



Twin Falls City Council Agenda

Monday, September 25, 2017, 5:00 PM

*** AMENDED ***

City Council Chambers
305 Third Avenue East - Twin Falls, Idaho

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) CONSIDERATION OF AMENDMENTS TO AGENDA
- 4) PROCLAMATIONS: None
- 5) GENERAL PUBLIC INPUT
- 6) CONSENT CALENDAR
 - a) Request to approve the Accounts Payable for September 19 - 25, 2017.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
 - b) Request to approve the September 18, 2017, City Council Minutes.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
- 7) ITEMS OF CONSIDERATION
 - a) Request to adopt the Utility Rate Resolution for Fiscal Year 2018.
Purpose: Action By: Bill Baxter, Finance Accountant/Utility Services Supervisor
 - b) Update on GIS
Purpose: Presentation By: Kathy Markus, Robin Wilson, Kennedy Esume, Rich Hall, Justin Ash
 - c) Request to make capital allocations in FY 2017 with realized savings in the General Fund.
Purpose: Action By: Mitch Humble, Deputy City Manager
 - d) Request to modify the speed zone on Orchard Dr. between Washington St. S. and Blue Lakes Blvd. S.
Purpose: Action By: Jackie Fields, City Engineer
 - e) Approval and adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.
Purpose: Action By: Gretchen Scott, Human Resources
- 8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

9) PUBLIC HEARINGS

- a) Request to amend the 2016-2017 Budget.

Purpose: Action By: Shayne Carpenter, Budget Coordinator

10) ADJOURNMENT

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 and Zoning shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, 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. 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.
 4. 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.
 5. A City Staff Report shall summarize the application and history of the request.
 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.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 8. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council or Planning & Zoning Commission, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor or Chairman may again establish time limits.
 9. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning and 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 18, 2017, 5:00 PM

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Suzanne Hawkins, Councilmembers Nikki Boyd, Greg Lanting, Christopher Reid, Ruth Pierce

Absent: Councilmember Chris Talkington

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Brian Pike, Deputy City Manager Mitch Humble, City Attorney Fritz Wonderlich, Senior Planner Jonathan Spendlove, Deputy City Clerk Sharon Bryan

Mayor Barigar called the meeting to order at 05:04: PM
A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) CONSIDERATION OF AMENDMENTS TO AGENDA

City Manager Rothweiler asked that if there is time between Items for Consideration and Public Hearing that Council go into Executive Session.

4) PROCLAMATIONS:

- a) "National Child Passenger Safety Week"
September 17-23, 2017

Mayor Barigar read proclamation and presented it to Chief Kingsbury.

Chief Kingsbury thanked City Council and introduced the following people involved with the Child Passenger Safety Program.

- Captain Matt Hicks
- Sgt Ryan Howe
- Sgt Justin Dimond
- Barbara Handy - Safe Kids Executive Board Chairperson
- Office of Highway Safety Ken Corder and Sherry Jenkins
- St Lukes Regional Medical Center

Jennifer Westendorf, Director of Safe Kids Coalition thanked City Council, Twin Falls Police Department and Grant Writer Mandi Thompson for their support.

5) GENERAL PUBLIC INPUT

None

6) CONSENT CALENDAR

MOTION:

Councilmember Reid moved to approve the Consent Calendar. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted. 6 to 0.

- a) Request to approve the Accounts Payable for September 12-18, 2017.
- b) Request to approve the September 11, 2017 City Council Minutes.
- c) Request to approve the Holli Memorial Run, Voices Against Violence event on Saturday, October 7, 2017.
- d) Request to hold the sixth annual "Haunted Swamp" to be held at 646 South Park Avenue West.
- e) Request by Wyatt Detweiler to hold the Twin Falls Corn Maze Monday through Saturday, September 29, 2017, to November 4, 2017 located at the northeast corner of Pole Line Road West and Grandview Drive North.
- f) Request to approve the Findings of Fact and Conclusions of Law for the following: Canyon Village Office Condominium No. 1- Final Plat.
- g) Request to approve a Curb-Gutter & Sidewalk Improvement Deferral Agreement - 433 Washington Street South for Jessica Biggs.
- h) Request to approve a **final plat** of South Estates #2 (formerly South View Estates) consisting of 71 lots on 33 (+/-) acres to develop the second phase of a residential subdivision located at the north east corner of Orchard Drive and Harrison Street South, extended. c/o EHM Engineers, Inc.

7) ITEMS OF CONSIDERATION

- a) Request to confirm the appointment of Rudy Ashenbrenner to the Twin Falls Urban Renewal Agency board.

Mayor Barigar asked that City Council confirm the appointment of Rudy Ashenbrenner to the Twin Falls Urban Renewal Agency Board.

MOTION:

Councilmember Pierce moved to confirm the appointment of Rudy Ashenbrenner to the Twin Falls Urban Renewal Agency Board and to waive residency requirement. Councilmember Boyd

seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

Out going Board Member Gary Garnard thanked Council.
Rudy Ashenbrener thanked City Council for the appointment.

- b) Request from Jessica Biggs to waive the Non-Conforming Building Expansion Permit Process for a home located at 433 Washington St. South.

Senior Planner Spendlove gave staff report.

MOTION:

Councilmember Lanting moved to waive the Non-Conforming Building Expansion Permit Process for a home located at 433 Washington Street South as presented. Vice Mayor Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- c) Update and request to adopt a resolution authorizing certain city officials to receive informal bids, objections to specifications and procedures, and to approve the lowest responsive bid.

City Manager Rothweiler explained the request he said that the resolution would remove Community Development Director and add Airport Manager and Parks and Recreation Director.

Discussion ensued on the following:

- Already approved in budget
- Building Official
- Allows members of team to hire.
- Examples of things that would fall under these requirements.

MOTION:

Councilmember Pierce moved to adopt Resolution 2017-14 removing the Community Development Director and adding Airport Manager, and Parks, and Recreation Director as presented. Councilmember Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- d) Request to declare the UV Equipment surplus and direct that it be donated to the City of Boise.

City Manager Rothweiler gave staff report.

Discussion ensued on the following:

Offer equipment to anyone locally.

City Engineer said that because of the type of equipment City did not offer it to anyone else.

MOTION:

Vice Mayor Hawkins moved to declare the UV Equipment surplus and direct that it be donated to the City of Boise. Councilmember Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

None

9) PUBLIC HEARINGS

- a) Request to **Vacate** the Garnand Conveyance Plat located at 129 Eastland Drive. c/o Fran Florence on behalf of Gary Garnand (app. 2887)

Fran Florence spoke on behalf of Gary Garnand on the request to vacate the Garnand Conveyance Plat located at 129 Eastland Drive.

Senior Planner Spendlove gave staff report.

Public Hearing Open

Public Hearing Closed

MOTION:

Councilmember Boyd moved to vacate the Garnand Conveyance Plat located at 129 Eastland Drive with the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to the City of Twin Falls keeping the dedicated Easements and the Right of Way directly adjacent to Eastland Dr.
3. Subject to any conditions placed by applicable Utility Companies for vacation approval.

Councilmember Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

Council reconvened to Executive Session.

10) ADJOURNMENT

- a) 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.

MOTION:

Councilmember Lanting moved to 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. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0

The meeting adjourned at 06:25: PM

Sharon Bryan, Deputy City Clerk



Date: Monday, September 25, 2017
To: Honorable Mayor and City Council
From: Bill Baxter, Finance Accountant/Utility Services Supervisor

Request:

Request to adopt the Utility Rate Resolution for Fiscal Year 2018.

Time Estimate:

Approximately 5 minutes

Background:

During our budget presentations over the past eight weeks, we've discussed the need to increase water rates by 2.5%, wastewater rates by 5.0%, and sanitation rates by 2.14%. Those increases have been incorporated into the 2017-2018 budget.

Approval Process:

We are not proposing to increase rates by an amount that exceeds 105% of the last fee collected.

Therefore, we are not required to hold a public hearing. We have allowed time during each budget presentation for our citizens to comment on this and any other items included in the recommended budget. The approval of this resolution takes a simple Council majority vote.

Budget Impact:

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends moving forward with the proposed rate increases as present in the Fiscal Year 2018 budget.

Attachments:

1. Utility Rate Resolution

RESOLUTION NO. 2017-?

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ESTABLISHING SEWER CONNECTION FEES AND USER CHARGES; ESTABLISHING WATER CONNECTION FEES AND USER CHARGES; ESTABLISHING PRESSURE IRRIGATION FEES; PROVIDING FOR COMMERCIAL CLASS USER RELIEF; ESTABLISHING GARBAGE AND RUBBISH COLLECTION FEES; PROVIDING FOR A POLICY ON DELINQUENT ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. WASTEWATER CONNECTION FEES: That the following fees to be paid for connection to the Wastewater Collection and Treatment System shall be, and the same are hereby established:

- A. General Permit: The fee for processing the application shall be Fifteen Dollars (\$15.00).
- B. Industrial Permit: The fee for processing the application shall be established by the City Council at the time of such application.
- C. Municipal Permit: The fee for processing the application shall be established by the City Council at the time of such application.
- D. Standard Connection: The assessment for construction of a standard sewer connection four inches (4") in diameter and fifty feet (50') or less in length shall be Five Hundred Fifty Dollars (\$550.00) per connection. The assessment may be paid over a 20-year period by monthly payment after execution of a payment contract provided by the City. The annual interest rate for paying connection assessments on a monthly basis shall be six percent (6%) compounded on the unpaid balance.
- F. Capacity Fees: The following capacity fees are to be paid for connection to the Wastewater Treatment System:

Single Family Residence	\$480.90
Duplexes, per dwelling unit	\$383.25
Mobile Home Parks, per dwelling unit	\$284.55
Apartments, per dwelling unit	\$383.25

Commercial, Institution, and Industrial capacity fees are priced based on annual flows and strengths using the following table:

Flow, per 1,000 gallons	\$3.200
Biological Oxygen Demand (BOD), per pound	\$1.273
Total Suspended Solids (TSS), per pound	\$1.292

SECTION 2. WASTEWATER USER CHARGES: That the following user classification and charges to be paid by each City resident user for use of the wastewater collection and treatment system shall be, and the same are hereby established.

A. Group I - Residential (User Code 100): This class of users includes all single-family dwelling units. The monthly fee for this class of users shall be \$22.53 for the use of the collection and treatment system, and \$0.592 per thousand gallons of metered water usage for the first 8,000 gallons used each month.

B. Group I - Residential (User Code 102): This class of users includes all multi-family dwelling units including duplexes, apartments, and mobile home parks. The monthly fee for this class of users shall be \$18.267 for each dwelling unit, for the use of the collection and treatment system, and there shall be added to each user account a capital construction fee of \$2.097 per month.

C. Group II - Commercial (User Code 200): This class of user includes office buildings, hotels/motels (without restaurants), retail and wholesale (non-food), warehousing and light manufacturing, bars (without restaurants), car washes, laundromats, repair shops and gas stations. The monthly fee for this class of users shall be \$22.53 for use of the collection and treatment system, and \$1.455 per 1,000 gallons of metered water used each month.

D. Group III - Commercial (User Code 300): This class of users includes hotels/motels (with restaurants), markets (including meat and produce), restaurants, bakeries (wholesale) and mortuaries. The monthly fee for this class of user shall be \$22.53 for use of the collection and treatment system, and \$3.199 per 1,000 gallons of metered water used each month.

E. Group IV - Institutional: This class of users includes churches, hospitals, convalescent hospitals, elementary schools, high schools and colleges. With the exception of elementary and other public schools, the monthly fee for this class of users shall be \$22.53 for use of the collection and treatment systems, and \$1.491 per 1,000 gallons of metered water used each month.

Elementary schools shall pay \$0.355 per pupil per month during the school year, but not less than \$22.53 per month. Other schools shall pay \$0.644 per pupil per month during the school year, but not less than \$22.53. For billing purposes, the student enrollment on the first day of the school year shall be used to calculate the bill for the ensuing school year.

F. Wastewater Flow Measuring Device: Any Group II, III, or IV commercial user whose charge is based on water meter readings may install a wastewater flow measuring device or separate water meter as approved by the Public Works Director, at the user's expense, if the water meter readings are not representative of the wastewater flow.

The Wastewater Superintendent may require a wastewater system user to install a flow-measuring device in the building sewer or water meter if all or part of the water supply to the building comes from an unmetered source. The user shall operate and maintain such device in proper operating condition. The standard group user rate shall be applied to the measured flow.

G. Group V - Industrial (User Code 500): This class of users includes all large volume and industrial process waste dischargers. The monthly fee for this class of users shall be in accordance with the Industrial User Agreement, entered into by each industrial user with the City of Twin Falls for the use of the wastewater system. (The City of Twin Falls may negotiate sewer rates on a contractual basis with major industrial customers, subject to the terms of any applicable bond covenants.)

The monthly fee for this class of user shall be \$22.53 for the use of the collection and treatment system, and a metered flow and measured strength charge determined using the following rate table:

Flow, per 1,000 gallons	\$0.592
Biological Oxygen Demand (BOD), per pound	\$0.263
Total Suspended Solids (TSS), per pound	\$0.257

H. Group VI - City of Kimberly (User Code 600): The City of Kimberly shall pay in accordance with the municipal User Agreement entered into by the City of Kimberly with the City of Twin Falls.

