- Radios
- Equipment present
- Water/Foam Levels
- Shoreline (connected and charging)
- Mobile Data Terminal (MDT) connected
- Operationally ready

*Any unsatisfactory findings are addressed by TFFD personnel, or a service request is submitted to request repair through the City Shop.

Weekly checks are performed once a week on the assigned day for that apparatus (after daily checks are completed) and include the following:

- Tires (pressure and wear condition)
- Coolant system (leaks, hoses, radiator)
- Belts, brackets, fuel lines, wires, fan
- Power steering fluid level
- Transmission fluid level
- PTO or auxiliary generator (oil and operation)
- Engine oil level
- Motorized equipment (fluids and operation)
- Main fire pump (operation and drains)
- Primer pump operation
- Exercise intake and discharge valves
- Batteries (fluid level/corrosion)
- Air brake check
- Wipers (fluid and operation)
- Full equipment inventory check
- Document mileage, engine hours, and pump hours

*Any unsatisfactory findings are addressed by TFFD personnel, or a service request is submitted to request repair through the City Shop.

Fleet Planning Recommendations

The TFFD fleet management plan is based on all the previous information contained in this report and the attached appendices; historical data, current and expected growth, current and expected emergency response all factor into the fleet management. TFFD assigns a Type I Structure Engine a life cycle of 20 years, 15 years as frontline, and 5 years as a reserve. Given the current incident response data, this timeline may need to be shortened to a 16-year cycle (12 frontline, 4 reserve) to ensure that Structural Engines can withstand the increased call volume.

Apparatus Manufacturer and Replacement Dates
Updated 8-31-2021

TFFD Apparatus	Manufacture Year	Replacement Year (Subject to change)	City Shop #	Projected Cost 2021
Brush 2	1991 type 4 brush truck	TBT/Past 25-year recommendation	5406	
Brush 3	1998 type 4 brush truck	TBT/Past 25-year recommendation	5408	
Engine 6	2001 E-1	2022	5103	\$750,000.00
Aid-2 BLS Ambulance	New Type 6 Brush or BLS Ambulance	2023	TBD	\$350,000.00
Airport Response vehicle	1992 F-350	2024	5402	
Tender 2	1996 Water Tender	2026 (Replace with 5000 Gallon capacity)	5118	375,000.00
Engine 2	2007 BME Engine	2027	5111	\$750,000.00
Engine 1	2012 BME Engine	2032	5123	\$750,000.00
Aid-1 BLS Ambulance	2019 BLS Ambulance	2034	5134	\$350,000.00
Engine 3	2015 BME Engine	2035	5124	\$750,000.00
Brush 1	2017 Type 6 Engine	2037	5409	
Training 1	2012 F-250 Training	2037	5122	
Battalion 1	2020 F-250 Command Move to Battalion 2	2040	5130	\$85,000.00
Rescue 2	2017 R-550 Light Rescue	2042	5125	
Marshal 1	2018 F-150	2043	5127	\$60,000.00
Ladder 1	2019 Pierce Velocity	2044	5133	\$1,500,000.00
Fire Chief SUV	2020 Ford Explorer	2045	5131	\$35,000.00
Deputy Chief SUV	2020 Ford Explorer	2045	5134	\$35,000.00
Hazmat Trailer	1996 utility trailer	TBD	5104	
Trench Rescue Trailer	2019 utility trailer	TBD	5128	
ARFF 4	2019 Rosenbauer	FAA Requirements	9161	
ARFF 5	1996 Oshkosh	FAA Requirements	9121	
Engine 7	1992 E-1	Decommission 2021	5117	
Tender 3	1992 1992 Ford L9000	Decommission 2022 (Reducing fleet)	5116	
Aid Car	2006 Ford Ambulance (Donated by MVP)	Decommission 2021	5129	
Tower 1	1989 Grumman Aerial Cat	Decommission 2021	5087	
Utility tow vehicle	1996 F-350	Decommission 2021	5106	

Appendix I

Apparatus Inspection Criteria

The objective of this plan is to identify and replace mobile equipment that has met or exceeded their serviceable life and replace them with emergency response apparatus, which meet the following criteria:

- Maintains or improves the current level of service
- It is cost-effective to the citizens of the City of Twin Falls and Twin Falls Fire Protection District.
- Incorporates modern fire service technologies
- It is safe to operate

This plan will integrate the rotation of select apparatus over the life of the plan to maximize serviceable life.

HISTORY/SCOPE:

As of July 2018, the Twin Falls Fire Department's fleet is comprised of 23 vehicles including:

- 3 frontline fire engines
- 2 reserve fire engines
- 2 water tenders
- 4 rescue/special operations vehicles (includes 92 Ford F-350/Hazmat Trailer/fire-wise trailer/rope rescue
- 6 support/admin vehicles
- 2 type 4 engines (brush trucks)
- 2 type 6 engines (small brush truck)
- 1 ladder truck
- 1 ARFF vehicle

The Twin Falls Fire Department average age of motorized equipment is 15.7 years old. We currently have 4 vehicles in the fleet built in 2017 and 2018; if you remove them from the average, it shifts to 19.3 years old. The oldest frontline engine is 26 years old, the ladder truck is 30 years old, and the oldest water tender is 26 years old.

