



Twin Falls City Council Agenda

Monday, February 25, 2019, 5:00 PM

City Council Chambers
203 Main 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) PROCLAMATIONS: None
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the February 19, 2019, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Accounts Payable for February 14 thru 20, 2019.
By: Amy Luna, Finance Administrative Assistant
- 6) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request to approve the reappointment of Dennis Sonius to serve a five-year term, serving as Commissioner for the Twin Falls Housing Authority.
By: Leanne Trappen, Executive Director for the Twin Falls Housing Authority
 - b) **PRESENTATION:** Presentation of the Diversity and Inclusion Committee Charter.
By: Travis Rothweiler, City Manager
 - c) **ACTION ITEM:** Request to approve the City of Twin Falls and Twin Falls Fire Fighters Local 1556 Collective Bargaining Agreement.
By: Gretchen Scott, Human Resource Director
 - d) **ACTION ITEM:** Request to approve a Fire Station General Obligation Bond Election Ordinance and Official Intent Resolution.
By: Brian Pike, Deputy City Manager, John McDevitt, Christian Anderson
 - e) **ACTION ITEM:** A general discussion about the City Council's FY 2019 budget priorities, use of \$775,000 project fund and philosophies followed by citizen input.
By: Travis Rothweiler, City Manager
- 7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None

9) 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 & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.



**Twin Falls City
Council Minutes**

Tuesday, February 19, 2019,

5:00 PM City Council Chambers
203 Main Avenue East- Twin Falls,
Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Council Members Suzanne Hawkins, Chris Talkington, Greg Lanting, Christopher Reid & Ruth Pierce.

Absent: Vice Mayor Nikki Boyd.

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Parks & Recreation Director Wendy Davis, Utility Services Supervisor Bill Baxter, CFO Lorie Race, Assistant Finance Director Brent Hyatt, Human Resources Director Gretchen Scott, Economic Development Director Nathan Murray, Chief of Police Craig Kingsbury, Public Information Officer Joshua Palmer, URA Engineer Jesse Schuerman, Desktop Support Analyst Jeremiah Parent, Finance Administrative Assistant Amy Luna.

Mayor Barigar called the meeting to order at 05:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Barigar introduced Boy Scout Pack 81 and asked them to lead all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT: None

5) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- a) **ACTION ITEM:** Request to approve the Accounts Payable for February 7 thru 13, 2019.
- b) **ACTION ITEM:** Request to approve the February 4, 2019 City Council Minutes.
- c) **ACTION ITEM:** Request to approve the February 11, 2019, City Council Minutes.
- d) **ACTION ITEM:** Request to approve a Trust Agreement for Rio Vista Subdivision, a ZDA, placing Lots 1 through 20, Block 1; Lots 1 through 5, Block 2; and Lots 1 through 13, Block 3 in trust.

6) ITEMS OF CONSIDERATION

- a) **PRESENTATION:** Update on Southern Idaho Economic Development.

Connie Stopher Member of Idaho Economic Development made a presentation on the Southern Idaho Economic Development.

Discussion ensued on the following:

Council Member Lanting: Thanked Ms. Stopher for her presentation. Have you thought about expanding down to Hill Air Force Base or other Bases?

Council Member Talkington: Asked about the wage scale in Idaho and how we can bring that up.

Council Member Pierce: Thanked Ms. Stopher for her presentation. Asked about how they are handling business recruitment and retention and how are you handling that area now?

Council Member Hawkins: Thanked Ms. Stopher for her presentation. Asked about their

name change.

Mayor Barigar thanked Ms. Stopher for her presentation.

- b) **ACTION ITEM:** Request to approve the Concession Agreement with Steva LLC to operate and manage Twin Falls Golf Club
Parks & Recreation Director Wendy Davis made a request to approve the Concession Agreement with Steva, LLC to operate and manage Twin Falls Golf Club.

Changes:

Raise the Profit Sharing threshold level 1 from \$75,000.00 to \$90,000.00 which he shares 25%.

Raise the Profit Sharing threshold level 2 from \$100,000.00 to \$120,000.00 which he shares 33%.

Dropping the requirement to have the head greens-man to be a City employee. Steva, LLC will still be required to have a head greens-man.

Lower the floor amount from \$55,000.00 to \$50,000.00 for the subsidy amount.

Discussion ensued on the following:

Council Member Pierce: What were the profits for the Golf course last year?

P&R Director Davis: Gross for last year was \$96442 with our 25% profit share amount being \$5,360.00

Council Member Hawkins: Are the cost sharing dollars put back into the Golf Course? Should we choose to lower the subsidy threshold the improvements would not be affected?

Council Member Lanting: Thanked Steva, LLC for their operation of the Golf Course. Are the bathrooms are going to be finished soon?

MOTION: Council Member Reid moved to approve the Concession Agreement with Steva, LLC to operate and manage Twin Falls Golf Club and authorizes the Mayor to sign the contact.

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

- c) **ACTION ITEM:** Request to award a contract to Insituform Technologies, LLC for cured in place pipe sewer project in the Downtown alleyways.
Jesse Schuerman, URA Engineer, made a request to award a contract to Insituform Technologies, LLC for cured in place pipe sewer project in the Downtown alleyways.

Bid came in as:

Bid Amount \$222,972.00, which was 34% below the estimate.

15% Contingency

Total: \$256,418.00

Discussion ensued on the following:

Council Member Hawkins: What is the time frame on this project?

Council Member Reid: How will this affect the Downtown Businesses? Will someone be talking to the Businesses prior to the start of the project?

MOTION: Council Member Talkington moved to approve the request to award a contract to Insituform Technologies, LLC for cured in place pipe sewer project in the Downtown alleyways to include the additive bid and contingency. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- d) **ACTION ITEM:** Update and possible action on the current state of the recycling program and market, and costs for current City recyclable material processing.
Utility Services Supervisor Bill Baxter presented an update with possible action on the current state of the recycling program and market, and costs for current City recyclable material processing.

Options to be considered:

1. Restriction of items recycled
2. \$ amount for processing
3. Stop Recycling
4. Adjust the utility rates on a regular basis

Discussion ensued on the following:

Council Member Lanting: Asked about the current costs? What guarantee do you have that the recyclables are not going into another landfill?

Council Member Talkington: Asked about the market within the US for recycling. Talked about the recycling program and would be in favor of restricting the items rather than stopping the program.

Council Member Hawkins: Asked about education of reduction of usage rather than just the recycling.

Council Member Pierce: Talked about the use of plastics for diesel fuels. What are the percentages of the plastics in our recyclables?

City Manager Rothweiler: Explained the action needed to continue with the recycling program.

Council Member Reid: Asked what the rate is projected to be? Would like to wait to see what the market does over the next few months.

Council Member Hawkins: Agreed with Council Member Reid.

Council Member Lanting: Agreed with Council Member Reid.

Mayor Barigar: Clarified the options for the council.

Council Member Reid: Stressed the need for education on recycling.

- e) **ACTION ITEM:** Request to schedule a public hearing to discuss an increase of greater than 5% to the vehicle fee at Shoshone Falls/Dierkes Lake Park.
Wendy Davis Parks & Recreation Director made a request to schedule a public hearing to discuss an increase of greater than 5% to the vehicle fee at Shoshone Falls/Dierkes Lake Park.

Proposed Increase:

Vehicle rate from \$3.00 to \$5.00

All other rates will remain the same for now.