The monthly fee for this class of user shall be \$22.53 for the use of the collection and treatment system, and a metered flow and measured strength charge determined using the following rate table, plus a capital recovery charge of \$976.05:

Flow, per 1,000 gallons	\$0.592
Biological Oxygen Demand (BOD), per pound	\$0.263
Total Suspended Solids (TSS), per pound	\$0.257

SECTION 3. WATER CONNECTION FEES: That the following fees to be paid for connection to the Water Supply and Distribution System shall be, and the same are hereby established. These fees shall be adjusted annually, based upon the fluctuation of the Municipal Cost Index, as published by the American Cities and Counties magazine. The reference index number for the fees established by this resolution is 131.0, as shown in the February 1993 issue of the American Cities and Counties magazine.

A. Permit Tap Fee: These are only connections to dry lines. These fees are for all services in any subdivision platted after April 7, 2014. The standard size tapping connections and the fee for processing the application shall be as follows:

Service Size	Permit Tap Fee
1 inch	\$51.04
1 ½ inch	\$51.04
2 inch	\$51.04
Greater than 2 inch	See "F"

B. Main Line Connection Fee: These are connections to live water mains, tapping is done by City crew and owner provides materials. The standard sizes and the fee for processing the application and tapping the public water main shall be as follows:

Connection Size	Main Line Connection Fee
4 inch	\$1,137.80
6 inch	\$1,286.90
8 inch	\$1,718.20
10 inch	\$2,429.70
12 inch	\$3,752.63

C. Service Line Installation Fee: These are connections to live water mains and intended for the single dwelling home owner, not for developers of multiple lot subdivisions. Tapping is done by City crew and City provides the materials for service line installation from the mainline tap up to and including the meter. The standard size tapping connections and the fee for the City to construct all or any portion of a standard connection size service line, fifty (50) foot or less in length shall be as follows:

Service Size	Service Line & Meter Installation Fee
1 inch	\$1,261.88
1 ½ inch	\$1,629.14
2 inch	\$1,720.20
Greater than 2 inch	See "G"

D. Meter Fee: These are fees for the meter and meter placement by City crew. Meter fees are to be paid at the time of building permit. The standard size meter and meter set fees shall be as follows:

Meter Size	Meter & Installation Fee
1 inch	\$296.48
1 ½ inch	\$563.81
2 inch	\$754.76
Greater than 2 inch	See "G"

E. Fire Line: The City of Twin Falls no longer constructs fire line.

F. Nonstandard Permit: The fee for a larger than standard sizes must be approved by the City Engineer. Once approved, the fee for a larger than standard size permit shall be determined by the City Engineer.

G. Nonstandard Service: The fee for the City to construct all or any portion of a non-standard size service line shall be determined by the City Engineer.

H. Rock Excavation: The above fees do not include any rock excavation that may be required. The actual cost of any rock excavation, as determined by the Water Superintendent, shall be paid in addition to any other fees and charges.

I. Incidental Costs: The above fees do not include incidental costs such as trenching and traffic control. The actual cost of any incidental charges, as determined by the Water Superintendent, shall be paid in addition to any other fees and charges.

J. Meter Turn-on Service Fee (new service): The fee for processing the application and turning on water at existing meter shall be \$10.00 each time the water is turned on.

K. Service Fee (repairs): The fee for responding to an afterhours service call, which involves either turning off or turning on the water, shall be \$80.00. Said fee shall not be charged to customers who are closing accounts. An emergency allowance may be granted by the City Manager or his designee.

L. Water Meter Tampering Fine: The fine charged for tampering with a water meter when the City finds that a meter has been turned off or on without the City's authorization, shall be \$200.00.

SECTION 4. WATER USER CHARGES: That the following charges to be paid by each City resident user for use of the Water Supply and Distribution System shall be, and the same are hereby established as follows:

- A. User Charge: All users shall pay each month for the water supplied through their water meter. (The City of Twin Falls may negotiate water rates on a contractual basis with major industrial customers, subject to the terms of any applicable bond covenants.) The base fee shall be \$11.06, which includes up to the first 2,000 gallons of water. The charges per thousand (1,000) gallons of water supplied over 2,000 gallons shall be as follows:

Gallons Supplied	Additional Charge per 1,000 gallons
3,000 to 150,000	\$1.756
151,000 to 10,000,000	\$0.793
10,001,000 and above	\$0.603

B. Water rates for all mobile home parks, trailer parks, trailer and tourist camps shall be charged in accordance with the standard individual residence rates as set forth by the City, provided, however, that every two spaces for living unit parking shall be defined as the equivalent of one individual residence.

C. Each active water user shall pay each month an additional fee of \$10.75 for the annual debt service payment for the revenue bonds which financed the federally mandated arsenic compliance project.

SECTION 5. PRESSURIZED IRRIGATION FEES: That the following fees to be paid for connection to the Pressurized Irrigation System shall be, and the same are hereby established:

- A. Processing Fee: There is no additional processing fee for utility customers with potable water service, but an additional monthly processing fee of \$6.430 will be assessed to any customer with only pressurized irrigation service.

B. Residential property: The monthly fee for residential property shall be computed based upon the full platted lot size, in square feet, at the rate of \$0.002039158 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments. The monthly fee for residential properties no longer receiving “shoulder water” shall be computed based upon the full platted lot size, in square feet, at the rate of \$0.001733283 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments.

C. Commercial property: The monthly fee for commercial property shall be computed based upon twenty percent (20%) of the full platted lot size, in square feet, at the established rate of \$0.002039158 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments.

SECTION 6. COMMERCIAL CLASS-USER RELIEF: Any commercial class user may request of the City Manager relief from his sewer billing rate. Relief shall be granted if the City Manager is satisfied that the user's billing rate has been increased due to irrigation water use only. The relief adjustment shall be the difference between the user's monthly charges from November 1st through April 30th and May 1st through October 31st, as determined by a review of the preceding twelve calendar months. The amount of the relief shall be the amount by which the user's sewer rate for the period of May 1st through October 31st exceeds the user's sewer rate for the period November 1st through April 30th. If the City Manager is satisfied that the requested adjustment is in order, a cash refund shall be made. Any commercial user may appeal the decision of the City Manager to the City Council, and the Council shall make a final determination of the matter at a regularly scheduled Council meeting. Any application for relief must be made within six (6) months following the year for which the application is made.

SECTION 7. GARBAGE AND RUBBISH COLLECTION FEES: That the following garbage and rubbish collection fees are, and the same are hereby established:

A. Single Family Residential: The collection rate for each single-family residential dwelling shall be \$17.26 per month, unless qualified for the “one-can” rate, which shall be \$9.27 per month. Effective October 1, 2005 the “one-can” rate will not be offered to any additional customer; however, the 71 customers currently qualified and using this rate may continue at this rate so long as they remain qualified. Additionally, pending the outcome of current “pilot program” testing for smaller cart-size options, these smaller carts may be made available to the citizens city-wide, with pricing to be determined based on option of cart size and the number of electing participants.

B. Multi-Dwellings: The collection rate for multi-dwellings (IE: duplexes, triplexes, four-plexus, etc.) shall be \$17.26 per month for each residential unit in said multi-dwelling.

SECTION 8. RENTER DEPOSIT: That the City shall charge a \$75.00 renter deposit to renters wishing to establish water, sewer and/or sanitation accounts in their own names rather than their landlord's name. This \$75.00 deposit may be refunded or applied to the balance of the account at the time the account is closed or one year from the date of payment of said deposit if the account is, in the opinion of the Finance Director, in good standing. The Finance

Director is hereby authorized to set standards by which the status of an account is evaluated for the purpose of determining if a refund is appropriate.

Deposits may be refunded or applied upon request under the above conditions and only if the renter has remained at the same address for the aforementioned one year period.

SECTION 9. DELINQUENT ACCOUNTS: The unpaid balance on utility and sanitation accounts shall be considered delinquent 30 days after the date identified on the billing. Interest shall be charged on the unpaid balance commencing with the first day of delinquency at the rate of 12% per annum (1% per month) subject to a minimum charge of 50¢. After 30 days of delinquency, accounts shall be notified by mail that service will be discontinued unless full payment is made within a period of seven calendar days from date of mailing. The City Manager or his designated representative may enter into a payment agreement with a customer, if the customer can establish an unusual financial hardship, which has resulted in the delinquency. Interest charges shall be applied to the delinquent balance during the term of the agreement. Any breach of the payment agreement shall be grounds for termination of service without any further notification. Service fees, as established in Section 3 of this resolution, shall be applied to all accounts when service is discontinued for lack of payment.

SECTION 10. RETURNED CHECK FEES: The service fee for returned checks, non-sufficient funds debit cards, non-sufficient funds automatic withdrawals, etc., shall be the maximum prescribed by law at \$20.00 per occurrence.

SECTION 11. EFFECTIVE DATE: This resolution shall be effective October 1, 2017. Industrial and municipal wastewater user charges that are established by separate agreements shall remain as specified in said agreements.

SECTION 12. REPEAL OF PRIOR RESOLUTIONS: All prior resolutions establishing utility rates or portions thereof, inconsistent with the provisions of this resolution are hereby repealed.

PASSED BY THE CITY COUNCIL,
SIGNED BY THE MAYOR,

September 25, 2017
September 25, 2017

Mayor Shawn Barigar

ATTEST:

Deputy City Clerk



Date: Monday, September 25, 2017
To: Honorable Mayor and City Council
From: Kathy Markus, Information Services

Request:

Update on GIS

Time Estimate:

20 Minutes

Background:

Geographic data is used in many of the departments throughout the City. This presentation will introduce the members that make GIS happen, describe some of the processes, and give a general overview of the system.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

None



Date: Monday, September 25, 2017
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

Request:

Request to make capital allocations in FY 2017 with realized savings in the General Fund.

Time Estimate:

The presentation will take approximately 15 minutes. Following the presentation, additional time may be needed for discussion and to answer questions.

Background:

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

Current Status of the General Fund:

The City is conservatively anticipating that it will have a total of \$550,000 in revenues over expenses in the General Fund at the conclusion of the 2017 fiscal year. Unless allocated for a specific purpose, and per our financial policies, the City would transfer all surplus and unexpended funds at the conclusion of the fiscal year into Capital Fund reserves.

The City Manager and the members of the City's Executive Management Team are recommending the City allocated funds in the amount of \$256,315 to support additional capital acquisitions. This amount is less than one-half of the anticipated savings. The items recommended include the following:

- Performance Measurement Professional Services - \$50,000
- Two fully equipped police patrol vehicles - \$67,000
- Additional body worn camera equipment - \$7,500
- Dispatch equipment and radio licenses - \$38,815
- Dispatch acoustic wall covering - \$3,000
- The Preserve trail head parking treatment - \$40,000
- Rock Creek Trail extension - \$50,000

Approval Process:

A simple majority vote of the Council is required to approve this request.

Budget Impact:

The budget impact of this request is discussed above.

Regulatory Impact:

There is no regulatory impact associated with this request. The City is already authorized by law to expend budgeted revenues.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request to proceed with the capital allocations as presented.

Attachments:

None



Date: Monday, September 25, 2017
To: Honorable Mayor and City Council
From: Jackie Fields, City Engineer

Request:

Request to modify the speed zone on Orchard Dr. between Washington St. S. and Blue Lakes Blvd. S.

Time Estimate:

20 minutes

Background:

City Council requested that staff review the speed zone on Orchard Dr. with the intent to reduce the speed. The roadway is currently split jurisdiction with the Twin Falls Highway District. The road is currently posted at 50 mph. 85% of the drivers progress through this section at 50 mph or less. Interestingly, eastbound traffic has an 85% of 45 mph., perhaps because the section is narrower here and because there is a small hill between Harrison St. S and Washington St. S.

State Code (49-654) sets maximum limits on posted speeds in different districts and on different types of roadways. Highway Districts roads are generally posted at 50 mph and City streets are posted at a maximum of 35 mph because it meets the definition of a residential district in Code 49-105.

Staff will meet with the Twin Falls Highway District on September 20 to discuss the proposal to uniformly reduce the speed limit to 35 mph on Orchard between Washington St. S and Blue Lakes South.

Approval Process:

A majority vote will authorize postings of the speed limit.

Budget Impact:

Signs are within the streets budget.

Regulatory Impact:

City Council approves speed limits within the corporate boundary.