The plan is to maintain a fleet of frontline engines no older than 20 years old with 75% or above evaluation score. Water Tenders will be replaced as needed based on the score of the truck evaluation form or 30 years of service. The ladder truck is recommended to maintain a score of 75% or be replaced at 30 years. Support vehicles are recommended to be replaced between 100,000-150,000 miles based on the vehicle inspection evaluation score of 75%.

The Apparatus Evaluation Committee (AEC) will consist of the Logistics Battalion Chief, 1 Fire Captain, 1 Driver/Operator, and a representative from the City Shop.

Heavy Apparatus & Brush Trucks

1. During the spring of each year, all apparatus fifteen (15) years and older shall be inspected by the Apparatus Evaluation Committee (AEC) using the Heavy Apparatus & Brush Truck Evaluation Form. Inspections are based on criteria from recommendations of NFPA 1911.
2. The AEC, based on the inspection, will make recommendations for improving the performance or extending the expected life span of the apparatus.

Example: If the evaluation of an engine indicates that the cab, body, suspension, pump, tank, systems, appearance, etc. are all of suitable condition, but the transmission and rear-end is not, the AEC may recommend replacing the transmission and rear-end to ensure the apparatus is in good condition and will be safe and functional for the remainder of time the apparatus is in service.

3. A chief officer may request an inspection of any apparatus to be considered for replacement before meeting the minimum age requirement if other factors influence the need to replace the apparatus immediately.
4. Scores from the evaluation form will be compiled and summarized in a report to the TFFD command staff for review.

Light Apparatus

1. During the spring of each year, all apparatus at 80,000 miles or greater shall be inspected by the AEC using the Light Vehicle Evaluation Form.
2. The AEC, based on the inspection, will make recommendations for improving the performance or extending the expected life span of the apparatus.

Example: If the evaluation of a staff or support vehicle indicates that the body, systems, appearance, etc. are all in good condition, but the annual mileage estimate indicates the vehicle will be over 100,000 miles, the AEC may recommend moving the vehicle into a reserve status to reduce the annual miles traveled thereby extending its useful life at least another year.

3. A chief officer may request an inspection of any apparatus to be considered for replacement before meeting the minimum mileage requirement if other factors influence the need to replace that apparatus immediately.
4. Scores from the evaluation form will be compiled and summarized in a report to TFFD command staff for review.

Fluid Leak Definition

The following information describes the different types/classes of leaks and how they affect the truck's status. Become familiar with them and remember **WHEN IN DOUBT, NOTIFY THE TWIN FALLS CITY SHOP**.

Class I and II leaks are considered minor leaks, and operations can continue under these conditions. Fluid levels must be checked regularly as required in the weekly checks when operating with these types of leaks. Class III leaks must be reported to unit maintenance for corrective action. If there is any doubt about the type of leak, notify the City shop.

Class I leaks

- It is identified by wetness or discoloration not significant enough to form drops. It is more of a fluid seep than a leak.

Class II leaks

- They are identified by a flow of fluid significant enough to form drops but not great enough to cause the drops to fall from the leak point.

Class III leaks

- They are identified by a fluid flow that is great enough to form drops that fall from the leak point while the apparatus is not operating.

Suppose a Class III leak is discovered before operating the vehicle. In that case, the vehicle may be operated if the fluid level is between the minimum and maximum points on the dipstick or in the sight glass. If the fluid level is below the minimum threshold, do not operate the vehicle and notify the City Shop. Suppose a Class III leak is discovered while operating the vehicle. In that case, the operation may be completed as long as the leak is not a steady stream of fluid and the fluid level is within the minimum and maximum operating range. If the leak is a steady stream and/or fluid level falls below the minimum, turn off the vehicle and notify the City Shop.

TWIN FALLS FIRE DEPARTMENT

HEAVY APPARATUS EVALUATION FORM

Apparatus # _____

City ID# _____

Year _____

Make _____

Model _____

Cab Assembly

Includes metal skin, structural components, steps, doors, windows, paint, upholstery, and interior configuration for TFFD best practices. Use criteria from NFPA 1911 Annual inspection report.

Excellent	Very Good	Good	Fair	Poor
5	4	3	2	1

Comments: _____

Body Assembly

Includes metal skin, structural components, compartments, doors, shelves, trays, and basic configuration for TFFD best practices. Use criteria from NFPA 1911 Annual inspection report.

Excellent	Very Good	Good	Fair	Poor
25	20	15	10	5

Comments: _____

Drive Train

Includes engine, transmission, rear end, axles, and driveshaft. Use criteria from NFPA 1911 Annual inspection report.

Excellent	Very Good	Good	Fair	Poor
25	20	15	10	5

Comments: _____

Suspension

Includes inside struts, shocks, leaf springs, body mounting components, and steering components. Use criteria from NFPA 1911 Annual inspection report.