Discussion ensued on the following:

Council Member Lanting: Spoke in favor of holding a public hearing to potentially raise the fee at Shoshone Falls/Dierkes Lake Park.

MOTION: Council Member Pierce moved to approve the request to schedule a public hearing to discuss an increase of greater than 5% to the vehicle fee at Shoshone Falls/Dierkes Lake Park.

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

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Paul Thompson, resident of Twin Falls, spoke about Planned Parenthood in Twin Falls.

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

- a) § 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION: Council Member Talkington moved to Adjourn to Executive Session 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

The meeting adjourned at 06:11 PM.

TWIN FALLS HOUSING AUTHORITY
200 North Elm * PHONE (208)733-5765 * FAX (208)733-5878
TWIN FALLS, IDAHO 83301

January 21, 2019

Honorable Mayor and Councilmembers:

Twin Falls Housing Authority operates a Public Housing Program that was authorized under the United States Housing Act of 1937, to provide safe and sanitary dwellings at affordable rents to low-income families. Public Housing Authorities operate at a local level as a non-Federal public agency authorized by Legislation and established by Action of the City of Twin Falls. Through this process, the Twin Falls Housing Authority was established in 1940, twenty-seven years prior to the Idaho Legislature including the creation of Housing Authorities under Title 50 – Municipal Corporation (50-1905) added in 1967.

In accordance with procedures, the Twin Falls Housing Authority is submitting the recommendation that Dennis Sonius be re-appointed to serve another five-year term, serving as Commissioner for the Twin Falls Housing Authority. The Housing Authority Board of Commissioners are volunteers and receive no compensation for their service. They provide knowledge, direction, and expertise to the Housing Authority and learn more about our community in the process. Commissioners work and vote on issues vital to furthering the Housing Authority mission, which is: 'To strengthen affordable housing opportunities while providing safe, decent affordable housing to low income families, seniors and disabled individuals'. Commissioners serving on the Board come from all sectors of the community and lend diversity and strength to our effort.

Dennis Sonius has served as Commissioner on the Board since February 2014 and has expressed a desire to continue to serve in that capacity. Dennis's experience has proven to be beneficial for the community, the Housing Authority and its residents.

The Housing Authority appreciates Dennis's willingness to lend his experience to support the Twin Falls Housing Authority's mission to strengthen affordable housing opportunities while providing decent, safe, affordable housing to low-income families, seniors and disabled in Twin Falls.

Thank you for your consideration.

Sincerely,



Leanne Trappen,
Executive Director



Twin Falls Housing Authority is an equal opportunity provider and employer
(208)733-5875 TDD

CERTIFICATE OF REAPPOINTMENT OF
COMMISSIONER DENNIS SONIUS
TERM EXPIRES FEBRUARY 12, 2024

WHEREAS, THE TERM OF Dennis Sonius, one of the members of the Board of Commissioners of the Twin Falls Housing Authority expired February 12, 2019.

NOW THEREFORE, pursuant to the provisions of Section 5 of the Housing Authorities Law of the State of Idaho, and by virtue of my office as Mayor of the City of Twin Falls, Idaho I hereby appoint Dennis Sonius to serve an additional five years, from the 13th day of February 2019.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of Twin Falls, Idaho and caused the official seal of said City to be attached hereto.

Mayor – Shawn Barigar

Date _____, 2019

ATTEST:

City Clerk

I, Shawn Barigar, Mayor of the City of Twin Falls, Idaho do hereby certify that the foregoing certificate was duly filed in the office of the Clerk of the City of Twin Falls, Idaho on the _____ day of _____ 2019.

Mayor of the City of Twin Falls, Idaho

Date _____, 2019

SEAL:

CERTIFICATE

I, _____, the duly appointed, qualified City Clerk of the City of Twin Falls, Idaho, do hereby certify that the attached copy of the Certificate of Appointment of Commissioner Dennis Sonius is a true and correct copy of the Certificate of Appointment of Commissioner Dennis Sonius on file and of record in the office of the City Clerk.

AND I DO FURTHER CERTIFY that the attached copy of the Oath of Commissioner Dennis Sonius of the Twin Falls Housing Authority, Twin Falls, Idaho is a true and correct copy of the Oath of Commissioner Dennis Sonius on file and of record in the office of the City Clerk.

AND I DO FURTHER CERTIFY THAT the recently appointed Commissioner Dennis Sonius by the Honorable Mayor Shawn Barigar to the Twin Falls Housing Authority Board of Commissioners, is not now an officer or employee of the City of Twin Falls, Idaho.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the City of Twin Falls, Idaho this _____ day of _____, 2019.

City Clerk

SEAL:

OATH OF COMMISSIONER OF
TWIN FALLS HOUSING AUTHORITY
TWIN FALLS, IDAHO

I, Dennis Sonius, do solemnly swear that, I will support the Constitution of the United States, and the Constitution and Laws of this State; that I will faithfully discharge all of the duties of the Office of Commissioner of the Twin Falls Housing Authority of Twin Falls, Idaho according to the best of my ability, SO HELP ME GOD.

Dennis Sonius

STATE OF IDAHO

COUNTY OF TWIN FALLS, SS

I, Karin Heinmiller, Notary Public in and for the County of Twin Falls, State of Idaho, hereby certify that Dennis Sonius, to me personally known and by me known to be one of the Commissioners of the Twin Falls Housing Authority of Twin Falls, Idaho, appeared before me on the 23 day of January, 2019. And made the above oath.



Karin Heinmiller

Notary Public
Residing in Twin Falls, Idaho

My Commission expires 9-26-2020



Date: Monday, February 25, 2019
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

PRESENTATION

Request:

PRESENTATION: Presentation of the Diversity and Inclusion Committee Charter.

Time Estimate:

30 minutes for presentation and discussion.

Background:

In July 2018, a group of concerned community members and organizations requested the City Council consider the adoption of a resolution condemning the separation of families at the US-Mexican border. While the Council declined to adopt the resolution, they requested that the City Manager and staff engage with this group and work to find and develop opportunities to accomplish shared goals.

A group of interested citizens met with the Mayor and City Manager on September 4, 2018. This one conversation led to several additional meetings in which both sides have worked to develop a dialogue of understanding, sharing a common interest in ensuring all residents have access to and receive the highest level of services possible from the city.

Through research and conversation, the group was able to draft a charter for the formation of a advisory committee to the City Manager and city staff on issues related to diversity and inclusion.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The work of this group resulted in the creation of a charter that outlines the purpose, roles and responsibilities, and objectives of the committee, as well as membership terms and meeting

composition. We look forward to the next step, which will involve soliciting volunteers to serve on the committee.

Attachments:

1. Charter - Final Draft

City of Twin Falls Diversity and Inclusion Committee Charter

Background:

In July 2018, a group of concerned community members and organizations requested the City Council consider the adoption of a resolution condemning the separation of families at the US-Mexican border. While the Council declined to adopt the resolution, they requested that the City Manager and staff engage with this group and work to find and develop opportunities to accomplish shared goals.

Included in the City's Strategic Plan is Focus Area 7 – Responsible Community. The 2030 vision for this focus area states, "The Twin Falls community has retained its human face as it has grown over time. New residents are welcomed and made to feel part of the tightly knit community. A vital aging population is an active segment of the population. The community is actively engaged in the various public, private, civic, arts and religious institutions serving the area through volunteerism and involvement in neighborhood and local government activities." One of the goals of Focus Area 7 is that the City will seek the community's involvement in carrying out its responsibilities.