History:

N/A

Analysis:

N/A

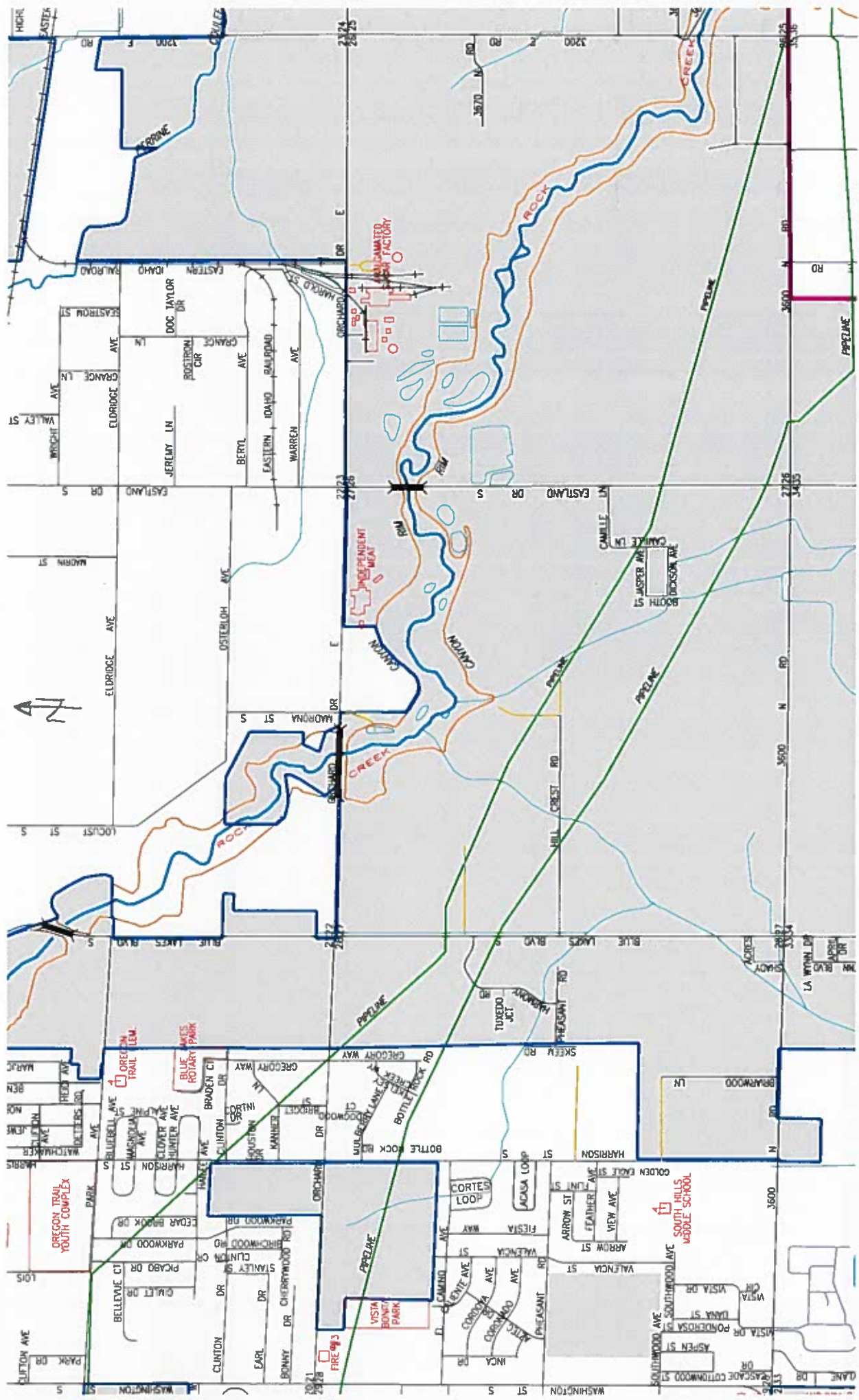
Conclusion:

Staff recommends posting the road at 35 mph within the City limits.

Attachments:

1. Orchard exhibit

2. Orchard speeds



Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/22/2017
Tuesday

Daily Speed

mph	Westbound																
	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200	Avg.		
12:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
1:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
3:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
4:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
5:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
6:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
7:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
8:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
9:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
10:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
11:00 AM	133	1	0	1	3	24	30	24	34	12	3	1	0	0	41.6		
12:00 PM	153	0	0	1	6	21	24	29	53	15	4	0	0	0	42.9		
1:00 PM	152	1	1	1	5	20	30	31	39	20	3	1	0	0	42.3		
2:00 PM	158	0	0	2	4	17	36	37	42	16	3	0	1	0	42.3		
3:00 PM	168	2	1	3	7	23	38	33	42	12	7	0	0	0	41.0		
4:00 PM	212	1	0	1	14	36	45	49	49	10	5	0	1	1	40.6		
5:00 PM	221	0	0	1	16	26	40	50	66	21	1	0	0	0	41.7		
6:00 PM	180	0	0	0	3	29	43	45	39	17	4	0	0	0	41.8		
7:00 PM	123	1	0	2	2	18	20	19	44	14	3	0	0	0	42.8		
8:00 PM	108	0	0	0	2	15	22	28	30	8	3	0	0	0	42.3		
9:00 PM	57	0	0	0	4	6	12	20	7	7	0	1	0	0	41.3		
10:00 PM	34	0	0	0	2	6	9	3	8	3	3	0	0	0	42.0		
11:00 PM	24	0	0	0	2	3	8	3	6	2	0	0	0	0	40.2		
Total	1723	6	2	12	70	244	357	371	459	157	39	3	2	1	41.8		
%		0.3	0.1	0.7	4.1	14.2	20.7	21.5	26.6	9.1	2.3	0.2	0.1	0.1			
Average (Mean)		41.8 mph		Minimum		10.6 mph		Maximum		72.7 mph		Pace Range		39.7 - 49.7 mph		871 vehicles (50.6 %)	
Percentile Speeds				10%		15%		50%		85%		90%					
(mph)				32.4		33.9		42.6		49.7		50.5					
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph					
		98.8 % (1703)		80.6 % (1389)		38.4 % (661)		2.6 % (45)		0.2 % (3)		0 % (0)					

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/23/2017
Wednesday

Daily Speed

Westbound																
mph	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200	Avg.	
12:00 AM	10	0	0	0	0	1	3	4	1	1	0	0	0	0	41.5	
1:00 AM	8	0	0	0	0	0	0	4	0	2	1	1	0	0	48.9	
2:00 AM	5	0	0	0	0	1	2	1	1	0	0	0	0	0	38.7	
3:00 AM	16	0	0	0	1	2	3	5	3	1	1	0	0	0	41.7	
4:00 AM	35	0	0	0	0	4	6	6	10	7	2	0	0	0	44.8	
5:00 AM	204	0	0	0	5	22	40	45	60	25	6	0	0	1	43.4	
6:00 AM	189	1	0	0	6	23	41	49	54	14	1	0	0	0	41.8	
7:00 AM	308	1	0	4	8	35	84	82	77	15	0	1	0	1	41.3	
8:00 AM	255	0	1	2	10	40	72	60	53	13	3	1	0	0	40.5	
9:00 AM	146	0	0	0	8	16	31	29	42	13	7	0	0	0	42.4	
10:00 AM	108	0	0	0	11	11	28	24	28	4	1	1	0	0	40.7	
11:00 AM	148	2	1	0	4	12	31	41	44	11	2	0	0	0	42.0	
12:00 PM	153	0	0	1	15	12	29	27	40	23	4	1	0	1	42.6	
1:00 PM	179	1	1	0	16	35	26	31	46	21	2	0	0	0	40.6	
2:00 PM	166	0	0	1	15	28	23	41	42	15	1	0	0	0	41.0	
3:00 PM	181	0	0	1	5	28	41	51	41	12	2	0	0	0	41.2	
4:00 PM	216	0	0	0	12	33	40	62	49	18	2	0	0	0	41.2	
5:00 PM	203	1	1	0	3	27	53	43	53	19	1	0	0	2	42.0	
6:00 PM	152	0	0	0	0	32	32	38	36	13	1	0	0	0	41.5	
7:00 PM	101	0	0	0	5	18	20	26	19	10	3	0	0	0	41.2	
8:00 PM	110	0	0	0	8	16	34	26	17	8	1	0	0	0	40.2	
9:00 PM	74	0	0	0	10	9	18	16	12	6	3	0	0	0	40.1	
10:00 PM	28	0	0	0	1	4	5	8	7	3	0	0	0	0	41.3	
11:00 PM	25	0	0	0	2	3	2	9	7	1	1	0	0	0	42.7	
Total	3020	6	4	9	145	412	664	728	742	255	45	5	0	5	41.5	
%		0.2	0.1	0.3	4.8	13.6	22.0	24.1	24.6	8.4	1.5	0.2	0.0	0.2		
Average (Mean)		41.5 mph		Minimum		10.0 mph		Maximum		85.2 mph		Pace Range		38.2 - 48.2 mph		1571 vehicles (52.0 %)
Percentile Speeds			10%		15%		50%		85%		90%					
(mph)			32.4		33.9		42.0		48.9		50.5					
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph				
		99.4 % (3001)		80.9 % (2444)		34.8 % (1052)		1.8 % (55)		0.2 % (5)		0.1 % (4)				

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/24/2017
Thursday

Daily Speed

		Westbound																
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -				
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.			
12:00 AM	7	0	0	0	0	0	0	4	3	0	0	0	0	0	44.4			
1:00 AM	4	0	0	0	0	0	0	1	2	1	0	0	0	0	48.0			
2:00 AM	9	0	0	0	0	1	1	3	3	1	0	0	0	0	44.2			
3:00 AM	13	0	0	0	1	1	0	3	5	3	0	0	0	0	44.9			
4:00 AM	40	0	0	0	1	4	8	7	13	6	0	1	0	0	43.7			
5:00 AM	185	0	0	1	2	15	36	51	54	21	5	0	0	0	43.5			
6:00 AM	200	0	1	0	3	20	39	50	52	32	3	0	0	0	43.1			
7:00 AM	342	0	0	1	1	34	91	83	85	43	4	0	0	0	42.6			
8:00 AM	247	1	2	1	8	43	60	64	48	19	0	0	1	0	40.5			
9:00 AM	134	0	0	0	2	12	30	26	39	19	4	1	1	0	43.9			
10:00 AM	161	0	1	0	4	14	42	38	40	17	5	0	0	0	42.5			
11:00 AM	153	1	0	2	16	24	21	37	37	13	2	0	0	0	40.5			
12:00 PM	194	0	3	2	30	20	29	36	46	22	4	2	0	0	40.6			
1:00 PM	178	1	0	0	11	28	46	36	38	11	6	1	0	0	40.9			
2:00 PM	162	1	0	3	17	23	26	29	42	16	5	0	0	0	40.7			
3:00 PM	157	3	1	3	16	17	24	38	36	15	4	0	0	0	40.4			
4:00 PM	194	2	3	5	15	26	43	39	45	11	4	0	1	0	39.8			
5:00 PM	205	1	1	1	21	25	43	38	42	28	4	1	0	0	41.2			
6:00 PM	185	0	2	0	7	29	42	30	50	23	2	0	0	0	41.8			
7:00 PM	108	0	0	0	4	16	25	13	32	15	3	0	0	0	42.6			
8:00 PM	100	0	0	0	2	14	18	23	26	12	4	1	0	0	43.1			
9:00 PM	70	0	0	0	3	12	18	21	15	1	0	0	0	0	40.0			
10:00 PM	28	0	0	0	0	2	8	5	11	2	0	0	0	0	43.2			
11:00 PM	24	0	0	0	0	1	8	6	7	1	1	0	0	0	42.6			
Total	3100	10	14	19	164	381	658	681	771	332	60	7	3	0	41.7			
%		0.3	0.5	0.6	5.3	12.3	21.2	22.0	24.9	10.7	1.9	0.2	0.1	0.0				
Average (Mean)		41.7 mph			Minimum		10.4 mph		Maximum		69.3 mph		Pace Range		39.7 - 49.7 mph		1515 vehicles (48.9 %)	
Percentile Speeds			10%		15%		50%		85%		90%							
(mph)			32.1		33.9		42.6		49.7		51.4							
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph						
		98.6 % (3057)		81.0 % (2512)		37.8 % (1173)		2.3 % (70)		0.1 % (3)		0 % (0)						

Location : On Orchard Dr. east of Harrison St.
 Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
 Counter # : #6

Site: ORCHARD DR.
 8/25/2017
 Friday

Daily Speed

Westbound																	
mph	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200	Avg.		
12:00 AM	12	0	0	0	0	2	2	2	3	2	1	0	0	0	44.2		
1:00 AM	10	0	0	0	0	1	1	1	6	1	0	0	0	0	45.2		
2:00 AM	10	0	0	0	0	2	2	4	2	0	0	0	0	0	40.6		
3:00 AM	15	0	0	0	1	1	3	4	4	2	0	0	0	0	42.1		
4:00 AM	31	0	0	0	0	4	10	4	9	4	0	0	0	0	42.4		
5:00 AM	183	0	0	1	1	16	26	44	67	23	5	0	0	0	44.2		
6:00 AM	190	0	0	0	2	33	48	45	45	15	2	0	0	0	41.5		
7:00 AM	288	0	0	1	2	38	58	73	76	35	4	0	1	0	42.9		
8:00 AM	241	1	0	2	7	37	66	53	57	18	0	0	0	0	40.8		
9:00 AM	144	0	0	0	8	16	33	26	39	17	4	1	0	0	42.4		
10:00 AM	133	0	0	0	2	17	32	37	22	15	6	1	0	1	42.6		
11:00 AM	161	1	0	0	14	16	33	31	49	12	4	1	0	0	41.9		
12:00 PM	166	1	0	3	8	18	19	35	55	22	4	0	1	0	43.0		
1:00 PM	147	0	1	0	11	17	23	26	35	28	6	0	0	0	42.9		
2:00 PM	138	3	0	1	11	12	26	29	40	11	5	0	0	0	41.2		
3:00 PM	177	1	0	0	16	26	30	41	36	22	5	0	0	0	41.2		
4:00 PM	222	0	0	1	15	33	38	55	51	22	7	0	0	0	41.6		
5:00 PM	237	3	1	1	12	34	52	52	56	21	1	0	3	1	41.0		
6:00 PM	171	1	0	0	4	23	36	32	43	24	8	0	0	0	43.0		
7:00 PM	143	0	0	0	3	18	30	38	33	16	5	0	0	0	42.6		
8:00 PM	106	0	0	0	2	17	13	23	39	10	1	1	0	0	43.1		
9:00 PM	82	0	0	0	4	17	20	15	22	3	1	0	0	0	40.4		
10:00 PM	56	0	0	2	3	10	11	21	7	2	0	0	0	0	39.1		
11:00 PM	42	0	0	0	2	10	8	11	8	3	0	0	0	0	39.9		
Total	3105	11	2	12	128	418	620	702	804	328	69	4	5	2	42.0		
%		0.4	0.1	0.4	4.1	13.5	20.0	22.6	25.9	10.6	2.2	0.1	0.2	0.1			
Average (Mean)		42.0 mph		Minimum		10.1 mph		Maximum		72.7 mph		Pace Range		39.7 - 49.7 mph		1572 vehicles (50.6 %)	
Percentile Speeds			10%		15%		50%		85%		90%						
(mph)			32.4		33.9		42.6		49.7		51.4						
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph					
		99.2 % (3080)		81.6 % (2534)		39.0 % (1212)		2.6 % (80)		0.2 % (7)		0 % (0)					