Excellent	Very Good	Good	Fair	Poor
5	4	3	2	1

Comments: _____

Electrical System

The onboard generator and associated components include the electrical interface between cab and body and emergency lighting. Use criteria from NFPA 1911 Annual inspection report.

Excellent	Very Good	Good	Fair	Poor
5	4	3	2	1

Comments: _____

Fire Pump

Includes the fire pump, associated piping, and components for TFFD best practices. Use criteria from NFPA 1911 Annual inspection report. Attach annual service test.

Excellent	Very Good	Good	Fair	Poor
5	4	3	2	1

Comments: _____

Foam System

Includes the foam pump, piping, capacity, and foam delivery capabilities. Use criteria from NFPA 1911 Annual inspection report.

Excellent	Very Good	Good	Fair	Poor
5	4	3	2	1

Comments: _____

Mileage

Mileage will be calculated by the DOT hours operated formula. (Engine hours x 50 mph = total mileage)

0-50k	50k-75k	75k-100k	100k-150k	150k+
5	4	3	2	1

Comments: _____

Age

0-5 years	6-10 years	11-15 years	16-20 years	20+ years
20	18	15	12	10

Comments: _____

Total Score: _____

Comments/Recommendations: _____

Appendix II

Apparatus Replacement Criteria

Fire apparatus must be equipped with the latest safety features and operating capabilities to maximize firefighter capabilities and minimize the risk of injuries. Any apparatus unable to pass testing/inspection shall be considered for replacement. The following criteria determine the viability of an apparatus.



Type 1 Structure Engine:

- All frontline engines shall be in service for 15 years as a first out engine, then in reserve status for 5 years.
- All frontline engines with a rated pump shall pass a certified third party's annual NFPA pump service test.
- All frontline engines shall pass an annual heavy apparatus evaluation conducted by City Shop personnel and Logistics Battalion Chief.
- All frontline engines shall pass an annual DOT inspection.



Aerial Apparatus:

- All cross-staffed aerial apparatus shall remain in service for 25 years as defined by NFPA 1911. Any apparatus over 25 years of age per NFPA 1911 Annex “D” should be retired from service. The repairing of an apparatus will not make it “new” or free of any future repairs.
- All frontline aerial apparatus with a rated pump shall pass a certified third party's annual NFPA pump service test.
- All frontline aerial apparatus shall pass an annual heavy apparatus evaluation conducted by City Shop personnel and Logistics Battalion Chief.
- All aerial apparatus shall pass an annual ladder performance test according to NFPA 1911 performed by a certified third party.
- All frontline aerial apparatus shall pass an annual DOT inspection.



Water Tender:

- All cross-staffed Water Tender support vehicles shall remain in service for 25 years as defined by NFPA 1911. Any apparatus over 25 years of age per NFPA 1911 Annex "D" should be retired from service. The repairing of an apparatus will not make it "new" or free of any future repairs.
- All cross-staffed Water Tenders with a rated pump shall pass an annual NFPA pump service test conducted by a certified third party.
- All cross-staffed Water Tenders shall pass an annual heavy apparatus evaluation conducted by City Shop personnel and Logistics Battalion Chief.
- All cross-staffed Water Tenders shall pass an annual DOT inspection.



BLS Ambulance:

- For light-duty chassis ambulances, regardless of if it is a pickup truck/module (Type I), van (Type II), or a van cutaway/module, services frequently replace vehicles at 250,000 miles or fifteen (15) years.
- All BLS ambulances shall pass an annual light apparatus evaluation conducted by City Shop personnel and Logistics Battalion Chief.
- All BLS ambulances shall pass an annual DOT inspection.



Type 6 Brush truck:

- All frontline type 6 brush trucks shall be in service for 20 years.
- All frontline type 6 brush trucks shall pass an annual heavy apparatus evaluation conducted by City Shop personnel and Logistics Battalion Chief.
- All frontline type 6 brush trucks shall pass an annual DOT inspection.



Type 4 Brush truck:

- All frontline type 4 brush trucks shall be in service for 20 years.
- All frontline type 4 brush trucks shall pass an annual heavy apparatus evaluation conducted by City Shop personnel and Logistics Battalion Chief.
- All frontline type 4 brush trucks shall pass an annual DOT inspection.



Light rescue (Rope Rescue):

- Light rescue apparatus trucks shall be in service for 25 years.
- Shall pass an annual light apparatus evaluation conducted by City Shop personnel and Logistics Battalion Chief.
- Light rescue shall pass an annual DOT inspection.
- Shall be evaluated for TFFD best practices.



Heavy rescue (Hazmat): proposed.

- Heavy rescue apparatus trucks shall be in service for 25 years.
- Shall pass an annual heavy apparatus evaluation conducted by City Shop personnel and Logistics Battalion Chief.
- Heavy rescue shall pass an annual DOT inspection.
- Shall be evaluated for TFFD best practices.



www.piercemfg.com



Pierce Manufacturing Inc., An Oshkosh Corporation Company
P.O. Box 2017, Appleton WI 54912-2017 USA

Specifications, descriptions, and illustrative material in this literature are as accurate as known at the time of publication, but are subject to change without notice. Illustrations may include optional equipment and accessories and may not include all standard equipment. All measurements are nominal values.
© Pierce Manufacturing Inc., Pierce, the Pierce logo, Dash, Impel, Quantum, and Velocity are registered trademarks; and Arrow XT, Command Zone, Control Zone, Enforcer, and PUC are trademarks of Pierce Manufacturing Inc., Appleton, WI. TAK-4 is a registered trademark of Oshkosh Defense, LLC, Oshkosh, WI.
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No more building bodies around the pump.