Additionally, the City Council set a goal for the City Manager to "explore and identify specific needs within the immigrant communities in Twin Falls, as well as other marginalized groups, seeking to meet and/or enhance meeting these needs within existing City services, and potentially establishing a Diversity Council, Commission or Committee."

A group of interested citizens met with the Mayor and City Manager on September 4, 2018. This one conversation led to several additional meetings in which both sides have worked to develop a dialogue of understanding, sharing a common interest in ensuring all residents have access to and receive the highest level of services possible from the city.

Research was completed on the work being done in other communities on the topics of inclusion, equity, and diversity. Information from communities in Idaho, Oregon, Utah, and Washington have been used to inform conversations and provide examples of ways to create opportunities for greater participation in local government.

The plan is to create a group, much like the Economic Development Ready Team, that will advise the City Manager and City staff on issues related to diversity and inclusion and help further the goals of the City's strategic plan. This group will also work to identify challenges and remove barriers to accessing local government for all residents, including but not limited to: Hispanics/Latinos, refugees, immigrants, African Americans, senior citizens, those who are physically and mentally disabled, LGBTQ+, and the broad spectrum of religious faiths within the Twin Falls community.

Purpose:

The purpose of the Twin Falls Diversity and Inclusion Committee, hereinafter referred to as the “Committee,” is to:

- Provide advice and assistance on topics related to inclusion and diversity;
- Serve as advocates by building, engaging, and mobilizing positive strategies of inclusion and increased civic engagement;
- Serve as a conduit of communication between community members and City administration and staff, highlighting challenges as well as opportunities;
- Build trust, relationships, and partnerships with various communities to better understand and identify barriers and further the goals of the strategic plan.

Roles and Responsibilities:

The role of the Committee includes:

- Focus on promoting and fostering a neighborly community in which all individuals are treated equally, constructive ideas and opinions are valued and work is done in the spirit of cooperation and respect;
- Work to increase community awareness and education related to issues of diversity and inclusion;
- Assist in improving communication among members of the community and city leaders by serving as a resource on matter related to diversity and inclusion;
- Develop and recommend ongoing events and opportunities to engage with marginalized groups within Twin Falls;
- Work to create collaborative partnerships with community organizations that are already doing work on diversity and inclusion in Twin Falls and engage in existing and ongoing events and opportunities through these partnership.

Objectives:

- Lead and participate in community listening sessions throughout Twin Falls designed to encourage constructive dialogue among city leaders and staff and members of historically underrepresented and marginalized communities;
- Create an informed, responsive, and inclusive relationship in order to encourage engagement in volunteer and service opportunities for members of marginalized communities;

- Strengthen and coordinate responses to requests and concerns within the community regarding issues of diversity and inclusion.

Committee Meetings

It is anticipated that the Committee will meet twice per month. One meeting will be held at City Hall, publicly noticed, and streamed on the city website. Official meeting minutes will be kept and publicly posted. This will be considered the business meeting of the month and will take place at a regularly scheduled date and time determined to be convenient for the majority of the members, ensuring maximum participation.

Additional meetings may be held at the discretion of the Committee members.

The City Council will be kept abreast of the work of the Committee through regular reports from the City Manager. The City Manager and members of the Committee will make an annual report of the Committee's accomplishments and annual work plan to City Council and the community.

Membership:

The Committee shall consist of no less than five (5) and no more than nine (9) volunteers who are passionate and reflect the diversity of Twin Falls and provide representation from a reasonably broad spectrum of the community, including but not limited to diversity of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, and other ideologies. Members will be selected by the City Manager. Members must live, work, volunteer, worship or be enrolled in school within the City of Twin Falls. The Committee will also include members of City staff, who will serve in an ex-officio, non-voting capacity.

Term:

Each Committee member will serve a 3-year term to coincide with the City's fiscal year (October 1 – September 30). Memberships will be staggered so that no more than one-half of the members will be newly appointed each term. The first members will be appointed as follows: three (3) will be appointed for a one-year term, three (3) will be appointed for a two-year term and three (3) will be appointed for a three-year term. No member may serve more than two (2) full terms or six (6) consecutive years on the Committee.

This document may be modified or amended as needed or recommended.



Date: Monday, February 25, 2019
To: Honorable Mayor and City Council
From: Gretchen Scott, Human Resource Director

ACTION ITEM

Request:

ACTION ITEM: Request to approve changes in the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.

Time Estimate:

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

Background:

The Collective Bargaining Agreement was last adopted in 2018 and renews automatically thereafter unless either party makes a request to open the negotiation process. Staff noticed two areas that were not edited properly and were changed to reflect the intent as negotiated. Local 1556 and the City of Twin Falls have both agreed the changes as noted above reflect the intent of the contract.

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:

- Throughout the document Employee Resolution was replaced with Employee Handbook.
- Section 11 – Shift Schedules D and E were changed to reflect a 56-hour work week as firefighters are currently scheduled, instead of the current agreement that reflected a 48-hour work week.
- Section 23 – Change of title from Extra Duty Pay to Other Pay. This reflects that there are several pay categories and updates included in this section.
 - Overtime – premium payment of overtime at half-time has been updated to show the exact language as it is written in the FLSA Title 29 §553.230;
- Appendix A –
 - Adjusted the Monthly Salary (paid over 12 months) to reflect straight time pay for 230.67 hours in compliance with FLSA. The Fire Department tracks hours work on 15 time cards over the course of the year. All hours worked in excess 182 hours per time card are paid at time and one half in compliance with FLSA.

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:

N/A

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:

Collective Bargaining Agreement for March 1, 2019 – September 30, 2019

Tracked Changes document



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

~~October 1~~ March 1, 2019~~8~~ to September 30, 2019

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AGREEMENT ~~(2018–2019)~~

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

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

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

SECTION 1 – FORMAL RECOGNITION

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

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

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

SECTION 3 – MANAGEMENT RIGHTS

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

SECTION 4 – PREVAILING RIGHTS

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

SECTION 5 – PERSONNEL REGULATIONS

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

The provisions of cCity of Twin Falls-Resolution #1897 Employee Handbook, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

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

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

SECTION 7 – ASSOCIATION BUSINESS

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

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

SECTION 8 – TRAVEL EXPENSES

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

SECTION 9 – BULLETIN BOARDS

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

SECTION 10 – FAIR LABOR STANDARDS ACT

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

SECTION 11 – WORK PERIOD

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

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

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

Exception: When staffing levels are less than a number that allows for equal placement on all three shifts, an alternate schedule will be used for employees not assigned to shifts A-C, as described below. The intent of this alternate shift schedule is to allow equal shift coverage when Full Time Equivalents are not divisible by three increments.

24 Hour D and E Shift

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

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

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

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

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

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

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

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

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

Monday, Wednesday

Monday, Thursday

Monday, Friday

Alternate Shift Schedule Two (E-shift) (repeating three week):

Tuesday, Thursday

Tuesday, Friday

Tuesday, Saturday

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

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

SECTION 12 – OTHER PAY

- 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 182 hours in a 24-day work period. Hours worked in excess of 182 hours in a 24-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused

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

- b. Emergency and Non-Emergency Call Back Pay. Employees called back to work for emergency or non-emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1 ½ times their normal hourly rate for a minimum of two (2) hours.
- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. 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.
- 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.