Location : On Orchard Dr. east of Harrison St.
 Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
 Counter # : #6

Site: ORCHARD DR.
 8/26/2017
 Saturday

Daily Speed

		Westbound																		
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -						
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.					
12:00 AM	22	0	0	0	3	3	3	6	5	2	0	0	0	0	40.7					
1:00 AM	11	0	0	0	0	0	1	2	7	1	0	0	0	0	46.0					
2:00 AM	11	0	0	0	1	0	0	5	4	1	0	0	0	0	43.8					
3:00 AM	15	0	0	0	0	3	0	7	3	1	1	0	0	0	42.9					
4:00 AM	15	0	0	0	0	3	4	0	5	2	1	0	0	0	43.0					
5:00 AM	71	0	0	0	3	10	12	11	17	10	2	5	1	0	44.3					
6:00 AM	71	0	0	0	1	12	15	15	15	9	1	2	0	1	42.9					
7:00 AM	99	0	0	0	2	11	25	24	20	12	5	0	0	0	42.7					
8:00 AM	119	0	0	0	3	17	28	22	35	13	1	0	0	0	42.3					
9:00 AM	169	0	0	0	2	23	40	38	44	19	3	0	0	0	42.4					
10:00 AM	171	0	0	1	4	15	43	39	42	22	4	0	1	0	42.6					
11:00 AM	165	0	1	1	9	19	40	33	41	17	3	1	0	0	41.7					
12:00 PM	144	0	0	2	19	22	22	20	31	21	7	0	0	0	41.0					
1:00 PM	133	1	0	1	14	15	32	19	36	11	3	0	1	0	40.8					
2:00 PM	139	0	3	2	9	21	27	12	41	15	9	0	0	0	41.5					
3:00 PM	143	0	2	2	12	25	17	20	43	19	3	0	0	0	41.6					
4:00 PM	153	0	0	4	15	24	23	27	38	21	0	1	0	0	40.8					
5:00 PM	178	0	0	0	16	23	33	46	41	9	9	1	0	0	41.4					
6:00 PM	154	0	0	2	4	20	28	24	47	19	7	1	1	1	43.5					
7:00 PM	97	0	0	0	3	22	20	16	17	16	3	0	0	0	41.7					
8:00 PM	94	0	0	0	1	21	19	21	23	7	1	1	0	0	41.2					
9:00 PM	64	0	0	0	0	10	16	14	15	8	1	0	0	0	42.4					
10:00 PM	50	0	0	0	5	8	8	11	13	5	0	0	0	0	40.9					
11:00 PM	98	0	0	0	1	16	17	23	37	4	0	0	0	0	41.9					
Total	2386	1	6	15	127	343	473	455	620	264	64	12	4	2	42.0					
%		0.0	0.3	0.6	5.3	14.4	19.8	19.1	26.0	11.1	2.7	0.5	0.2	0.1						
Average (Mean)		42.0 mph			Minimum		11.2 mph			Maximum		72.7 mph			Pace Range		39.7 - 49.7 mph		1132 vehicles (47.4 %)	
Percentile Speeds			10%		15%		50%		85%		90%									
(mph)			31.7		33.5		42.6		49.7		51.4									
Speeds Exceeded			25 mph		35 mph		45 mph		55 mph		65 mph		75 mph							
			99.1 % (2364)		79.4 % (1894)		40.5 % (966)		3.4 % (82)		0.3 % (6)		0 % (0)							

Location : On Orchard Dr. east of Harrison St.
 Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
 Counter # : #6

Site: ORCHARD DR.
 8/27/2017
 Sunday

Daily Speed

		Westbound														
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -		
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.	
12:00 AM	24	0	0	0	0	2	6	9	6	1	0	0	0	0	42.6	
1:00 AM	19	0	0	0	0	0	3	8	6	1	1	0	0	0	44.1	
2:00 AM	10	0	0	0	0	0	2	3	4	0	1	0	0	0	44.5	
3:00 AM	12	0	0	0	1	0	4	1	3	3	0	0	0	0	43.0	
4:00 AM	17	0	0	0	1	2	2	5	4	2	1	0	0	0	43.2	
5:00 AM	54	0	0	0	1	8	10	10	16	6	2	1	0	0	43.0	
6:00 AM	27	0	0	0	1	6	4	8	3	4	1	0	0	0	41.2	
7:00 AM	34	0	0	0	0	8	10	4	12	0	0	0	0	0	40.2	
8:00 AM	73	0	0	0	1	11	12	11	19	17	2	0	0	0	43.9	
9:00 AM	91	0	1	0	2	11	28	21	23	4	1	0	0	0	41.1	
10:00 AM	120	0	0	0	12	12	27	28	28	12	1	0	0	0	41.3	
11:00 AM	108	0	0	0	4	13	14	26	33	16	2	0	0	0	43.3	
12:00 PM	135	0	0	0	16	26	27	24	27	8	5	2	0	0	40.2	
1:00 PM	137	1	0	0	18	16	23	23	36	15	3	1	0	1	41.4	
2:00 PM	133	0	1	0	9	19	18	19	37	23	7	0	0	0	43.0	
3:00 PM	122	0	0	0	11	19	21	20	29	15	5	0	1	1	42.1	
4:00 PM	124	0	0	0	13	23	21	14	29	22	2	0	0	0	41.1	
5:00 PM	157	0	0	1	16	15	24	26	47	20	5	2	1	0	42.7	
6:00 PM	119	0	0	0	4	18	21	25	27	18	6	0	0	0	42.8	
7:00 PM	84	0	0	0	2	11	9	15	27	15	4	1	0	0	44.5	
8:00 PM	99	0	0	0	4	17	24	22	25	6	0	0	0	1	41.2	
9:00 PM	69	0	0	0	3	11	15	17	16	3	4	0	0	0	41.7	
10:00 PM	35	0	0	1	0	7	7	4	9	4	3	0	0	0	42.5	
11:00 PM	19	0	0	1	1	1	2	3	7	2	2	0	0	0	44.2	
Total	1822	1	2	3	120	256	334	346	473	217	58	7	2	3	42.2	
%		0.1	0.1	0.2	6.6	14.1	18.3	19.0	26.0	11.9	3.2	0.4	0.1	0.2		
Average (Mean)		42.2 mph			Minimum 13.7 mph		Maximum 72.7 mph		Pace Range 41.4 - 51.4 mph			853 vehicles (46.8 %)				
Percentile Speeds			<u>10%</u>	<u>15%</u>	<u>50%</u>	<u>85%</u>	<u>90%</u>									
(mph)			31.1	32.8	42.6	50.5	51.4									
Speeds Exceeded			<u>25 mph</u>	<u>35 mph</u>	<u>45 mph</u>	<u>55 mph</u>	<u>65 mph</u>	<u>75 mph</u>								
			99.7 % (1816)	79.0 % (1440)	41.7 % (760)	3.8 % (70)	0.3 % (5)	0 % (0)								

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/28/2017
Monday

Daily Speed

		Westbound															
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -			
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.		
12:00 AM	11	0	0	0	0	0	2	2	5	2	0	0	0	0	44.9		
1:00 AM	6	0	0	0	0	0	1	2	3	0	0	0	0	0	43.1		
2:00 AM	7	0	0	0	0	0	1	3	3	0	0	0	0	0	43.8		
3:00 AM	16	0	0	1	0	0	3	3	6	0	2	0	1	0	46.1		
4:00 AM	28	0	0	0	2	3	9	2	7	3	2	0	0	0	41.5		
5:00 AM	176	0	0	0	1	17	24	39	62	28	5	0	0	0	44.5		
6:00 AM	195	0	0	0	1	21	29	61	59	22	2	0	0	0	43.4		
7:00 AM	356	3	0	1	7	34	98	87	96	25	3	1	0	1	41.9		
8:00 AM	232	1	0	1	5	39	67	41	59	17	2	0	0	0	40.8		
9:00 AM	110	0	0	1	1	11	19	20	38	16	3	1	0	0	44.1		
10:00 AM	127	0	0	1	3	13	26	31	36	15	1	1	0	0	42.9		
11:00 AM	142	1	0	0	6	16	22	30	42	21	4	0	0	0	43.2		
12:00 PM	152	2	0	2	17	18	27	31	35	18	2	0	0	0	40.5		
1:00 PM	151	0	0	0	15	22	20	30	34	25	4	0	1	0	42.4		
2:00 PM	169	1	0	1	9	30	31	32	36	21	8	0	0	0	41.6		
3:00 PM	144	0	0	0	6	14	31	23	45	16	7	1	1	0	43.2		
4:00 PM	216	0	1	1	3	35	42	62	49	17	2	3	0	1	41.9		
5:00 PM	213	1	3	2	7	26	42	38	68	22	3	1	0	0	42.1		
6:00 PM	150	0	0	2	2	13	53	19	26	32	3	0	0	0	42.4		
7:00 PM	126	0	0	1	6	17	23	26	37	14	2	0	0	0	42.1		
8:00 PM	104	0	0	0	7	20	40	15	17	4	1	0	0	0	39.1		
9:00 PM	69	0	0	0	6	14	15	12	17	5	0	0	0	0	39.8		
10:00 PM	34	0	0	1	2	4	5	13	6	2	1	0	0	0	41.3		
11:00 PM	14	0	0	0	0	4	1	1	7	0	1	0	0	0	43.0		
Total	2948	9	4	15	106	371	631	623	793	325	58	8	3	2	42.2		
%		0.3	0.1	0.5	3.6	12.6	21.4	21.1	26.9	11.0	2.0	0.3	0.1	0.1			
Average (Mean)		42.2 mph		Minimum 11.1 mph		Maximum 82.8 mph		Pace Range 39.7 - 49.7 mph								1490 vehicles (50.5 %)	
Percentile Speeds			<u>10%</u>	<u>15%</u>	<u>50%</u>	<u>85%</u>	<u>90%</u>										
(mph)			32.8	34.3	42.6	49.7	50.5										
Speeds Exceeded			<u>25 mph</u>	<u>35 mph</u>	<u>45 mph</u>	<u>55 mph</u>	<u>65 mph</u>	<u>75 mph</u>									
			99.1 % (2920)	82.9 % (2443)	40.3 % (1189)	2.4 % (71)	0.2 % (5)	0.1 % (2)									

Location : On Orchard Dr. east of Harrison St.
 Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
 Counter # : #6

Site: ORCHARD DR.
 8/29/2017
 Tuesday

Daily Speed

Westbound															
mph	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200	Avg.
12:00 AM	6	0	0	0	0	1	1	3	1	0	0	0	0	0	40.9
1:00 AM	5	0	0	0	0	0	0	2	2	1	0	0	0	0	47.1
2:00 AM	6	0	0	0	1	3	2	0	0	0	0	0	0	0	34.3
3:00 AM	14	0	0	0	2	1	2	6	1	2	0	0	0	0	40.8
4:00 AM	37	0	0	0	0	4	10	7	13	2	0	0	1	0	43.1
5:00 AM	174	0	0	0	6	16	18	43	66	21	1	2	1	0	43.9
6:00 AM	208	2	1	0	5	30	39	60	53	17	1	0	0	0	41.6
Total	450	2	1	0	14	55	72	121	136	43	2	2	2	0	42.5
%		0.4	0.2	0.0	3.1	12.2	16.0	26.9	30.2	9.6	0.4	0.4	0.4	0.0	
Average (Mean)		42.5 mph		Minimum		13.1 mph		Maximum		67.7 mph		Pace Range		39.7 - 49.7 mph 267 vehicles (59.3 %)	
Percentile Speeds			10%		15%		50%		85%		90%				
(mph)			33.1		34.7		43.2		48.9		50.5				
Speeds Exceeded			25 mph		35 mph		45 mph		55 mph		65 mph		75 mph		
			99.3 % (447)		84.0 % (378)		41.1 % (185)		1.3 % (6)		0.4 % (2)		0 % (0)		