The Pierce® PUC™ eliminates the pumphouse so you can build your apparatus around your needs. It minimizes vehicular space used for fire suppression and maximizes equipment storage while still providing big pump, foam, and CAFS capabilities.

The 1,500 gpm pump (rated for draft) weighs 30 percent less than most existing pumps on the market and comes with a 6-year standard warranty.

The PUC is the first apparatus that offers the most complete single-source build, from the chassis and body down to the pump.



The first modern tilt cab emergency response vehicle purpose-built for today’s fire service.

How to operate PUC Sure Shift Technology:

- STEP 1
 - STEP 2
- That's it. Want more steps to operate your pump? You'll have to go elsewhere.

2-step technology reduces shift operations while removing the traditional grinding and uncertainty of putting a traditional mid-ship pump into gear. The park-to-neutral feature places the transmission into neutral automatically when the parking brake is set. The single-touch water-foam CAFS suppression selection located on the dash has the system up and functional before the operator is out of the cab.

A smarter pump panel.

We enclosed the pump operators panel on the side mount to keep it clean of grime, grit, and moisture. The Control Zone™ pump panel is designed to fit the way you work with:

- Large lever control handles that lock to prevent valve creep under pressure
- Multi-functional pressure governor
- Extra large engine rpm display
- Hose location on the side of the pump panel instead of under it
- Fuel level monitoring
- Pump prognostics



True pump and roll standard



Single-touch water-foam CAFS selection



PUC side-mount pump panel

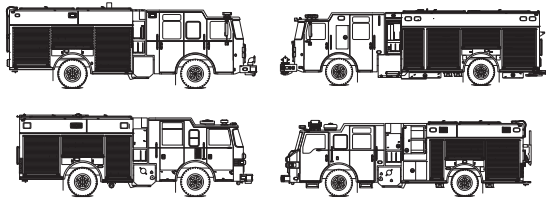


PUC top-mount pump panel



PUC™ changes everything.

Get more compartment space, a lower hosebed and crosslays, true pump and roll, a shorter wheelbase, easy servicing, and unmatched design flexibility.



PUMPER PUC SPECS

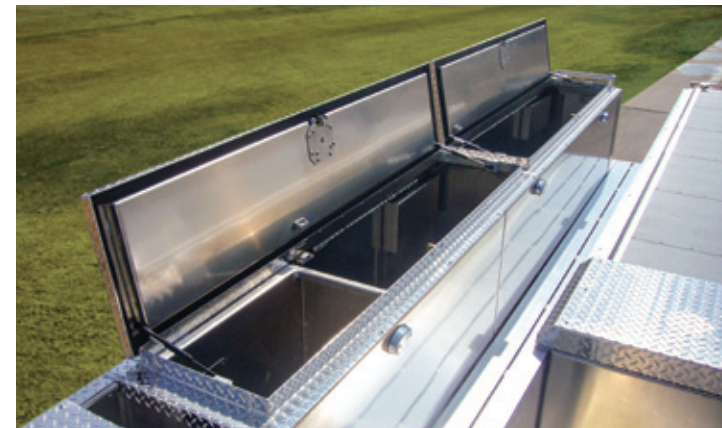
Custom Chassis	Arrow XT™, Enforcer™, Impel®, Quantum®, Velocity®
Tank Capacities	Up to 1,500 gallons / lifetime warranty
Compartment Space	Up to 500 cubic feet (depending on body size & chassis)
Usable Compartment Depth	12" upper, 26" lower
Body Width	98"
Compartment Load Rating	Up to 800 lb each
Body Material	Aluminum standard & 304L stainless steel optional
Body Warranty	10-yr structural



Swingout tool boards



Clean compartment interior



Hatch compartments



Chest height ladder storage



Space saver tailboard



Tiltout shelves



Jump-off compartment



Low hose bed

We're giving you space. And then some.

The PUC™ features 26" deep compartments and up to 500 cubic feet of big, clean, uncluttered storage space with covered raceways, recessed shelf tracks, and bright strip lighting that reduces shelving shadows and gives excellent night-time visibility.

PUC also features a long list of options including:

- 500 lb sliding floor trays
- Dividers
- Tiltout shelves
- Swinging tool boards
- Reel mountings
- Numerous other options to fit your needs

You can configure any option with the roomy Pierce® "jump-off" compartment in the front passenger side for EMS, rescue or turnout gear, or whatever you decide to store.