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

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, shall earn vacation leave based on the monthly accrual rate shown in Table II. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month. Fire fighters working a 40-hour work week shall earn and use sick leave in accordance with the provisions of the Resolution #1897Twin Falls Employee Handbook, as amended.

TABLE II		
Accrued Sick Leave	Annual Vacation Rate	Monthly Equivalent

Hours	Shifts	Hours	Shifts	Hours
0 - 864	6	144	0.50	12
865 – 1,440	7	168	0.583	14
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	9	216	0.75	18
2,160	10	240	0.834	20

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

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

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

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

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

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

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

SECTION 14 – SICK LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn sick leave based on monthly accrual rates shown in Table I. Fire fighters working a 40-hour work week shall earn and use sick leave benefits in accordance with the provisions of ~~Resolution #1897~~Twin Falls Employee Handbook, as amended. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month.

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

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

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

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

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

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

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

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

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

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

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in [Resolution #1897 Twin Falls Employee Handbook](#).

SECTION 16 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section V-6 of [Resolution #1897 Twin Falls Employee Handbook](#), may apply.

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

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

SECTION 18 – BEREAVEMENT LEAVE

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

SECTION 19 – MILITARY LEAVE

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

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

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

SECTION 20 – RETIREMENT FUND

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

SECTION 21 – SOCIAL SECURITY

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

SECTION 22 – DISABILITY INSURANCE

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

SECTION 23 - MANNING OF COMPANIES

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

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

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 24 – 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 if it requires overtime.

SECTION 25 – TRADING OF SHIFTS

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

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.
- 3) The trade must be between two employees who have the same qualifications and be able to act in the same capacity as each other's rank or assignment. Example: If a Driver/Operator wants to trade with a Captain he must retain the qualifications to be a Captain (must already be a "swing-up" Captain). The Captain can trade with the Driver/Operator based on the fact that he had held the position prior and therefore is qualified.

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

SECTION 26 – VACANCIES – PROMOTIONS

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

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

SECTION 27 – PERSONNEL REDUCTION

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

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

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.
- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.
- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

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

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

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

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

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

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

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

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

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

SECTION 28 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 29 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 30 – RESIDENCY REQUIREMENT

All employees covered by this Agreement 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 31 – SAFETY PROGRAM

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

SECTION 32 – HEALTH AND WELLNESS

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

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

General physical exam	Medical history review
Urine Analysis/Labs	Tuberculosis test
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	EKG
Other items may be ordered at the doctor's discretion.	

SECTION 33 – CLOTHING ALLOWANCE

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

SECTION 34 – EMPLOYEE GOLF RATES

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

SECTION 35 – PARKING

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

SECTION 36 – SAVING CLAUSE

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

SECTION 37 – APPENDICES AND AMENDMENTS

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

SECTION 38 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2018, and shall remain in full force and effect until the 30th day of September 2019. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

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

DATED _____

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

~~Scott Seigworth~~ Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Secretary/Treasurer

~~Jesse L. Bowman~~ Andrew Stephenson,

|

|

APPENDIX A

1) Pay Table – Effective date of ~~October 1, 2018~~ February 4, 2019

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 3,610 <u>\$3,422</u>
FIREFIGHTER 1	1 year in position - Firefighter 1 Certification	\$ 3,872 <u>\$3,671</u>
FIREFIGHTER II	2 years with TFFD - Firefighter 1 - Firefighter 2 - Swing Up Driver	\$ 4,443 <u>\$4,212</u>
SENIOR FIREFIGHTER	8 years with TFFD - Fire Officer 1	\$ 4,631 <u>\$4,390</u>
DRIVER	3 years with TFFD - Firefighter 2 - Driver's Academy Certificate	\$ 4,933 <u>\$4,677</u>
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 5,413 <u>\$5,131</u>
CAPTAIN	5 years with TFFD - Fire Officer 1 certification 2 years as Swing Up Driver	\$ 5,899 <u>\$5,592</u>
SENIOR CAPTAIN	5 years in position - Swing Up Battalion Chief	\$ 6,259 <u>\$5,933</u>

- 2) Monthly Salary: the salary shown in the pay table above shall include straight time pay for ~~230.67~~ 243.33 hours. The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding ~~24 day~~ 24-day work period.

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

- 3) Hourly Rate: Hourly rates for each position classification shall be calculated by dividing the monthly salary by ~~230.67~~ 243.33 for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

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

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

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

- 5) 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)

- 6) 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~~ Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Secretary/Treasurer

~~Jesse L. Bowman~~ Andrew Stephenson,

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

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City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Secretary/Treasurer

~~Jesse L. Bowman~~ Andrew Stephenson,

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~~ handbook, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge, but excluding disciplinary action.

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

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

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

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

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

DATED _____

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

~~Scott Seigworth~~ Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Secretary/Treasurer

~~Jesse L. Bowman~~ Andrew Stephenson,



Date: Monday, February 25, 2019
To: Honorable Mayor and City Council
From: Brian Pike, Deputy City Manager

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Fire Station General Obligation Bond Election Ordinance and Official Intent Resolution.

Time Estimate:

Approximately 20 Minutes.

Background:

In October 2017, we started the process of conducting a Needs Analysis of our current Fire Stations. We developed a Fire Programming Team and worked with Pivot North to complete the process. The Programming Team presented its final report to Council and we asked Council to appoint a citizen advisory group to validate the programming solution and make a final recommendation to Council.

On August 13, 2018, the Council formed the Fire Station Advisory Committee. The committee members, Bob Charlton, Taenia Hudson, Debbie Dane, Mat Morrison, Leroy Hardcourt, Todd Rambur, Tami Gooding and Councilmember Chris Reid were tasked with exploring the feasibility of remodeling or building four fire stations in our community. The Fire Station Advisory Committee was expected to help lead the following initiatives: validate the programming solution as recommended by the Fire Station Programming Team, consider current locations of Fire Stations related to the recommendations and to help identify funding solutions for the project.

On December 17, 2018, the Fire Station Committee made the following recommendations to Council:

- Due to the age and physical condition of the current stations, build three new Fire Stations (Station #1, #2 and #3) - addressing the current and future programming needs of the Fire Department and correcting the deficiencies identified in the Needs Analysis
- Re-purpose the previous Station #1 facility for the Police Department
- Begin the phased construction of a Training Center to meet the current and future needs of the Fire Department.
- Total project budget \$35,403,657
- Utilize a twenty (20) year General Obligation Bond to finance the project.

The Council accepted the recommendation of the Fire Station Advisory Committee and directed staff to prepare a Bond Ordinance and Resolution to place a General Obligation Bond on the May ballot.

John McDevitt, Skinner Fawcett LLP, has prepared the General Obligation Bond Election Ordinance and Resolution for your review and approval. Christian Anderson, Zions Public Finance, compiled the financial information contained within the documents. Mr. McDevitt and Mr. Anderson will be available to present their respective information and answer questions the Council may have.

Staff recommends that the Council approve the General Obligation Bond Election Ordinance and the Official Intent Resolution.

Approval Process:

Majority vote of Council.

Budget Impact:

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that Council approve the General Obligation Bond Election Ordinance and the Official Intent Resolution.