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/22/2017
Tuesday

Daily Speed

mph	Eastbound																
	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200	Avg.		
12:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
1:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
3:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
4:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
5:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
6:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
7:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
8:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
9:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
10:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
11:00 AM	62	1	0	0	0	7	21	16	13	1	2	0	0	1	41.9		
12:00 PM	165	1	1	0	1	13	37	64	37	10	1	0	0	0	41.9		
1:00 PM	180	2	0	1	3	12	38	69	43	9	3	0	0	0	42.0		
2:00 PM	219	0	0	2	3	16	43	90	53	9	3	0	0	0	42.2		
3:00 PM	317	2	3	1	8	46	102	95	53	5	2	0	0	0	39.4		
4:00 PM	336	0	1	2	4	30	114	124	53	8	0	0	0	0	40.5		
5:00 PM	355	2	3	7	3	27	116	124	66	5	2	0	0	0	40.3		
6:00 PM	297	0	0	1	5	28	121	102	33	6	1	0	0	0	40.1		
7:00 PM	174	0	0	4	4	26	48	43	44	5	0	0	0	0	40.4		
8:00 PM	127	0	0	1	3	18	47	31	26	1	0	0	0	0	39.9		
9:00 PM	97	0	0	0	3	10	31	33	18	2	0	0	0	0	40.3		
10:00 PM	46	0	0	0	1	8	16	9	8	3	1	0	0	0	40.5		
11:00 PM	31	0	0	0	2	5	12	6	6	0	0	0	0	0	38.8		
Total	2406	8	8	19	40	246	746	806	453	64	15	0	0	1	40.6		
%		0.3	0.3	0.8	1.7	10.2	31.0	33.5	18.8	2.7	0.6	0.0	0.0	0.0			
Average (Mean)		40.6 mph		Minimum		10.3 mph		Maximum		85.2 mph		Pace Range		35.9 - 45.9 mph		1641 vehicles (68.2 %)	
Percentile Speeds				10%		15%		50%		85%		90%					
(mph)				33.9		35.5		40.8		46.6		47.3					
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph					
		98.5 % (2371)		86.7 % (2085)		22.2 % (533)		0.7 % (16)		0.0 % (1)		0.0 % (1)					

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/23/2017
Wednesday

Daily Speed

		Eastbound																
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -				
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.			
12:00 AM	14	0	0	0	0	1	1	7	4	1	0	0	0	0	43.2			
1:00 AM	10	0	0	0	0	0	2	3	3	2	0	0	0	0	44.6			
2:00 AM	4	0	0	0	0	0	3	1	0	0	0	0	0	0	38.8			
3:00 AM	3	0	0	0	0	0	0	0	3	0	0	0	0	0	46.8			
4:00 AM	16	0	0	0	0	2	5	5	3	1	0	0	0	0	41.3			
5:00 AM	37	0	0	1	2	4	10	10	9	1	0	0	0	0	40.3			
6:00 AM	83	0	0	0	4	8	25	23	20	3	0	0	0	0	41.0			
7:00 AM	144	0	2	1	3	17	57	39	21	2	0	0	1	1	39.9			
8:00 AM	177	2	1	0	7	34	56	49	23	4	0	0	0	1	38.9			
9:00 AM	121	1	0	1	2	8	39	39	26	2	3	0	0	0	41.1			
10:00 AM	137	0	1	2	1	11	49	44	21	7	1	0	0	0	40.8			
11:00 AM	161	0	2	0	2	16	48	52	28	12	1	0	0	0	41.3			
12:00 PM	161	0	0	0	2	9	39	57	38	15	1	0	0	0	42.6			
1:00 PM	181	1	1	1	0	3	50	57	49	13	6	0	0	0	42.9			
2:00 PM	168	1	3	0	1	19	42	49	39	12	2	0	0	0	41.4			
3:00 PM	357	1	1	3	19	69	136	85	31	9	1	1	0	1	38.3			
4:00 PM	303	0	0	4	12	33	91	113	40	10	0	0	0	0	40.1			
5:00 PM	390	2	2	2	2	19	137	148	67	8	2	0	1	0	40.9			
6:00 PM	273	0	0	1	2	33	74	95	57	9	2	0	0	0	41.1			
7:00 PM	150	0	0	0	7	19	56	38	23	7	0	0	0	0	39.8			
8:00 PM	120	1	0	2	5	19	40	28	20	4	1	0	0	0	39.1			
9:00 PM	99	0	0	0	0	15	35	26	19	4	0	0	0	0	40.3			
10:00 PM	45	0	0	1	3	6	13	7	9	6	0	0	0	0	40.8			
11:00 PM	28	0	0	0	0	4	6	10	5	3	0	0	0	0	41.6			
Total	3182	9	13	19	74	349	1014	985	558	135	20	1	2	3	40.5			
%		0.3	0.4	0.6	2.3	11.0	31.9	31.0	17.5	4.2	0.6	0.0	0.1	0.1				
Average (Mean)		40.5 mph			Minimum		11.1 mph		Maximum		85.2 mph		Pace Range			35.9 - 45.9 mph	2076 vehicles (65.2 %)	
Percentile Speeds			10%		15%		50%		85%		90%							
(mph)			33.5		35.1		40.3		46.6		48.1							
Speeds Exceeded			25 mph		35 mph		45 mph		55 mph		65 mph		75 mph					
			98.7 % (3141)		85.4 % (2718)		22.6 % (719)		0.8 % (26)		0.2 % (5)		0.1 % (2)					

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/24/2017
Thursday

Daily Speed

		Eastbound														
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -		
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.	
12:00 AM	11	0	0	0	1	1	2	4	3	0	0	0	0	0	40.9	
1:00 AM	9	0	0	0	0	0	3	4	2	0	0	0	0	0	42.0	
2:00 AM	11	0	0	0	1	0	3	0	4	3	0	0	0	0	43.9	
3:00 AM	8	0	0	1	0	1	1	2	2	1	0	0	0	0	40.5	
4:00 AM	13	0	0	0	1	0	6	1	3	2	0	0	0	0	41.4	
5:00 AM	37	0	0	0	2	1	7	10	13	4	0	0	0	0	43.2	
6:00 AM	91	1	0	1	1	12	26	23	21	5	0	0	1	0	41.3	
7:00 AM	143	0	0	1	1	15	36	47	37	3	2	1	0	0	41.6	
8:00 AM	190	1	0	1	6	23	68	62	22	6	1	0	0	0	39.7	
9:00 AM	113	0	0	2	2	12	34	26	29	6	2	0	0	0	41.1	
10:00 AM	116	0	0	1	1	6	46	35	19	6	1	0	0	1	41.5	
11:00 AM	200	0	0	1	2	35	47	77	35	2	0	1	0	0	40.3	
12:00 PM	178	1	2	2	1	12	54	58	40	6	0	2	0	0	41.2	
1:00 PM	176	2	0	2	3	13	54	63	27	10	1	1	0	0	40.9	
2:00 PM	157	0	0	0	5	12	42	55	33	10	0	0	0	0	41.7	
3:00 PM	281	2	1	1	5	35	78	104	46	8	1	0	0	0	40.3	
4:00 PM	293	2	0	2	6	43	81	98	51	8	2	0	0	0	40.2	
5:00 PM	353	1	1	1	4	43	117	113	57	15	1	0	0	0	40.5	
6:00 PM	260	4	7	4	4	21	70	89	49	11	0	1	0	0	40.2	
7:00 PM	169	0	0	1	6	16	39	51	46	5	5	0	0	0	41.8	
8:00 PM	151	0	1	0	3	26	53	47	19	2	0	0	0	0	39.3	
9:00 PM	83	0	0	0	3	9	32	22	12	4	0	0	0	1	40.5	
10:00 PM	54	0	0	0	2	9	18	9	11	4	1	0	0	0	40.5	
11:00 PM	33	0	0	0	1	6	8	9	5	3	1	0	0	0	40.5	
Total	3130	14	12	21	61	351	925	1009	586	124	18	6	1	2	40.7	
%		0.4	0.4	0.7	1.9	11.2	29.6	32.2	18.7	4.0	0.6	0.2	0.0	0.1		

Average (Mean) 40.7 mph **Minimum** 10.2 mph **Maximum** 80.6 mph **Pace Range** 35.9 - 45.9 mph 2055 vehicles (65.7 %)

Percentile Speeds
(mph) 10% 15% 50% 85% 90%
33.5 35.1 40.8 46.6 48.1

Speeds Exceeded
25 mph 35 mph 45 mph 55 mph 65 mph 75 mph
98.5 % (3083) 85.3 % (2671) 23.5 % (737) 0.9 % (27) 0.1 % (3) 0.0 % (1)

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/25/2017
Friday

Daily Speed

mph	Eastbound														Avg.
	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200	
12:00 AM	17	0	0	0	0	1	1	10	4	0	1	0	0	0	42.9
1:00 AM	14	0	0	0	1	1	1	7	2	1	0	0	0	1	45.0
2:00 AM	8	0	0	0	0	1	3	2	2	0	0	0	0	0	41.4
3:00 AM	10	0	0	0	0	0	0	3	4	2	1	0	0	0	47.9
4:00 AM	8	0	0	0	0	1	0	5	2	0	0	0	0	0	42.6
5:00 AM	43	0	0	1	0	5	10	15	4	7	1	0	0	0	42.1
6:00 AM	93	1	0	0	2	12	22	34	18	4	0	0	0	0	40.3
7:00 AM	144	1	0	0	0	9	37	66	25	6	0	0	0	0	41.7
8:00 AM	152	1	0	1	2	26	51	42	23	6	0	0	0	0	39.6
9:00 AM	140	0	1	1	0	12	40	48	31	6	1	0	0	0	41.5
10:00 AM	140	0	0	1	0	8	32	52	34	10	3	0	0	0	42.9
11:00 AM	160	0	0	0	4	14	27	63	41	11	0	0	0	0	42.3
12:00 PM	186	0	0	1	7	20	46	75	30	6	1	0	0	0	40.7
1:00 PM	185	0	2	0	0	13	50	58	48	11	3	0	0	0	42.3
2:00 PM	211	0	0	4	2	20	56	80	42	6	1	0	0	0	41.0
3:00 PM	321	3	0	0	5	31	124	99	56	3	0	0	0	0	39.9
4:00 PM	276	1	1	2	8	30	76	97	51	9	0	0	0	1	40.6
5:00 PM	325	2	2	6	3	21	93	128	50	17	3	0	0	0	40.9
6:00 PM	249	0	1	2	2	23	60	91	55	14	1	0	0	0	41.7
7:00 PM	189	0	0	0	1	16	53	63	45	10	1	0	0	0	41.9
8:00 PM	134	0	0	1	4	30	46	30	15	6	2	0	0	0	39.1
9:00 PM	126	0	0	0	7	22	46	35	15	0	1	0	0	0	38.8
10:00 PM	100	0	0	0	1	17	38	23	15	4	1	1	0	0	40.2
11:00 PM	54	2	0	0	7	9	9	17	8	2	0	0	0	0	38.2
Total	3285	11	7	20	56	342	921	1143	620	141	21	1	0	2	40.9
%		0.3	0.2	0.6	1.7	10.4	28.0	34.8	18.9	4.3	0.6	0.0	0.0	0.1	

Average (Mean) 40.9 mph **Minimum** 10.2 mph **Maximum** 80.6 mph **Pace Range** 35.9 - 45.9 mph 2174 vehicles (66.2 %)

Percentile Speeds
(mph) 10% 15% 50% 85% 90%
33.9 35.5 41.4 46.6 48.1

Speeds Exceeded
25 mph 35 mph 45 mph 55 mph 65 mph 75 mph
98.8 % (3247) 86.7 % (2849) 23.9 % (785) 0.7 % (24) 0.1 % (2) 0.1 % (2)

Location : On Orchard Dr. east of Harrison St.
 Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
 Counter # : #6