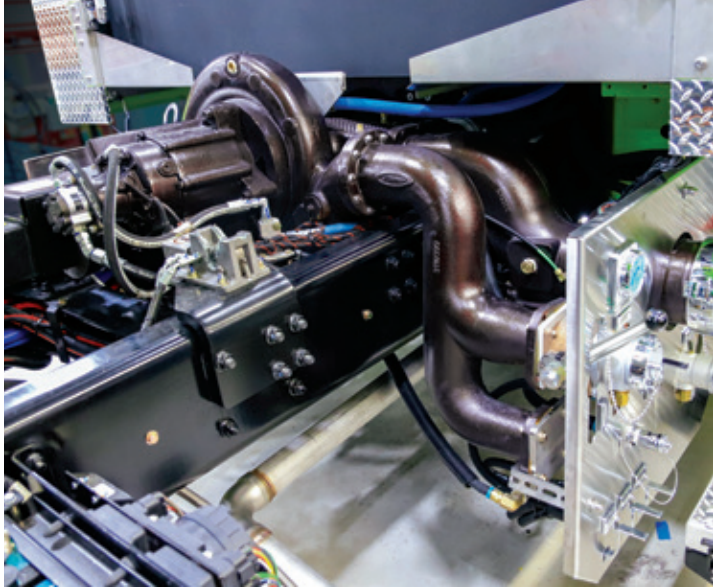
Ergonomic design for safety and service.

Stay safer while being more productive. Everything about the PUC™ is designed to ease the way firefighters climb, ride, drive, carry and store gear, remove hose, and service critical systems.

All service points have been simplified with comprehensive pump and valve access, above frame pump service, automated service and maintenance messages, and direct support from a single-source manufacturer.



Easy plumbing access for service



Pump accessibility

It's easy to go full tilt.

No disassembly time needed.

If down the line you need to rebuild the pump, just simply remove the intake wye and you have complete “above the frame” access to the pump’s wear ring, impeller, shaft, and mechanical seal, which will literally take days out of the rebuild process. And because of the pump position above the frame, there’s no more lying on your back underneath the truck.



Angled folding ladder for a safer climb



Lower crosslay height for easier hose removal



Chest height crosslays



Stokes/backboard storage



45° CRAMP ANGLES

A turn for the better.

PUC™ offers wheelbases as short as 162" (depending on body and chassis). To further improve maneuverability, a fold-up rear work platform is cleverly designed into the tailboard compartment to minimize overall length and improve the angle of departure. Combined with TAK-4® Independent Front Suspension and 45° cramp angles, PUC eases turning like no other.





July 2, 2021

Twin Falls Fire Department, ID
One (1) Enforcer PUC Pumper KB745
Build Location: Appleton, WI

Proposal Price	716,826.00
Less chassis progress payment discount	(11,280.00)
Less payment upon completion @ factory discount	(6,995.00)
Less 100% pre-payment discount	(11,754.00)
Total proposal price including all pre-pay discounts	\$ 686,797.00

Terms:

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 12 to 15 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Price Expiration: The above pricing is valid until July 28, 2021. If order is not submitted prior to that date, a 1.8% price increase will be required.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. **Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$376,013.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. **Payment Upon Completion at Factory Discount:** If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iii. **100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory. The 100% pre-payment discount is valid for 180 days from quote

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Consortium Purchase: The proposal is based on the apparatus being purchased through H-GAC (Houston-Galveston Area Council) utilizing contract FS12-19 valid until 11/30/2021. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$1,752.00** may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$5,000.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for **two (2)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$1,850.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.

All purchase orders shall be made out to Hughes Fire Equipment Inc.



Date: Monday, September 27, 2021
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

ACTION ITEM

Request:

Request to approve the contract between the City of Twin Falls and the Twin Falls Rural Fire District from October 1, 2021 to September 30, 2024.

Time Estimate:

Approximately 5 - 10 minutes.

Background:

The current contract between the City of Twin Falls and the Twin Falls Rural Fire District will expire on September 30, 2021. The City of Twin Falls and the Twin Falls Rural Fire District have drafted contracts and extensions to provide fire and EMS services over the past several years.

This year's contract incorporated additional detail (Section 1.2) for the Twin Falls Fire Department services, including fire prevention and plan reviews that were previously addendums to the agreement.

Approval Process:

Approval of this request requires a simple majority (50%+1) of the members attending this meeting.

Budget Impact:

The budget impact from implementing the new contract with the Twin Falls Fire District is to adjust the prior year's contract price, adjusted by the March municipal cost index. (MCI) The MCI is published by American City & County and is designed to show the effects of inflation on the cost of providing municipal services. The District, in consideration for the services rendered by the City, shall pay the City \$567,733.00 (the FY 2021-22 contract price)

Considering the City's services, the District will pay the City the previous year's contract price plus an amount equal to the percentage increase in the most recently published March municipal cost index (MCI). The percent increase will not exceed 5%. Should the MCI decrease, the contract price will remain the same as the previous year.

Regulatory Impact:

None

History:

In 2021, the increase in the MCI was almost 9%; with the last contract language, the District would have paid this rate. With the other donations and grants they have supported over the past three years, we felt the 9% MCI was excessive. After consulting staff and our city attorney, the following section of the contract, described in the budget impact above and in the agreement, represents a new calculation that we see as more equitable.