Attachments:

1. 2018_TFFD_Facility Planning Report_SM
2. Summary of Ordinance
3. Election Ordinance Final
4. Official Intent Resolution



TWIN FALLS FIRE DEPARTMENT

*Twin Falls, Idaho
Fall 2018*

Facility Planning Report

RICE*fergus***MILLER**

PIVOT NORTH
architecture



The background of the page features a large, semi-transparent Maltese cross logo of the Twin Falls Fire Department. The cross is black with a red outline. Inside the cross, the words "TWIN FALLS" are written in white, bold, sans-serif capital letters across the top. In the center of the cross is a large, white, stylized letter "F". Below the "F", the words "FIRE DEPT" are written in white, bold, sans-serif capital letters. At the bottom of the cross, a black banner with a white outline contains the text "EST. 1906" in white, bold, sans-serif capital letters. To the left of the cross, the words "RESCUE" and "ENGINE" are written vertically in white, bold, sans-serif capital letters. To the right of the cross, the letters "EMS" are written vertically in white, bold, sans-serif capital letters.

1.0 EXECUTIVE SUMMARY	1
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3.0 EXISTING FACILITY ASSESSMENTS	9
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1.0 EXECUTIVE SUMMARY

1.0 EXECUTIVE SUMMARY

Purpose

In the fall of 2017, the City of Twin Falls engaged Pivot North Architecture and Rice Fergus Miller to lead a Fire Department facilities planning effort. The effort included working with an Executive Steering Committee as well as a Fire Department Program Committee. The purpose of this report is to document the existing fire station facility conditions, illustrate the current department facility needs, develop facility concept designs, perform cost estimates for each station concept, and determine future facility plans for Twin Falls Fire Department.

Acknowledgements:

Steering Committee

Travis Rothweiler, City Manager
Brian Pike, Deputy City Manager
Mitch Humble, Deputy City Manager
Lorie Race, Director of Finance
Les Kenworthy, Fire Chief
Brian Cunningham, Battalion Chief
Jon Caton, Public Works Manager
Kathy Markus, Information Systems
Jim Olsen, Twin Falls Rural Fire District

Fire Department Program Committee

Brian Pike, Deputy City Manager
Ron Aguirre, Battalion Chief
Mitchell Brooks, Battalion Chief
Corey Beam, Captain
Josh Kliegl, Captain
Jesse Bowman, Driver
Joell Miller, Driver
Dallas Williamson, Firefighter
Rich Hall, Information Systems

Pivot North Architecture

Clint Sievers, Principal
Gunnar Gladics, Project Manager

Rice Fergus Miller

Dave Fergus, Principal
Ron Easterday, Principal and Project Manager

Twin Falls Fire Department Background

The Twin Falls Fire Department is a municipal subdivision of the City of Twin Falls, Idaho, and delivers emergency and fire service. The department has a combined service area of around 68.5 square miles; 50 square miles in Rural Fire District area and 18.5 square miles in the City of Twin Falls. The population served is approximately 50,000 residents in the City of Twin Falls with more from surrounding towns during business hours. There are another 5,000-10,000 in the Rural Fire District. Personnel include the Fire Chief, three Battalion Chief's, one Fire Marshall, nine Captains, twelve Driver/Operators, twenty

Firefighters, and one Administrative Assistant.

The department currently operates four fire station facilities, three of which are City stations, and one that is an Aircraft Rescue and Fire Fighting station located at the Twin Falls Airport. (ARFF)

Station 1

Station 1 is the departments headquarters station. It was constructed in 1975 and is primarily a masonry structure. It consists of approximately 13,400 square feet and includes 4 back-in apparatus bays, residential quarters for up to five responders, an administrative area, and training and meeting rooms. It houses one Type 1 engine, one 102 foot aerial apparatus, one 3,000 gallon water tender, one Type 6 brush engine, one command vehicle, and miscellaneous staff and utility vehicles.

Station 2

The oldest station in the department, Station 2 was built in 1961 of wood frame and masonry construction and is approximately 3,000 square feet. It includes two apparatus bays, one is drive-through and the other is back-in only. There are sleeping quarters for a crew of three. The building houses one engine, a reserve engine, while the FireWise trailer and rescue 2 is stored outside.

Station 3

Station 3 was built in 1979 and is approximately 3,132 square feet. It consists of wood frame and masonry construction and features two back-in apparatus bays, and sleeping quarters for four responders. A fire engine and water tender are stored inside, and a brush vehicle and hazardous materials trailer are stored outside.

Station 4

The ARFF station exclusively serves Joslin Field Airport, which is approximately 2,959 square feet, and is constructed of masonry. The facility includes two drive-through bays for an ARFF apparatus and a reserve engine. There are no residential quarters at the station, but there is a small day room with limited kitchen facilities included.

Existing Facility Assessment

Parallel to the program process, each fire station was observed to assess physical condition and age. Grades were given to each facility component and a total average score was calculated. Facility scores are based on a rank from 1-5. Facilities scoring a 1-3 should consider replacement, 3-4 should consider upgrades or repairs, and 4-5 should continue best practices in maintenance.

Below are the total scores for each station:

- Station 1 - 3.325
- Station 2 - 2.547
- Station 3 - 2.828

1.0 EXECUTIVE SUMMARY

- Station 4 - 4.131

Current Program Needs

The current program needs of the department serve as the foundation for the long-term capital improvement plan. This phase consisted of a series of workshops and open houses to engage a diverse representation of department personnel. The decisions were then confirmed during the Steering Committee meetings.

The team discussed specific space needs related to each station, current and future apparatus, training needs, staff needs, station placement, and fixtures, furniture, and equipment (FFE). Once all the space needs had been identified, the design team analyzed several options on all known site locations. These "Test to Fit" studies were conducted to confirm the feasibility of placing stations at each site while maintaining all the operational needs of the department now and in the future. The final program document includes spaces by use, size, and location and translates into floor plans developed in concept design.

Facility Concepts

Using information from the assessments and program process, a prototype two-story station design was created that could be applied to each site with modifications depending on individual station programming needs and site context. The two-story prototype was selected to minimize the need for large sites and reduce site development costs. The concept designs shown herein are not meant to represent final designs for each station, rather they are used to develop basic material schedules for cost estimates. Final design and appearance of the station will be determined after funding is secured.

Schedule

For the purpose of this report, it is assumed that funding for fire station facility projects would be secured by the spring of 2019. The exact schedule for each project will be based on the City's goals, current market conditions, and durations needed for design and construction.

Station 5 schedule is to be determined.

- 2019
 - Station 1 land acquisition
 - Station 2 design
 - Station 3 design
- 2020
 - Station 1 design
 - Station 2 construction
 - Station 3 construction
- 2021
 - Station 1 construction
 - Station 2 completion
 - Station 3 completion
- 2022

- Station 1 completion

Concept Cost Estimates

The following are total project budgets for each facility identified including alternates. An independent professional cost estimator was engaged to develop the hard construction cost estimates. Project expenses such as engineering and architecture fees, commissioning, specialty consultants, contingency, and others were added to complete the budget for each project.

- Station 1
 - \$11,419,476
- Station 2
 - \$10,310,746
- Station 3
 - \$8,623,435
- Station 4 to be determined
- Station 5
 - \$9,895,858 - estimate based on 2023 completion, cost will vary based on schedule.

Conclusions and Next Steps

The following are preferred next steps associated with each station facility:

- Station 1 - Build a new fire station facility on a new site in the downtown Twin Falls area. Re-purpose the previous Station 1 facility for the Police Department.
- Station 2 - Build a replacement fire station on a new site owned by Twin Falls Rural Fire Protection District located on Cheney Road near the College of Southern Idaho. Use of the prior Station 2 facility is undetermined at the time of this report.
- Station 3 - Replace the existing facility with a new fire station on the current site. Construct the new building directly to the south of the existing station, then demolish the existing station and finish site with parking.
- Station 4 ARFF - Although the station is in the need of residential quarters, the future use of this facility may change. Any improvements associated with this facility will be deferred to a later date and coordinated with the Joslin Field Airport Commission.
- Station 5 - Based on the City's population increase and call volume, the City should anticipate building a new fire station facility at the corner of Hankins Road and Filer Avenue within the next five to ten years.