Site: ORCHARD DR.
 8/26/2017
 Saturday

Daily Speed

		Eastbound														
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -		
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.	
12:00 AM	24	0	0	0	0	0	10	4	8	2	0	0	0	0	43.0	
1:00 AM	21	0	0	0	0	1	4	7	7	2	0	0	0	0	43.4	
2:00 AM	19	0	0	0	0	3	4	7	4	1	0	0	0	0	41.4	
3:00 AM	7	0	0	0	0	0	2	2	2	0	1	0	0	0	43.2	
4:00 AM	15	0	0	0	1	2	1	7	3	1	0	0	0	0	40.8	
5:00 AM	28	0	0	0	2	2	4	10	8	2	0	0	0	0	41.8	
6:00 AM	65	0	0	1	1	4	15	19	18	7	0	0	0	0	42.6	
7:00 AM	66	0	0	0	1	5	20	23	10	5	1	1	0	0	42.1	
8:00 AM	84	0	0	0	0	3	28	28	14	7	4	0	0	0	42.8	
9:00 AM	112	1	0	1	2	8	24	49	21	6	0	0	0	0	41.4	
10:00 AM	138	0	0	4	0	10	40	44	32	4	2	2	0	0	41.5	
11:00 AM	171	1	0	0	11	13	44	61	35	4	1	1	0	0	41.0	
12:00 PM	194	1	0	0	5	16	64	64	33	10	1	0	0	0	40.9	
1:00 PM	186	0	0	2	1	15	49	51	52	13	2	1	0	0	42.4	
2:00 PM	163	0	0	0	0	13	44	45	47	12	1	1	0	0	42.9	
3:00 PM	174	0	0	0	2	14	35	55	57	10	0	0	1	0	42.9	
4:00 PM	188	0	0	0	2	15	54	67	37	11	2	0	0	0	42.0	
5:00 PM	191	0	1	0	3	9	52	68	46	11	1	0	0	0	42.0	
6:00 PM	209	0	0	2	1	16	58	75	45	12	0	0	0	0	41.8	
7:00 PM	179	0	2	7	18	23	49	48	23	6	2	1	0	0	38.4	
8:00 PM	123	0	0	1	7	24	31	40	17	2	0	0	1	0	39.2	
9:00 PM	119	0	0	0	3	15	49	31	18	2	1	0	0	0	39.7	
10:00 PM	49	0	0	0	4	8	14	13	7	3	0	0	0	0	39.1	
11:00 PM	97	0	0	0	1	13	31	36	12	4	0	0	0	0	40.3	
Total	2622	3	3	18	65	232	726	854	556	137	19	7	2	0	41.4	
%		0.1	0.1	0.7	2.5	8.8	27.7	32.6	21.2	5.2	0.7	0.3	0.1	0.0		
Average (Mean)		41.4 mph		Minimum 10.5 mph		Maximum 67.7 mph				Pace Range 35.9 - 45.9 mph		1707 vehicles (65.1 %)				
Percentile Speeds				10%		15%		50%		85%		90%				
(mph)				34.3		35.5		41.4		47.3		48.9				
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph				
		99.1 % (2598)		87.8 % (2301)		27.5 % (721)		1.1 % (28)		0.1 % (2)		0 % (0)				

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/27/2017
Sunday

Daily Speed

		Eastbound														
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -		
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.	
12:00 AM	39	0	0	1	1	6	12	12	7	0	0	0	0	0	39.8	
1:00 AM	23	0	0	0	0	2	4	6	9	2	0	0	0	0	43.5	
2:00 AM	18	0	0	0	0	2	4	4	5	3	0	0	0	0	42.9	
3:00 AM	10	0	0	0	0	2	1	4	2	1	0	0	0	0	42.1	
4:00 AM	13	0	0	0	0	2	5	1	4	1	0	0	0	0	41.3	
5:00 AM	18	0	0	1	0	3	8	3	3	0	0	0	0	0	38.4	
6:00 AM	36	0	0	0	1	2	9	10	10	4	0	0	0	0	42.1	
7:00 AM	33	0	0	0	0	2	9	10	7	4	1	0	0	0	43.3	
8:00 AM	52	0	0	0	3	5	12	11	11	10	0	0	0	0	42.3	
9:00 AM	82	0	0	1	2	10	31	24	10	3	1	0	0	0	39.8	
10:00 AM	112	0	0	1	3	8	35	41	18	3	3	0	0	0	41.1	
11:00 AM	127	0	0	0	1	8	29	46	32	7	2	2	0	0	42.9	
12:00 PM	167	0	0	7	35	27	33	39	23	3	0	0	0	0	36.6	
1:00 PM	119	0	0	1	2	9	27	42	29	8	1	0	0	0	42.1	
2:00 PM	155	0	0	0	4	3	38	59	41	9	1	0	0	0	42.9	
3:00 PM	130	0	0	0	0	2	33	54	30	9	1	0	1	0	43.3	
4:00 PM	157	0	0	0	2	13	31	61	36	11	3	0	0	0	42.4	
5:00 PM	165	0	0	2	2	10	46	53	41	10	0	0	1	0	42.0	
6:00 PM	180	0	0	1	4	10	48	65	38	12	2	0	0	0	42.0	
7:00 PM	135	0	0	0	3	16	33	44	33	5	1	0	0	0	41.4	
8:00 PM	100	0	0	3	3	9	26	30	23	6	0	0	0	0	41.0	
9:00 PM	93	0	0	1	1	9	29	26	17	9	1	0	0	0	41.6	
10:00 PM	41	0	0	0	2	1	9	13	13	1	1	0	0	1	43.3	
11:00 PM	13	0	0	0	0	1	4	2	3	3	0	0	0	0	43.6	
Total	2018	0	0	19	69	162	516	660	445	124	18	2	2	1	41.6	
%		0.0	0.0	0.9	3.4	8.0	25.6	32.7	22.1	6.1	0.9	0.1	0.1	0.0		
Average (Mean)		41.6 mph			Minimum 20.8 mph		Maximum 72.7 mph			Pace Range 38.2 - 48.2 mph			1260 vehicles (62.4 %)			
Percentile Speeds		10%		15%		50%		85%		90%						
(mph)		33.9		35.5		41.4		48.1		48.9						
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph				
		99.1 % (1999)		87.6 % (1768)		29.3 % (592)		1.1 % (23)		0.1 % (3)		0 % (0)				

Location : On Orchard Dr. east of Harrison St.
Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
Counter # : #6

Site: ORCHARD DR.
8/28/2017
Monday

Daily Speed

		Eastbound														
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -		
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200	Avg.	
12:00 AM	15	0	0	0	0	1	5	2	5	2	0	0	0	0	42.9	
1:00 AM	9	0	0	0	1	0	3	2	2	0	0	0	0	1	43.2	
2:00 AM	8	0	0	0	0	0	1	2	3	2	0	0	0	0	46.4	
3:00 AM	4	0	0	0	0	0	0	1	0	3	0	0	0	0	50.0	
4:00 AM	12	0	0	0	0	1	3	0	4	3	1	0	0	0	45.8	
5:00 AM	35	0	0	0	0	4	10	9	8	4	0	0	0	0	42.3	
6:00 AM	95	0	0	0	1	7	29	27	24	7	0	0	0	0	41.9	
7:00 AM	157	1	0	2	2	21	46	57	19	8	1	0	0	0	40.4	
8:00 AM	197	3	2	0	3	24	70	58	31	6	0	0	0	0	39.6	
9:00 AM	114	0	0	0	2	6	34	48	18	5	0	1	0	0	41.6	
10:00 AM	93	0	0	0	3	9	27	26	20	7	1	0	0	0	41.3	
11:00 AM	126	0	0	1	0	4	39	44	24	10	3	1	0	0	42.7	
12:00 PM	190	2	1	0	2	4	43	67	56	14	1	0	0	0	42.7	
1:00 PM	150	0	0	0	0	14	28	51	42	12	3	0	0	0	43.0	
2:00 PM	199	0	4	3	6	9	46	70	46	12	3	0	0	0	41.5	
3:00 PM	285	2	1	0	8	47	109	79	31	8	0	0	0	0	39.0	
4:00 PM	312	0	1	5	4	30	115	103	45	8	0	0	0	1	40.1	
5:00 PM	364	0	0	2	6	39	136	105	65	11	0	0	0	0	40.5	
6:00 PM	260	0	0	0	1	14	95	87	56	6	0	0	0	1	41.4	
7:00 PM	167	0	0	1	2	9	47	59	39	9	1	0	0	0	41.9	
8:00 PM	137	0	0	3	1	23	53	30	24	2	0	1	0	0	39.4	
9:00 PM	95	0	0	0	5	9	29	31	17	2	2	0	0	0	40.4	
10:00 PM	59	0	0	0	3	8	16	19	11	1	1	0	0	0	40.3	
11:00 PM	27	0	0	0	0	3	10	6	4	3	1	0	0	0	41.5	
Total	3110	8	9	17	50	286	994	983	594	145	18	3	0	3	41.0	
%		0.3	0.3	0.5	1.6	9.2	32.0	31.6	19.1	4.7	0.6	0.1	0.0	0.1		
Average (Mean)		41.0 mph			Minimum 10.1 mph		Maximum 85.2 mph			Pace Range 35.9 - 45.9 mph			2096 vehicles (67.4 %)			
Percentile Speeds		10%		15%		50%		85%		90%						
(mph)		34.3		35.5		40.8		46.6		48.1						
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph				
		98.9 % (3076)		88.1 % (2740)		24.5 % (763)		0.8 % (24)		0.1 % (3)		0.1 % (2)				

Location : On Orchard Dr. east of Harrison St.
 Study Dates : From Tue. 8-22-2017 thru Tue 8-29-2017
 Counter # : #6

Site: ORCHARD DR.
 8/29/2017
 Tuesday

Daily Speed

Eastbound															
mph	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200	Avg.
12:00 AM	15	0	0	0	2	2	2	4	3	2	0	0	0	0	40.6
1:00 AM	9	0	0	0	0	1	1	2	4	1	0	0	0	0	43.5
2:00 AM	5	0	0	0	0	0	2	2	1	0	0	0	0	0	42.4
3:00 AM	7	0	0	0	0	0	1	1	4	1	0	0	0	0	44.8
4:00 AM	11	0	0	0	0	1	1	2	2	3	2	0	0	0	46.4
5:00 AM	32	0	0	0	0	4	1	9	12	6	0	0	0	0	44.2
6:00 AM	84	0	0	0	3	9	22	20	18	9	2	1	0	0	42.2
Total	163	0	0	0	5	17	30	40	44	22	4	1	0	0	42.9
%		0.0	0.0	0.0	3.1	10.4	18.4	24.5	27.0	13.5	2.5	0.6	0.0	0.0	
Average (Mean)		42.9 mph		Minimum 26.1 mph		Maximum 60.8 mph		Pace Range 36.8 - 46.8 mph		93 vehicles (57.1 %)					
Percentile Speeds		<u>10%</u>		<u>15%</u>		<u>50%</u>		<u>85%</u>		<u>90%</u>					
(mph)		33.9		35.5		43.2		50.5		51.4					
Speeds Exceeded		25 mph		35 mph		45 mph		55 mph		65 mph		75 mph			
		100 % (163)		86.5 % (141)		43.6 % (71)		3.1 % (5)		0 % (0)		0 % (0)			



Date: Monday, September 25, 2017
To: Honorable Mayor and City Council
From: Gretchen Scott, Human Resources

Request:

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

Time Estimate:

Approximately 10-15 minutes to review changes and respond to any questions.

Background:

The Collective Bargaining Agreement was last adopted in 2016 and renews automatically thereafter unless either party makes a request to open the negotiation process.

City Administration and the Executive Board of Local 1556 have met on several occasions during the last few months to discuss salary and benefit changes for the upcoming fiscal year. At the request of the Executive Board of Local 1556, several contract items were reviewed and updates to the current Collective Bargaining Agreement are recommended.

Attached are the individual sections in which the changes are noted by a line drawn through existing text, followed by the new recommended language, highlighted in yellow.

The changes include:

- Section 5 – clarification of language to include SOP's and Guidelines in Personnel Regulations;
- Section 7 – removal of the limit of association meetings which can held in the main fire station.
- Section 11 – change of the work period to reflect M.O.U. of December 6, 2016 adopting the 48/96 work schedule and the new pay table for fiscal year 2018;
- Section 12 – change of the Emergency Call Back Pay from four(4) hours to two (2) hours, the removal of Working Out of Classification, the addition of Temporary Assignment;
- Section 23 – change to the Holiday and vacation selection rules as they apply to new shift assignments;
- Section 24 – change to allow shift trades to occur between employees who have equivalent qualifications and the capacity to act within the rank;
- Section 25 – addition of a requirement to conduct a promotional process for each position on two year intervals to establish a ranked list from which selections will be made;

- Section 32 – addition of language which will remove the reduced employee golf rate for Local 1556 members if the benefit is lost for all city employees;
- Appendix A –
 - o Changed pay table to reflect the fiscal year 2018 monthly rates,
 - o Changed position titles and requirements for each position,
 - o Added language which allows for the individual adjustment of salaries if a problem is identified,
 - o Changed language to reflect the adjustments for promoted positions,
 - o Addition of extra duty pay and the positions that it may be paid for,
 - o Removal of the former certification pay policy;
- Change of names for signing parties.

Approval Process:

This has been reviewed and approved by both negotiating teams.
Formal adoption by the City Council is required to ratify the Agreement.

Budget Impact:

No budgetary impact.

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

The City and Local 1556 have enjoyed an excellent relationship for many years. It is the recommendation of City Staff and the Union Executive Board that this agreement be formally adopted by the City Council.