Analysis:

N/A

Conclusion:

This request is to approve the Rural Fire District contract to the council for approval from October 1, 2021, through September 30, 2024.

Attachments:

1. City of TF and Fire District Contract 2021-2024 - Unsigned
2. Amendment to the Governmental Fire Services Agreement - July 13, 2020

GOVERNMENTAL FIRE SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of October 2021, by and between the City of Twin Falls, Idaho, a municipal corporation (hereinafter referred to as the “City”), and the Twin Falls Rural Fire District, a political subdivision (hereinafter referred to as the “District”).

WITNESSETH

WHEREAS, the District is a duly created fire protection district pursuant to Idaho Code Title 31, Chapter 14; and

WHEREAS, the parties wish to enter into an Agreement under which the City will provide fire protection, emergency medical (EMS), and rescue services (“Services” herein) to the District and further, the City will house and store the firefighting apparatus of the District; and

WHEREAS, Idaho Code Sections 31-1415 and 31-1430 provide the authority for such a governmental service contract between the District and the City.

NOW, THEREFORE, it is agreed between the City and the District as follows:

1. The City shall provide the Services to the District set forth in this Agreement.

1.1 The City will provide Services for incidents within the boundaries of the district. Upon dispatch, the ranking Twin Falls Fire Department Official shall be the sole person in authority and in charge of the organized personnel, techniques, procedures, and direction of all portions of fire suppression. The City’s obligations are subject to allocation of firefighting equipment and availability of personnel as determined at the sole discretion of the Twin Falls Fire Department Fire Chief (“Fire Chief” herein) to ensure comparable fire response service coverage to the City, its other contract service obligations, and the District.

1.2 Applicable Laws: All inspections and fire reviews authorized herein shall ensure compliance with International Fire Code, National Fire Protection Association, and other applicable Federal, State, and local fire code requirements.

1.2.1 General Fire Inspections: The City of Twin Falls Fire Department shall have the right to perform fire inspections for property owners, builders, or other persons with respect to improvements upon or other uses of property in the District. Furthermore, the City of Twin Falls Fire Marshal and/or Inspector(s) shall have the right to enforce the fire code on all new and existing construction within the district.

1.2.2 Plan Reviews: The City of Twin Falls Fire Marshal and/or Inspector(s) shall perform plan reviews and inspections for all new commercial and residential structures, including outbuildings.

1.3 Fire trucks and other firefighting equipment will be provided by the district for use by City personnel as provided herein. Upon mutual consent, the City will provide a facility to house the District's firefighting equipment and supplies and will maintain and repair the fire trucks supplied by the District. The fire trucks and equipment of both the City and District may be used by the City when providing Services in both the City and the District.

1.4 The cost of acquiring additional firefighting equipment in the future may be the subject of negotiations between the City and the District. No obligation to share in such costs is intended to be created by this Agreement.

1.5 The City of Twin Falls shall collect and retain the applicable fees assessed by the District for Services provided under this agreement.

2. In the event the district is dissatisfied with the general level of service being provided by the City under this Agreement, the District shall have the right to petition the Fire Chief for review and modification thereof, subject to the approval of the Twin Falls City Council. If the District is not satisfied with the decision of the Fire Chief, it may appeal same to the Twin Falls City Council. The procedures provided for herein shall be in addition to any other right or remedy available at law or in equity.

3. The District, in consideration for the services rendered by the City, shall pay the City the previous year's contract price plus an amount equal to the percentage increase in the most recently published March municipal cost index (MCI). The percent increase will not exceed 5%. Should the MCI decrease, the contract price will remain the same as the previous year. ▯

3.1 The annual payment, as calculated above, shall be paid by the District to the City in two equal installments each calendar year. The first payment shall be made by the District to the City on or before **February 1st** of each year and the remainder of the amount due shall be paid by the District to the City on or before **August 1st** of each year.

3.2 Any revenues generated by the District in excess of the amounts owed to the City hereunder shall be retained as the property of the District, for its own purposes, and such excess funds shall not be deposited into the City's General Fund.

4. The District shall obtain, at its cost, insurance coverage for any vehicles and other equipment it owns supplied by it under this Agreement. The insurance coverage shall insure against physical damage to District-owned vehicles and other equipment and insure against liability of the City and/or the District arising from the City's response to fires in the District. The limits of such liability insurance shall be no less than the liability of a governmental entity as established in the Idaho Tort Claims Act and all future amendments thereto.

4.1 The District shall defend, indemnify, and hold harmless the City, its agents, officials, and employees, from and against any and all actions, claims, demands, damages, and costs whatsoever that may arise out of or be made against the City: (1) for injury or damage to persons or property by reason of performance of the City under this Agreement in any way relating to the City not having portable water tankers or adequate water storage capacity on its fire vehicles, the inadequacy of water, water flows and/or water pressures available to respond to a fire; and (2) for injury or damage to persons or property arising from the actions or decisions of the District's Commissioners. The District's obligation under this paragraph to indemnify and hold the City harmless shall be limited to the sum that exceeds the amount of insurance coverage, if any, available for the protection of the District and the City.