The information in this report will be validated by a citizen advisory committee, then implemented in the best interest of the City of Twin Falls.

2.0 PEER FACILITY REVIEW

2.0 PEER FACILITY REVIEW

2.0 PEER FACILITY REVIEW

As part of the kick-off for the project, Pivot North and Rice Fergus Miller organized a station tour in the Puget Sound area of Washington. The goal was to give the Twin Falls Fire Department Programming Committee an opportunity to see how modern fire station design and operations are handled at a variety of agencies from Olympia to the City of Seattle. Over the two-day trip, the team visited 6 stations and 1 training facility at the four different agencies listed below.

Stations

Valley Regional Fire Authority, Auburn, Washington

- Station 33

East Side Fire & Rescue, Issaquah, Washington

- Station 72

Seattle Fire Department, Seattle, Washington

- Station 28
- Station 20
- Station 17

Olympia Fire Department, Olympia, Washington

- Station 4
- Mark Noble Regional Training Facility

Takeaways

During the two-day tour the programming committee was able to see many features of contemporary fire station design and operations. At the end of the last tour the design team led a discussion to determine what the programming committee felt were some of the biggest take-away items to implement during the upcoming programming exercise. In addition to the below narrative, a detailed account of the minutes can be found in the appendix of this report.

In the kitchen, living, and work areas the main discussion items revolved around types of finishes that would provide the most durability and longevity, while still creating a sense of “home”. The team also discussed some of the adjacencies that would work best for their operations, such as the work areas that had visibility of the front entry and the apparatus bay apron. In the sleeping quarters areas, the team expressed interest in having lockers outside of the sleep rooms as well as optimizing the layout for quicker turn out time.

In the operational areas such as the apparatus bay, the team expressed the importance of having drive-through bays as well as having a slip-resistance floor finish to avoid slips and accidents. Also discussed was the importance of health and safety with items such as decontaminate rooms and separate bunker gear storage to avoid contamination.

In review of the exterior and site development the team expressed the need for the public to be able to easily recognize that the building is a public facility, specifically

a fire station. The team was also drawn to stations that incorporated opportunities and props for on site training.

The tours gave the team a common basis on which to begin room-by-room programming as well as knowledge of how spaces should be organized within the building and on the site. As part of the documentation a visual record of the tours is included in the appendix with notes on specific items of interest.



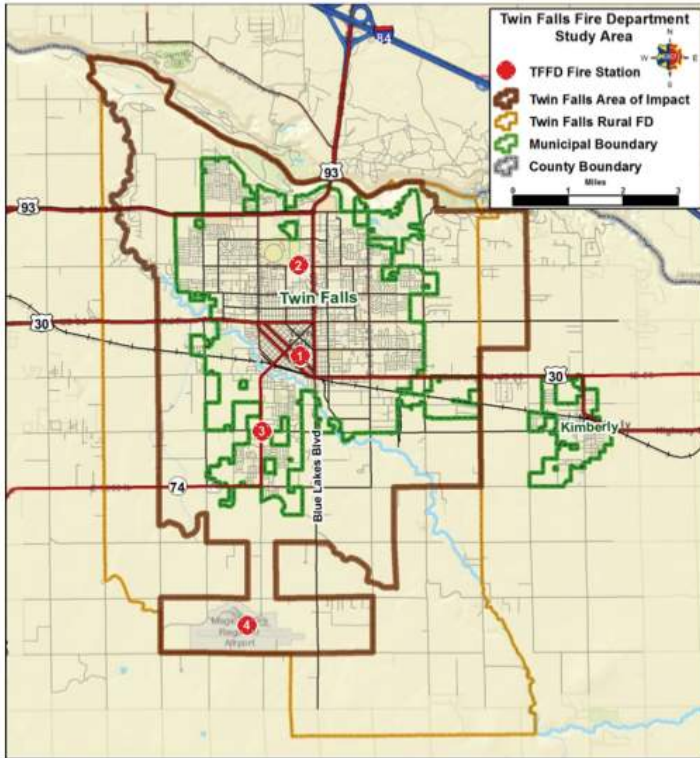
2.0 PEER FACILITY REVIEW

3.0 EXISTING FACILITY ASSESSMENTS

3.0 EXISTING FACILITY ASSESSMENTS

3.0 EXISTING FACILITY ASSESSMENTS

The City of Twin Falls Fire Department consists of four buildings and two outdoor storage sheds located on four different sites across the city and the airport. The building structures range in age from 1960's era (Station 2), to the most recent addition of the ARFF building located at the Airport, which was built in 1999. The four facilities house all of the departments personnel including administration and command staff.



Produced by ESCI, Inc., Fire Department Service Delivery and Station Location Analysis, September 2016

Department Facility Operational Deficiencies

The Fire Department has taken remarkable care of their existing facilities given their age. However, minimal investment has been made in updating the facilities

within the past 20 to 30 years. Most of the facilities were designed in the mid-twentieth century, and have a number of operational deficiencies pertaining to modern fire services. These items are detailed in each report, and a few prominent items have been listed below:

- The buildings do not support the increase in women in the fire service industry. There are no women's rest rooms or locker rooms within the facilities.
- Many standards set by the National Fire Protection Association including decontamination cannot be followed. The existing facilities do not have decontamination rooms for contaminated gear to be cleaned once firefighters return from a call.
- Existing facility layouts do not allow for adequate separation between dirty equipment and clean living areas. Research has shown this can lead to long-term health risks for firefighters.
- Access to the public and visibility to the community insufficient. Current fire stations are not open to the public and do not offer communities a secure place to easily access.
- The facilities do not meet current building, ADA, essential facility, and life safety code requirements.
- Existing facilities are not energy efficient.
- The existing stations have inefficient floor plan layouts and do not support quick 'turn-out' times. Response times can be improved with more efficient plans and station locations, which will increase public health and safety.
- There is insufficient personnel and apparatus capacity for current and future needs. The department has been operating for decades with its current facilities. Recent population and industry growth requires new facilities to maintain public health and safety.
- There are no training opportunities available regionally or at station locations. Adequate training facilities will allow the department to more easily meet NFPA standards, improve the effectiveness of the firefighters, and allow them to better serve the community.

Table 1 – Note: facility scores are base on a rank from 1-5. Facilities scoring a 1-3 should consider replacement, 3-4 should consider upgrades or repairs, and 4-5 should continue best practices in maintenance.

Facilities Summary Table					
Station	Year Built	Lot Size	Building Size(sf)	Facility Score	
Station 1	1974	1.076	13,400	3.325	
Station 2	1960's	1.57	~3,000	2.547	
Station 3	1970's	1.02	3,132	2.828	
Station 4	1999	NA	3,959	4.131	

3.0 EXISTING FACILITY ASSESSMENTS

Station Assessments

Station 1

Station 1 serves as the Fire Department's headquarters building and is located on a lot that houses a variety of police functions. The building was completed in 1974 to replace the city's original downtown station that has since been demolished. The building underwent one upgrade, which consisted of exterior improvements: adding insulation and removing windows from the exterior.