Attachments:

1. Collective Bargaining Agreement for October 1, 2017 - September 30, 2018
2. Section 5
3. Section 7
4. Section 11
5. Section 12
6. Section 23
7. Section 24

8. Section 25
9. Section 32
10. Appendix A



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 2017 to September 30, 2018

TABLE OF CONTENTS

SECTION 1 – FORMAL RECOGNITION	3
SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION	3
SECTION 3 – MANAGEMENT RIGHTS.....	3
SECTION 4 – PREVAILING RIGHTS	4
SECTION 5 – PERSONNEL REGULATIONS	4
SECTION 6 – PAYROLL DEDUCTIONS OF DUES	4
SECTION 7 –ASSOCIATION BUSINESS	4
SECTION 8 – TRAVEL EXPENSES	5
SECTION 9 – BULLETIN BOARDS	5
SECTION 10 – FAIR LABOR STANDARDS ACT.....	5
SECTION 11 – WORK PERIOD – HOURLY RATE	5
SECTION 12 – EXTRA DUTY PAY	6
SECTION 13 – VACATION AND HOLIDAYS.....	7
SECTION 14 – SICK LEAVE	8
SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM.....	9
SECTION 16 – LONGEVITY PAY	9
SECTION 17 – ACCIDENT LEAVE	9
SECTION 18 – BEREAVEMENT LEAVE	10
SECTION 19 – RETIREMENT FUND	10
SECTION 20 – SOCIAL SECURITY	10
SECTION 21 – DISABILITY INSURANCE	10
SECTION 22 - MANNING OF COMPANIES	10
SECTION 23 – SHIFT ASSIGNMENTS	11
SECTION 24 – TRADING OF SHIFTS.....	11
SECTION 25 – VACANCIES – PROMOTIONS	12
SECTION 26 – PERSONNEL REDUCTION.....	12
SECTION 27 – DISCIPLINE PROCEDURE	13
SECTION 28 – GRIEVANCE PROCEDURE.....	13
SECTION 29 – RESIDENCY REQUIREMENT	13

SECTION 30 – SAFETY PROGRAM.....	14
SECTION 31 – CLOTHING ALLOWANCE.....	14
SECTION 32 – EMPLOYEE GOLF RATES	14
SECTION 33 – PARKING.....	14
SECTION 34 – SAVING CLAUSE.....	14
SECTION 35 – APPENDICES AND AMENDMENTS.....	14
SECTION 36 – DURATION OF AGREEMENT	15
APPENDIX A	15
APPENDIX B	18
APPENDIX C	20

AGREEMENT (2017 - 2018)

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 other legitimate reasons; 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 Resolution #1897, 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 – HOURLY RATE

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.

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 F.Y. 2017-2018 Pay Schedule. The Pay Schedule shall be placed into effect October 1, 2017. The salary shown in Appendix A shall include straight time pay for 243.33 hours.

The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24 day work period. Hourly rates for each position classification shall be calculated by dividing the monthly salary by 243.33¹ for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

SECTION 12 – EXTRA DUTY PAY

- a. 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 192 hours in a 24-day work period. A premium payment of ½ times the regular hourly rate shall be paid for all hours worked between 182 hours and 192 hours in a 24-day work period. Hours worked in excess of 192 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.
- b. Emergency Call Back Pay. Employees called to 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. 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.
- e. 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.

¹ (365 days/year; 24-day work periods = 15.208 work periods/year; 15.208 work periods/year x 192 hours/work period = 2919.996 hours worked/year; 2919.996 hours worked/year 12 pay periods/year = 243.33 hours/month)

- f. 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.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24 day, 192 hour work period 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 Resolution #1897, 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, 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, 192 hour work period 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 Resolution #1897, 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. Leave of absence without pay may be allowed as provided in Section V-7 of the Employee Resolution outlining general terms and conditions of employment for City employees.

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 Resolution #1897.

SECTION 16 – LONGEVITY PAY

Section 2 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 V-6 of Resolution #1897, 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 – 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 20 – 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 21 – 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 22 - MANNING OF COMPANIES

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

Command:	One (1) Battalion Chief
Station One:	One (1) Captain
	One (1) Driver Operator
	One (1) Tender Driver

One (1) Firefighter

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

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.

SECTION 23 – SHIFT ASSIGNMENTS

Shift assignments are made at the discretion of the Fire Chief. 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 it requires overtime.

SECTION 24 – 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. 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 25 – 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 each promotional position (Operator/Driver, Captain, Battalion Chief). 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 26 – 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 24 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 27 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 28 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 29 – RESIDENCY REQUIREMENT

All employees covered by this Agreement hired on or after October 1, 1992, 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. Employees covered by this agreement hired prior to 10-1-92 shall be exempt from this requirement.

SECTION 30 – 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 31 – 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 32 – 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 33 – 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 34 – 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 35 – 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 36 – DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of October 2017, and shall remain in full force and effect until the 30th day of September 2018. 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.

APPENDIX A

1) Pay Scale

		10/1/2017
PROBATIONARY FIREFIGHTER		\$ 3,455
FIREFIGHTER 1	1 YR + FF1	\$ 3,705
FIREFIGHTER II	2 YR + FF1&FF2	\$ 4,252
SENIOR FIREFIGHTER	3 YR + SWING UP	\$ 4,432
DRIVER		\$ 4,720
DRIVER (II)	3 YRS	\$ 4,720
SENIOR DRIVER	5 YRS + SWING UP	\$ 5,180
CAPTAIN		\$ 5,645
CAPTAIN (II)	3 YRS	\$ 5,645
SENIOR CAPTAIN	5 YRS + SWING UP	\$ 5,989

This pay scale is an attempt to bring Local 1556's members to market in a reasonable and responsible fashion.

Any member currently in the FF II pay position without their swing up driver qualification will have a 1-year period to complete the driver's academy and obtain it.

Any member currently in the Senior Firefighter pay position with less than 8 years in the position of firefighter as of October 1 will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Firefighter II meets or exceeds their wage or they meet the requirements for the Senior Firefighter position.

Any Member currently in the Senior Firefighter pay position with 8 or more years on the department as of October 1 will have a 1-year period to obtain their Fire Officer I if they have not already done so.

Any member currently in the Driver/Operator II pay position will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Driver/Operator meets or exceeds their wage or they meet the requirements for the Senior Driver position.

Any member currently in the Captain II pay position will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Captain meets or exceeds their wage or they meet the requirements for the Senior Captain.

- 2) The base salary figures shown above for employees covered by this agreement represent straight time pay for 243.33 hours.
- 3) Hourly rates shall be calculated by dividing the monthly salary by 243.33 hours.
- 4) Hours worked between 182 and 192 shall be paid at an additional one-half (1/2) the hourly rate. Hours worked beyond 192 hours 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.
- 5) Starting compensation for new employees will be the minimum shown in the salary range for the position of fire fighter. Promoted employees will be moved from his or her current salary to the salary of the promoted position.
- 6) All salary adjustments are subject to budget authorization and Council approval. Employees within their first year of employment who have a favorable performance evaluation will be eligible for an increase on their anniversary date. Employees who are beyond their first year and who have a favorable performance evaluation will be granted an increase in accordance to the pay table effective October 1st subject to Council authorization and budget approval.
- 7) 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 only eligible to collect a maximum of one 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)
- Training Officer(s) (Maximum of 3 members)

- 8) Longevity Pay:
Longevity shall be paid at the rate of \$4.00/month for each full year of service, commencing on the employee's anniversary date of the sixth consecutive year of service.

EXAMPLE

Monthly Base Pay Increase	During These Years of Service
\$24.00	6 th year
\$28.00	7 th year
\$32.00	8 th year
\$100.00	25 years is maximum accrual time

DATED _____

EMPLOYER

ASSOCIATION

Mayor Shawn A. Barigar

Scott Seigworth, President

City Manager Travis P. Rothweiler

Gerald B. Dillman, Vice President

Jesse L. Bowman, 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.

- A) 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.
- 1) 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 not recorded in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - 2) 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.
 - 3) 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 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

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 shall be consulted prior to implementing the decision.

- B) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a written reprimand, 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 _____

EMPLOYER

ASSOCIATION

Mayor Shawn A. Barigar

Scott Seigworth , President

City Manager Travis P. Rothweiler

Gerald B. Dillman, Vice President

Jesse L. Bowman, 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 resolution, 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

Mayor Shawn A. Barigar

City Manager Travis P. Rothweiler

ASSOCIATION

Scott Seigworth, President

Gerald B. Dillman, Vice President

Jesse L. Bowman, Secretary/Treasurer

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Rules and Regulations, including Standard Operating Procedures and/or Guidelines, ~~Regulations, SOP's and SOG's~~ as currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations, including Standard Operating Procedures and/or Guidelines, ~~Regulations, SOP's and SOG's~~ shall be reviewed with the Association, and the Association 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, ~~Regulations, SOP's and SOG's~~ modifications, 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, ~~Regulations, SOP's and SOG's~~ during the term of this agreement shall be subject to the grievance process.

The provisions of City of Twin Falls Resolution #1897, 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.

Clean Version

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 reviewed with the Association, and the Association 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 Resolution #1897, 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 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, ~~subject to a maximum of 15 meetings per year.~~

Clean Version:

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 11 – WORK PERIOD – HOURLY RATE

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~~^{seven} (24⁷) 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 24⁷-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~~^{twenty-four (24)}) hour on-duty shift followed by ninety-six (~~96~~^{forty-eight (48)}) hours off duty.

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 F.Y. 201~~6~~⁷-201~~7~~⁸ Pay Schedule. The Pay Schedule shall be placed into effect October 1, 201~~7~~⁶. The salary shown in Appendix A shall include straight time pay for 243.33 hours.

The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24⁷ day work period. Hourly rates for each position classification shall be calculated by dividing the monthly salary by 243.33¹ for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

CLEAN VERSION

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.

¹ (365 days/year; 27-day work periods = 13.5185 work periods/year; 13.5185 work periods/year x 216 hours/work period = 2919.996 hours worked/year; 2919.996 hours worked/year 12 pay periods/year = 243.33 hours/month)

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 F.Y. 2017-2018 Pay Schedule. The Pay Schedule shall be placed into effect October 1, 2017. The salary shown in Appendix A shall include straight time pay for 243.33 hours.

The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24 day work period. Hourly rates for each position classification shall be calculated by dividing the monthly salary by 243.33² for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

² (365 days/year; 24-day work periods = 15.208 work periods/year; 15.208 work periods/year x 192 hours/work period = 2919.996 hours worked/year; 2919.996 hours worked/year 12 pay periods/year = 243.33 hours/month)

SECTION 12 –EXTRA DUTY PAY

- a. 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 192 hours in a 24-day work period. A premium payment of an additional $\frac{1}{2}$ times the regular hourly rate shall be paid for all hours worked between 182 hours and 192 hours in a 24-day work period. Hours worked in excess of 192 hours in a 24-day work period shall be compensated at $1\frac{1}{2}$ 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.
- b. Emergency Call Back Pay. Employees called to emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to ~~1 $\frac{1}{2}$~~ times their normal hourly rate for a minimum of ~~four (4)~~ 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. Working Out of Classification. Any person covered by this agreement meeting the specified department requirements for working out of class will have their salary adjusted according to the salary table in Appendix A. Those individuals shall be required to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds when assigned.~~
- d- 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 range of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- e. 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.
- f. 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.

Clean Version:

- a. 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 192 hours in a 24-day work period. A premium payment of an additional $\frac{1}{2}$ times the regular hourly rate shall be paid for all hours worked between 182 hours and 192 hours in a 24-day work period. Hours worked in excess of 192 hours in a 24-day work period shall be compensated at $1\frac{1}{2}$ times the regular hourly rate. All absences

Formatted: No bullets or numbering, Tab stops: Not at 0.5"

from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

- b. Emergency Call Back Pay. Employees called to emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1.5 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. 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 range of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- e. 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.
- f. 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.

SECTION 23 – SHIFT ASSIGNMENTS

Shift assignments are made at the discretion of the Fire Chief. 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 restrictions for the remainder of that calendar year. This rule does not apply to introductory employees. The exemption of vacation selection rules (double-up 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 it requires overtime. Holidays in which vacation selection is limited shall remain.

Clean Version:

Shift assignments are made at the discretion of the Fire Chief. 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 it requires overtime.

Formatted: Tab stops: 0.25", Left + 4.75", Decimal aligned

SECTION 24 – 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 others rank or assignment. Example: If a Firefighter 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 Firefighter Driver/Operator based on the fact that he had held the position prior and there for is qualified.

Clean Version

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 others 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 there for 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. 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 25 – 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 each promotional position (Operator/Driver, Captain, and Battalion Chief). 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 32 – 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.

Clean Version

SECTION 32 – 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.