5. This Agreement shall continue in force from ***October 1, 2021, until September 30, 2024***, unless sooner terminated or modified by mutual agreement of the parties.

6. This Agreement is intended as a governmental service contract between the District and the City and is not intended by the parties to be a third party beneficiary contract; nor does it create any rights, obligations, or duties to any party other than the District and the City.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

CITY OF TWIN FALLS

Mayor

ATTEST:

City Clerk, Deputy

TWIN FALLS RURAL FIRE DISTRICT

Chairman, Board of Commissioners

ATTEST:

Secretary

**AMENDMENT TO THE
GOVERNMENTAL FIRE SERVICES AGREEMENT**

THIS *AMENDMENT TO THE GOVERNMENTAL FIRE SERVICES AGREEMENT* made this 13 day of July 2020, by and between the City of Twin Falls, Idaho, a municipal corporation ("City"), and the Twin Falls Rural Fire District, a political subdivision ("District");

WITNESSETH

WHEREAS, on October 1, 2018, the City and the District entered into a Governmental Fire Services Agreement ("Agreement"), attached and incorporated herein, as Exhibit A, and

WHEREAS, the Agreement authorized the City to provide fire protection, emergency medical (EMS), and rescue services ("Services") to the District; and

WHEREAS, on June 15, 2020 the District passed a fee resolution establishing fees for the services provide under the Agreement; and

WHEREAS, the District wishes the City to provide additional fire review and inspection services; and,

WHEREAS, the parties wish to amend the Agreement clarifying the nature of the services provided under the contract and identifying the process for the collection of fees assessed by the District; and

WHEREAS, an amendment to the Agreement is authorize in section 5 of the Agreement.

NOW, THEREFORE, it is agreed between the City and the District as follows:

A. Section 1.2 of the Agreement is replaced by the following language:

1.2 Applicable Laws: All inspections and fire reviews authorized herein shall ensure compliance with International Fire Code, National Fire Protection Association, and other applicable Federal, State, and local fire code requirements.

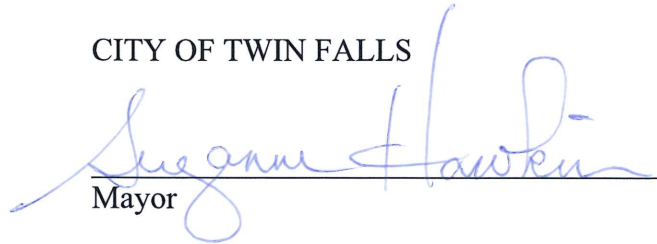
1.2.1 General Fire Inspections: The City of Twin Falls Fire Department shall have the right to perform fire inspections on the part of property owners, builders, or other persons with respect to improvements upon or other uses of the property in the District. Furthermore, the City of Twin Falls Fire Marshal and/or Inspector(s) shall have the right to enforce the fire code on all new and existing constructions within the District.

1.2.2 Plan Reviews: The City of Twin Falls Fire Marshall and/or Inspector(s) shall perform plan reviews and inspections for all new commercial and residential structures, including outbuildings.

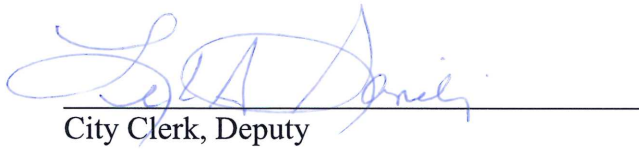
B. A new Section 1.5 is added to the Agreement as follows:

1.5 The City of Twin Falls shall collect and retain the applicable fees assessed by the District for the services provided under this Agreement.

CITY OF TWIN FALLS


Mayor

ATTEST:


City Clerk, Deputy

TWIN FALLS RURAL FIRE DISTRICT


Chairman, Board of Commissioners

ATTEST:

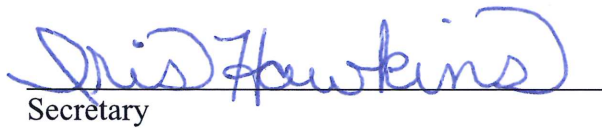

Secretary

Exhibit A

GOVERNMENTAL FIRE SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of October, 2018, by and between the City of Twin Falls, Idaho, a municipal corporation (hereinafter referred to as the "City"), and the Twin Falls Rural Fire District, a political subdivision (hereinafter referred to as the "District");

WITNESSETH

WHEREAS, the District is a duly created fire protection district pursuant to Idaho Code Title 31, Chapter 14; and

WHEREAS, the parties wish to enter into an Agreement under which the City will provide fire protection, emergency medical (EMS), and rescue services ("Services" herein) to the District and further, the City will house and store the firefighting apparatus of the District; and

WHEREAS, the Idaho Code, Section 31-1415 and 31-1430, provide the authority for such a governmental service contract between the District and the City.