The physical building is in moderate condition with the exception of the roof and roof membrane, which are in need of re-design and rebuild. Maintenance and cleaning practices have preserved conditions on the interior of the station.

Operationally, the facility is outdated and does not support best practices in fire services. Notably, the station does not address ventilation in the apparatus bay adequately or provide separate space for bunker gear cleaning

and storage. With the lack of site space, truck checks and training are very difficult to carry out and maintain operational effectiveness.

Station 2

Station 2 provides coverage for the Northwest portion of the city and is currently located on Falls Ave. This station was built in the 1960's and supports a single engine crew, has two apparatus bays, and one outdoor vehicle storage shed. No apparent upgrades have been made to the facility, only repair and maintenance.

The building is in poor shape and has several issues that need to be resolved. The exterior wall and roof systems need to be repaired or replaced. Upon interior inspection, leaks were noted in some of the plumbing systems and has caused damage to other interior finish systems. Currently the building lacks a fire protection system that the department would like to include at each of their facilities.



Station 1



Station 2

3.0 EXISTING FACILITY ASSESSMENTS

The facility is not operationally functional to continue to support emergency services in the future. The apparatus apron front is on Falls Ave which can be too busy to pull out into traffic in a timely manner. Additionally, the grade change between the street and the station puts extra wear and tear on the engines. The facility lacks appropriate ventilation in the apparatus bay and support spaces. The living quarters only has one toilet and shower room, which is in poor condition.

Station 3

Station 3 provides coverage for the South end of the city and is currently located on the SE corner of Washington and Orchard. This station was built in the 1970's and supports a single engine company with two apparatus

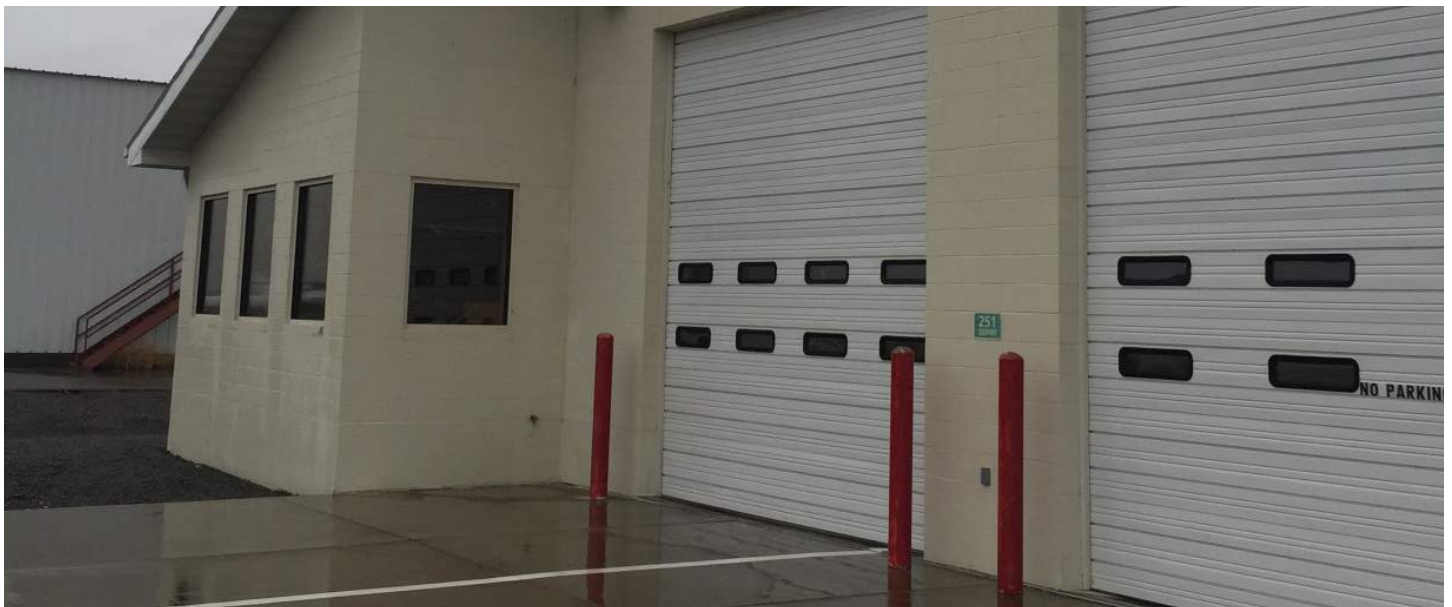
bays and one outdoor vehicle storage shed. No major upgrades for modifications have been made to the building since construction.

The building is in moderate condition and could be a candidate for renovation or remodel, however the current station siting and layout is not conducive to constructing additional space or improving operational functionality. The station lacks any capacity to add electrical service and currently has no sprinkler or central alarm system. Most of the interior finishes and casework needs to be upgraded or replaced.

The facility's unique operational issue includes sleep rooms that face a busy intersection, causing difficulty



Station 3



Station 4 (ARFF)

3.0 EXISTING FACILITY ASSESSMENTS

sleeping and posing a safety hazard from traffic accidents. Sleeping quarters are not in an ideal layout, especially when supporting an additional crew member relocating from Station 4 (ARFF).

Station 4

The Airport Rescue and Fire Fighting (ARFF) building, also known as Station 4 is located off of Airport Road, which is directly South of Station 3. The station currently supports a one person crew for daytime operations only and has two drive-through apparatus bays. No major modification or upgrades have been made since the

original construction in 1999.

Both the building and site are in good condition. Some signs of cracking were observed in the CMU bearing walls and should be patched to avoid water intrusion. The current building lacks a fire sprinkler system and should be added per departmental policy.

Operationally, the department would like the ability to staff this facility 24 hours a day. To achieve this, the addition of sleep rooms and upgrades to the kitchenette and living area would need to take place at a minimum.



4.0 CURRENT PROGRAM NEEDS

4.0 CURRENT PROGRAM NEEDS

4.0 CURRENT PROGRAM NEEDS

Programming for each station was conducted from the fall of 2017 through the spring of 2018. During this time the design team engaged the programming committee in three separate two-day workshops. The goal for the programming study was to determine existing space needs and plan for growth 20-30 years into the future. During these workshops, current and future staffing and major equipment were identified and included into planning documents below. Discussions identified the need for training opportunities, EMS support spaces, and police micro-station space.

Base programming identified individual space needs for existing stations 1 through 4 and a future station 5. Each station's base program was further divided into the following categories: Operations, Living Quarters, Public and Front of the House. A summary of the base program square footage is provided on page 18-19. Alternative elements were identified specifically for each station. These include Training Components, an added apparatus bay, EMS Components, and Police Micro-Station at Station 2.