General Employee Salary Table (BI-WEEKLY Rates)				
Fiscal Year 2016-2017				
2080 hrs Yrly, 40 hrs Per Week, 80 hrs Per Pay Period				
Minimum	-	Market	-	Maximum
\$4,479	to	\$5,374	to	\$6,449
\$3,999	to	\$4,798	to	\$5,758
\$3,570	to	\$4,284	to	\$5,141
\$3,188	to	\$3,826	to	\$4,591
\$2,846	to	\$3,415	to	\$4,098
\$2,541	to	\$3,050	to	\$3,660
\$2,269	to	\$2,722	to	\$3,267
\$2,063	to	\$2,475	to	\$2,970
\$1,875	to	\$2,250	to	\$2,700
\$1,705	to	\$2,046	to	\$2,455
\$1,550	to	\$1,860	to	\$2,232
\$1,448	to	\$1,738	to	\$2,085
\$1,353	to	\$1,624	to	\$1,949
\$1,265	to	\$1,518	to	\$1,822
\$1,182	to	\$1,418	to	\$1,702
\$1,105	to	\$1,326	to	\$1,591
\$1,033	to	\$1,239	to	\$1,487

19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3

Sworn Police Dept Salary Table Bi-Weekly				
2184 hrs Yrly, 84 hrs Per Pay Period				
Minimum		Market		Maximum
\$2,166	to	\$2,599	to	\$3,119
\$1,969	to	\$2,363	to	\$2,836
\$1,628	to	\$1,953	to	\$2,344
\$1,520	to	\$1,824	to	\$2,189

SS
SG
Patrol
Recruit

MONTHLY				
Fire Salary Table - Positions Covered by CBA				
2920 hrs Yrly, 243.33 hrs Per Pay Period				
Minimum		Market		Maximum
\$5,505	to	\$6,607	to	\$7,928
\$4,145	to	\$4,974	to	\$5,968
\$4,064	to	\$4,876	to	\$5,852
\$3,425	to	\$4,110	to	\$4,932
\$3,358	to	\$4,030	to	\$4,836
\$3,202	to	\$3,842	to	\$4,611
\$3,169	to	\$3,803	to	\$4,564
\$3,139	to	\$3,767	to	\$4,520

14
11a (2%)
11
9a (2%)
9
8b (1%)
8a (1%)
8

APPENDIX A

1) Pay Scale

Formatted Table

Formatted: Font color: Text 1

Formatted: List Paragraph, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25"

		<u>10/1/2017</u>
<u>PROBATIONARY FIREFIGHTER</u>	-	<u>\$ 3,455</u>
<u>FIREFIGHTER 1</u>	<u>1 YR + FF1</u>	<u>\$ 3,705</u>
<u>FIREFIGHTER 2</u>	<u>2 YR + FF1&FF2</u>	<u>\$ 4,252</u>
<u>SENIOR FIREFIGHTER</u>	<u>3 YR + SWING UP</u>	<u>\$ 4,432</u>
-	-	-
<u>DRIVER</u>	-	<u>\$ 4,720</u>
<u>DRIVER (2)</u>	<u>3 YRS</u>	<u>\$ 4,720</u>
<u>SENIOR DRIVER</u>	<u>5 YRS + SWING UP</u>	<u>\$ 5,180</u>
-	-	-
<u>CAPTAIN</u>	-	<u>\$ 5,645</u>
<u>CAPTAIN (2)</u>	<u>3 YRS</u>	<u>\$ 5,645</u>
<u>SENIOR CAPTAIN</u>	<u>5 YRS + SWING UP</u>	<u>\$ 5,989</u>
-	-	-

This pay scale is an attempt to bring Local 1556's members to market in a reasonable and responsible fashion.

Any member currently in the FF II pay position without their swing up driver qualification will have a 1-year period to complete the driver's academy and obtain it.

Any member currently in the Senior Firefighter pay position with less than 8 years in the position of firefighter as of October 1 will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Firefighter II meets or exceeds their wage or they meet the requirements for the Senior Firefighter position.

Any Member currently in the Senior Firefighter pay position with 8 or more years on the department as of October 1 will have a 1-year period to obtain their Fire Officer I if they have not already done so.

Any member currently in the Driver/Operator II pay position will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Driver/ Operator meets or exceeds their wage or they meet the requirements for the Senior Driver position.

Any member currently in the Captain II pay position will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Captain meets or exceeds their wage or they meet the requirements for the Senior Captain.

1) Positions covered by this agreement have been assigned the following grades:

Relief Battalion Chief	Grade 11a
Captain	Grade 11
Relief Captain	Grade 9a
Driver	Grade 9
Relief Driver	Grade 8b

Formatted: Tab stops: Not at 0.25"

Formatted: Tab stops: Not at 0.25"

Formatted: Font color: Text 1

Formatted: Tab stops: Not at 4.75"

~~Tender Driver~~
~~Fire Fighter~~

~~Grade 8a~~
~~Grade 8~~

- 2) The base salary figures shown above for employees covered by this agreement represent straight time pay for 243.33 hours.
- 3) Hourly rates shall be calculated by dividing the monthly salary by 243.33 hours.
- 4) Hours worked between ~~182204~~ and ~~192216~~ shall be paid at one-half (1/2) the hourly rate. Hours worked beyond ~~192216~~ hours in a ~~247~~-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.
- 5) Starting compensation for new employees will be the minimum shown in the salary range for the position of fire fighter. Promoted employees will be ~~moved assigned~~ from ~~his or her~~ ~~their~~ current salary to the ~~next highest salary~~ of the promoted position ~~within their new pay range~~ ~~with the following minimums:~~

~~Fire Fighter to Driver~~
~~Driver to Captain~~

~~7%~~
~~10%~~

- 6) All salary adjustments are subject to budget authorization and Council approval. Employees within their first year of employment who have a favorable performance evaluation, ~~and who are still within their original assigned pay grade~~ will be eligible for an increase on their anniversary date. Employees who are beyond their first year and who have a favorable performance evaluation will be granted an increase in accordance to the pay table effective October 1st subject to Council authorization and budget approval.

~~47)~~ 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 only eligible to collect a maximum of one 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)
- Training Officer(s) (Maximum of 3 members)

~~78)~~

Longevity Pay:

Longevity shall be paid at the rate of \$4.00/month for each full year of service, commencing on the employee's anniversary date of the sixth consecutive year of service.

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25", Tab stops: Not at 4.75"

Formatted: List Paragraph, Indent: Left: 1.5", Space After: 8 pt, Line spacing: Multiple 1.08 li, Bulleted + Level: 1 + Aligned at: 3.75" + Indent at: 4", Tab stops: 1", List tab

Formatted: Font color: Auto

EXAMPLE

Monthly Base Pay Increase	During These Years of Service
\$24.00	6 th year
28.00	7 th year
32.00	8 th year
100.00	25 years is maximum accrual time

8) Certification Pay:

Certification Pay shall be awarded as follows:

* Level II TFFD Fire Fighter Certification _____ \$50.00

* Level III TFFD Fire Fighter Certification _____ \$50.00

* Combination consisting: _____ \$50.00

~~—Current Driver Certification,~~

~~—Current Fire Inspector, and~~

~~—12 college credits (6 credits specifically related to Human Relations courses. In general, this includes classes in supervisory and management skills, leadership, team building, psychology and communications.) Applicable credits are those credits earned as a result of independent study from an accredited college or university during tenure of employment with the City. Training programs provided by the City shall not count towards the total. Subject to manning levels, job demands and the Chief's approval, employees covered by this agreement may request authorization to attend job-related, accredited college classes during on-duty evening hours.~~

~~The maximum certification pay shall be \$150.00/month.~~

~~No employee covered by this agreement shall forfeit certification pay authorized under the former program.~~

CLEAN VERSION:

APPENDIX A

1) Pay Scale

		10/1/2017
PROBATIONARY FIREFIGHTER		\$ 3,455
FIREFIGHTER 1	1 YR + FF1	\$ 3,705
FIREFIGHTER II	2 YR + FF1&FF2	\$ 4,252
SENIOR FIREFIGHTER	3 YR + SWING UP	\$ 4,432
DRIVER		\$ 4,720
DRIVER (II)	3 YRS	\$ 4,720
SENIOR DRIVER	5 YRS + SWING UP	\$ 5,180
CAPTAIN		\$ 5,645
CAPTAIN (II)	3 YRS	\$ 5,645
SENIOR CAPTAIN	5 YRS + SWING UP	\$ 5,989

This pay scale is an attempt to bring Local 1556's members to market in a reasonable and responsible fashion.

Any member currently in the FF II pay position without their swing up driver qualification will have a 1-year period to complete the driver's academy and obtain it.

Any member currently in the Senior Firefighter pay position with less than 8 years in the position of firefighter as of October 1 will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Firefighter II meets or exceeds their wage or they meet the requirements for the Senior Firefighter position.

Any Member currently in the Senior Firefighter pay position with 8 or more years on the department as of October 1 will have a 1-year period to obtain their Fire Officer I if they have not already done so.

Any member currently in the Driver/Operator II pay position will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Driver/Operator meets or exceeds their wage or they meet the requirements for the Senior Driver position.

Any member currently in the Captain II pay position will have their wage adjusted on an individual basis with Local 1556's approval until the wage of Captain meets or exceeds their wage or they meet the requirements for the Senior Captain.

- 2) The base salary figures shown above for employees covered by this agreement represent straight time pay for 243.33 hours.
- 3) Hourly rates shall be calculated by dividing the monthly salary by 243.33 hours.
- 4) Hours worked between 182 and 192 shall be paid at an additional one-half (1/2) the hourly rate. Hours worked beyond 192 hours 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.
- 5) Starting compensation for new employees will be the minimum shown in the salary range for the position of fire fighter. Promoted employees will be moved from his or her current salary to the salary of the promoted position.
- 6) All salary adjustments are subject to budget authorization and Council approval. Employees within their first year of employment who have a favorable performance evaluation will be eligible for an increase on their anniversary date. Employees who are beyond their first year and who have a favorable performance evaluation will be granted an increase in accordance to the pay table effective October 1st subject to Council authorization and budget approval.
- 7) **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 only eligible to collect a maximum of one 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)
- Training Officer(s) (Maximum of 3 members)

- 8) **Longevity Pay:**
Longevity shall be paid at the rate of \$4.00/month for each full year of service, commencing on the employee's anniversary date of the sixth consecutive year of service.

EXAMPLE

Monthly Base Pay Increase	During These Years of Service
\$24.00	6 th year
\$28.00	7 th year
\$32.00	8 th year
\$100.00	25 years is maximum accrual time



Date: Monday, September 25, 2017
To: Honorable Mayor and City Council
From: Shayne Carpenter, Budget Coordinator

Request:

Request to amend the 2016-2017 Budget.

Time Estimate:

Approximately 10 minutes

Background:

This is a formality we go through at year end to ensure compliance with the Appropriations Ordinance passed for the current fiscal year. All of the expenditures have been previously reviewed and approved by Council.

Approval Process:

Amend Appropriations Ordinance No 2016-10

Budget Impact:

Regulatory Impact:

We need to amend Appropriations Ordinance No. 2016-10 by an additional gross amount (including inter-fund transfers) of \$17,544,916. The following lists expenditures and revenue sources:

General Fund: Transfer to Capital Improvement Fund (FYE2016 Excess) Fire Department Scheduling Software	Expense: \$1,850,000 \$12,200	Revenue Source: Reserves Fire District
Street Fund: Misc. Street Repairs due to Winter Damage	\$4,400,000	Reserves
Capital Improvement Fund: Sr. Center Remodeling City Hall and Public Safety Complex	\$11,312 \$7,174,399	Grant Reserves
Airport Construction Fund: Small Community Grant: Advertising	\$17,878	Grant
Water Fund: Wills Booster Station Land Purchase	\$592,403 \$40,109	Bond Proceeds Reserves
Wastewater Fund: Bond Projects: WWTP Construction	\$3,356,655	Bond Proceeds

Land Purchase	\$40,109	Reserves
Dierkes & Shoshone Falls Fund: Centennial Trail Repair	\$41,851	Reserves
Fireworks Fund: Fireworks Display	\$8,000	Additional Donation

History:

N/A

Analysis:

N/A

Conclusion:

This amendment will ensure the City of Twin Falls' compliance with State code.

Attachments:

1. Amended Appropriation Ordinance FY 2017

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, AMENDING ORDINANCE NO. 2016-10, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF TWIN FALLS, IDAHO, IN THE SUM OF \$17,544,916; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance No. 2016-10, the appropriation ordinance for the City of Twin Falls, Idaho, for the fiscal year commencing October 1, 2016, and ending September 30, 2017, be and the same is hereby amended as follows:

That the additional sum of \$17,544,916 be appropriated out of the following revenues:

General Fund-Reserves	\$1,850,000
General Fund-Additional Revenue	\$12,200
Street Fund-Reserves	\$4,400,000
Capital Improvement Fund-Reserves	\$7,174,399
Capital Improvement Fund-Grants	\$11,312
Airport Construction Fund-Grant Revenue	\$17,878
Water Fund-Bond Proceeds	\$592,403
Water Fund-Reserves	\$40,109
Wastewater Fund-Bond Proceeds	\$3,356,655
Wastewater Fund-Reserves	\$40,109
Dierkes & Shoshone Falls Fund-Reserves	\$41,851
Fireworks Fun-Additional Revenue	\$8,000
TOTAL Revenues	<u>\$17,544,916</u>

That the expenditures to be paid by these funds are as follows:

General Fund-Reserves	\$1,850,000
General Fund-Additional revenue from Fire District	\$12,200
Street Fund-Reserves used for street repairs from winter damage	\$4,400,000
Capital Improvement Fund-New City Hall and Public Safety Complex	\$7,174,399
Capital Improvement Fund-Sr. Center repairs	\$11,312
Airport Construction Fund-Small Community Grant advertising	\$17,878
Water Fund-Wills Booster Station	\$592,403
Water Fund-Reserves for land purchase	\$40,109
Wastewater Fund-Bond Projects (WWT, UV, Dewatering, etc.)	\$3,356,655
Wastewater Fund-Reserves for land purchase	\$40,109
Dierkes & Shoshone Falls Fund-Reserves for Shoshone Falls Trail repair from winter damage	\$41,851
Fireworks Fund-Additional Chobani donation	\$8,000
TOTAL Expenses	<u>\$17,544,916</u>

SECTION 2. This ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE CITY COUNCIL

September 25, 2017

SIGNED BY THE MAYOR

September 25, 2017

ATTEST:

Mayor Shawn Barigar

Deputy City Clerk

PUBLISH: Thursday, September 28, 2017