NOW, THEREFORE, it is agreed between the City and the District as follows:

1. The City shall provide the Services to the District as set forth in this Agreement.

1.1 The City will provide the Services for incidents within the boundaries of the District, upon dispatch, the ranking Twin Falls Fire Department Official shall be the sole person in authority and in charge of the organized personnel, techniques, procedures and direction of all portions of fire suppression. The City's obligations are subject to allocation of firefighting equipment and availability of personnel as determined at the sole discretion of the Twin Falls Fire Department Fire Chief (the "Fire Chief" herein) to insure comparable fire response service coverage to the City, its other contract service obligations, and the District.

1.2 The City shall not be responsible for performing fire inspections in the District or for insuring or overseeing compliance with applicable Fire Codes on the part of property owners, builders or other persons with respect to improvements upon or other uses of the property in the District. Provided however, that the City in its discretion may perform plan reviews and inspections to ensure compliance with International Fire Code requirements for commercial buildings. The City may also review new residential structures to ensure they comply with Fire Department access and fire flow requirement in accordance with the International Fire Code and National Fire Protection Association requirements. Furthermore, the Fire Department inspector shall have the right to make recommendations regarding fire safety in all new constructions in the District.

1.3 Fire trucks and other firefighting equipment will be provided by the District for use by City personnel as provided herein. Upon mutual consent, the City will provide a facility to house the District's firefighting equipment and supplies and will maintain and

repair the fire trucks supplied by the District. The fire trucks and equipment of both the City and District may be used by the City when providing Services in both the City and the District.

1.4 The cost of acquiring additional firefighting equipment in the future may be the subject of negotiations between the City and the District and no obligation to share in such costs is intended to be created by this Agreement.

2. In the event the District is dissatisfied with the general level of service being provided by the City under this Agreement, the District shall have the right to petition the Fire Chief for review and modification thereof, subject to the approval of the Twin Falls City Council. If the District is not satisfied with the decision of the Fire Chief, it may appeal same to the Twin Falls City Council. The procedures provided for herein shall be in addition to any other right or remedy available at law or in equity.

3. The District, in consideration for the services rendered by the City, shall pay the City the previous year's contract price, adjusted by the March municipal cost index. (MCI). The MCI is published by American City & County. The FY 2018 contract price was \$504,795. The March 2018 MCI was 247.79, a year over year change of 4.471%. The contract price for FY 2019 shall be \$527,365. ($\$504,795 \times 4.471\% = \$527,365$). The contract price will be updated annually with the corresponding MCI figures.

3.1 The annual payment, as calculated above, shall be paid by the District to the City in two equal installments each calendar year. The first payment shall be made by the District to the City on February 1st of each year and the remainder of the amount due shall be paid by the District to the City on August 1st of each year.

3.2 Any revenues generated by the District in excess of the amounts owed to the City hereunder shall be retained as the property of the District, for its own purposes, and such excess funds shall not be deposited into the City's General Fund.

4. The District shall obtain, at its cost, insurance coverage for any vehicles and other equipment it owns, supplied by it under this Agreement. The insurance coverage shall insure against physical damage to District owned vehicles and other equipment, and insure against liability of the City and/or the District arising from the City's response to fires in the District. The limits of such liability insurance shall be no less than the liability of a governmental entity as established in the Idaho Tort Claims Act and all future amendments thereto.

4.1 The District shall defend, indemnify, and hold harmless the City, its agents, officials, and employees, from and against any and all actions, claims, demands, damages, and costs whatsoever that may arise out of or be made against the City: (1) for injury or damage to persons or property by reason of performance of the City under this Agreement in any way relating to the City not having portable water tankers or adequate water storage capacity on its fire vehicles, the inadequacy of water, water flows and/or water pressures

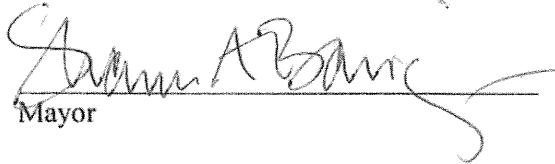
available to respond to a fire; and (2) for injury or damage to persons or property arising from the actions or decisions of the District's Commissioners. The District's obligation under this paragraph to indemnify and hold the City harmless shall be limited to the sum, that exceeds the amount of insurance coverage, if any, available for the protection of the District and the City.

5. This Agreement shall continue in force from October 1, 2018, until September 30, 2021, unless sooner terminated or modified by mutual agreement of the parties.

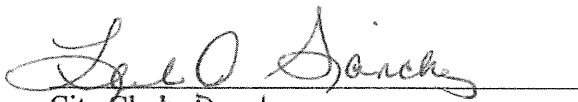
6. This Agreement is intended as a governmental service contract between the District and the City and is not intended by the parties to be a third party beneficiary contract; nor does it create any rights, obligations, or duties to any party other than the District and the City.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

CITY OF TWIN FALLS


Mayor

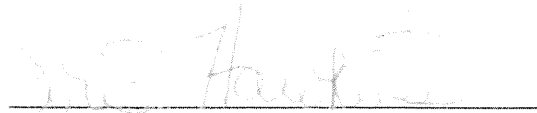
ATTEST:


City Clerk, Deputy

TWIN FALLS RURAL FIRE DISTRICT


Chairman, Board of Commissioners

ATTEST:


Secretary