4.0 CURRENT PROGRAM NEEDS

Operations

Apparatus Bay
Decon
Shop
Air Room
Fill Station
Clean Project Room
App Bay Restroom
Bunker Gear Storage
Snow Removal Equipment Sto.
General Storage
App Bay Janitorial
Spinkler / Compressor Room
Foam Storage
<i>Subtotal</i>

Living Quarters

Individual Sleep Rooms
Individual Restroom/Showers
Kitchen
Dining
Dayroom
Fitness
Laundry
Janitorial
<i>Subtotal</i>

Public and Front of the House

Public Lobby
Public Restrooms
Community Room
Community / Training Room
Firefighter Work Area
Station Captain - Office
Station Captain - Sleep Room
Restroom/Shower - Captain & FF Work Area
Battalion Chief - Office
Battalion Chief - Sleep Room
Battalion Chief - Restroom/Shower
Administrative Assistant
Fire Marshal
Deputy Chief
Fire Chief
(2) Training Officers
Office - Growth
Copy / Supplies / Storage
Communications Room (IS)
<i>Subtotal</i>

Subtotal

Allowance for Mechanical / Electrical

Allowance for Circulation

Total Anticipated Base Square Footage

Station 1 (Headquarters)	Station 2 (Training)	Station 3	Station 4 (ARFF)	Station 5
2nd Avenue and Jerome	Washington and Cheney	Washington and Orchard	Airport	Filer and Hankins

6,120	5,600	4,320	1,932	4,320
110	110	110		110
140	140	100	124	100
120	120	-		-
		80		80
200	-	-		-
64	64	64		64
323	255	255		255
80	80	80		80
200	200	120		120
64	64	64		64
60	60	60		60
			228	
7,481	6,693	5,253	2,284	5,253

1,152	864	864	288	864
384	288	288	88	288
360	280	280		280
360	272	272		272
576	468	468		468
640	640	640		640
120	120	120		120
64	64	64		64
3,656	2,996	2,996	376	2,996

240	240	240		240
128	128	128		128
400	400	-		-
-	-	400		400
468	468	468	360	468
174	174	174		174
90	90	90		90
96	96	96		96
222	-	-		-
90				
96				
100	-	-		-
168	-	-		-
168	-	-		-
216	-	-		-
-	336	-		-
336	168	-		-
192			64	
100	100	100		100
3,284	2,200	1,696	424	1,696

14,421

11,889

9,945

3,084

9,945

10% 1,442

1,189

995

308

995

15% 2,163

1,783

1,492

463

1,492

18,026

14,861

12,431

3,855

12,431

4.0 CURRENT PROGRAM NEEDS

Training Components, if elected

Training Room		884	1,824			
Training Room Storage		144	192			
Training Room Restrooms		372	432			
Allowance for Mechanical / Electrical	10%	140	245	-	-	-
Allowance for Circulation	15%	210	367	-	-	-
Subtotal		1,750	3,060	-	-	-

EMS Components, if elected

(2) Individual Sleep Rooms		288	288	288	-	288
(1) Individual Restroom/Shower		96	96	96	-	96
Increased size of Kitchen (45sf/pp)		90	90	90	-	90
Increased size of Dining (45sf/pp)		90	90	90	-	90
Increased size of Dayroom (75sf/pp)		150	150	150	-	150
EMS Storage & Supplies		120	120	120	-	120
EMS Office & Work Area		250	250	250	-	250
Allowance for Mechanical / Electrical	10%	108	108	108	-	108
Allowance for Circulation	15%	163	163	163	-	163
Subtotal		1,355	1,355	1,355	-	1,355

Police Micro-Station, if elected

Police Office & Work Area		-	288	-	-	-
Allowance for Mechanical / Electrical	10%	-	29	-	-	-
Allowance for Circulation	15%	-	43	-	-	-
Subtotal		-	360	-	-	-

Total Square Footage, including ALL Alternates

21,131	19,636	13,786	3,855	13,786
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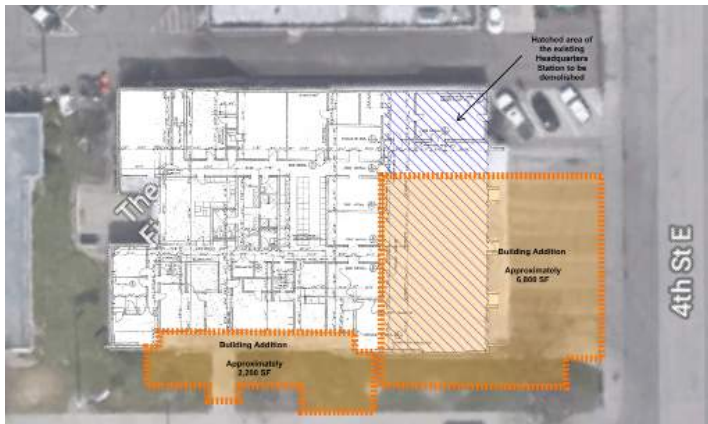


Test to Fit Studies

Next, the design team organized the required program elements on the sites identified. The purpose of this exercise was to identify how each station's program and major operational goals could be achieved on the site provided. The 'test to fit' diagrams were further refined and multiple approaches to each station were considered. These exercises were not meant to represent final plan layouts, but to confirm that required program elements could fit the site. Further design and refinement will be required upon entering into the design of each station.



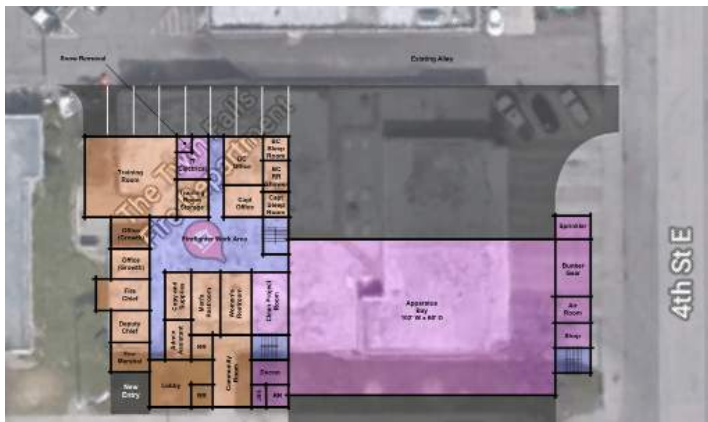
4.0 CURRENT PROGRAM NEEDS



Station 1 Option A and B



Station 1 Option A and B



Station 1 Option C First Floor



Station 1 Option C Second Floor

Station 1

Station 1 includes four options that meet basic program needs.

- Option A - major renovation of the existing station on the existing site.
- Option B - new single-story construction on the existing site.
- Option C - new two-story construction on the existing site.
- Option D - new station at a new site.

Option A would require significant demolition and additions to the existing station to enable it to meet current program needs. This option would be the most complicated and cost as much or more than a new facility, therefore, it was not a preferred option.

Option B is a new facility constructed on the existing site. This scenario would include demolition of the existing building and displacing the existing station operations to a temporary location while the new station is built. Due to the added cost and disruption to fire department operations, this option was dismissed.

Option C includes a new two-story facility on the existing site. This option would allow for better site circulation and would fit current program needs easier, but would also come with significant challenges:

- Temporary displacement of operations would be needed while the new facility is constructed.
- There is an existing main electrical transformer located behind the station which conflicts with apparatus pathways as they enter the station.
- Parking for firefighters and public would be insufficient.
- The front apron may not be large enough to allow apparatus to fully exit the station without entering 2nd Avenue East.

For these reasons, option C was not selected.

Option D includes constructing a new station on a new site in the downtown Twin Falls area. Although a new site was not selected during this process, it was determined that it is possible to find a new site in the downtown area that would meet the current program needs better than Options A through C. In addition, this option would vacate the existing Station 1 facility, which could be used for Police Department growth or other City departments. This option has the best long-term value for fire and police departments, and does not affect fire department operations during construction. For those reasons, this was the preferred option for Station 1.

4.0 CURRENT PROGRAM NEEDS

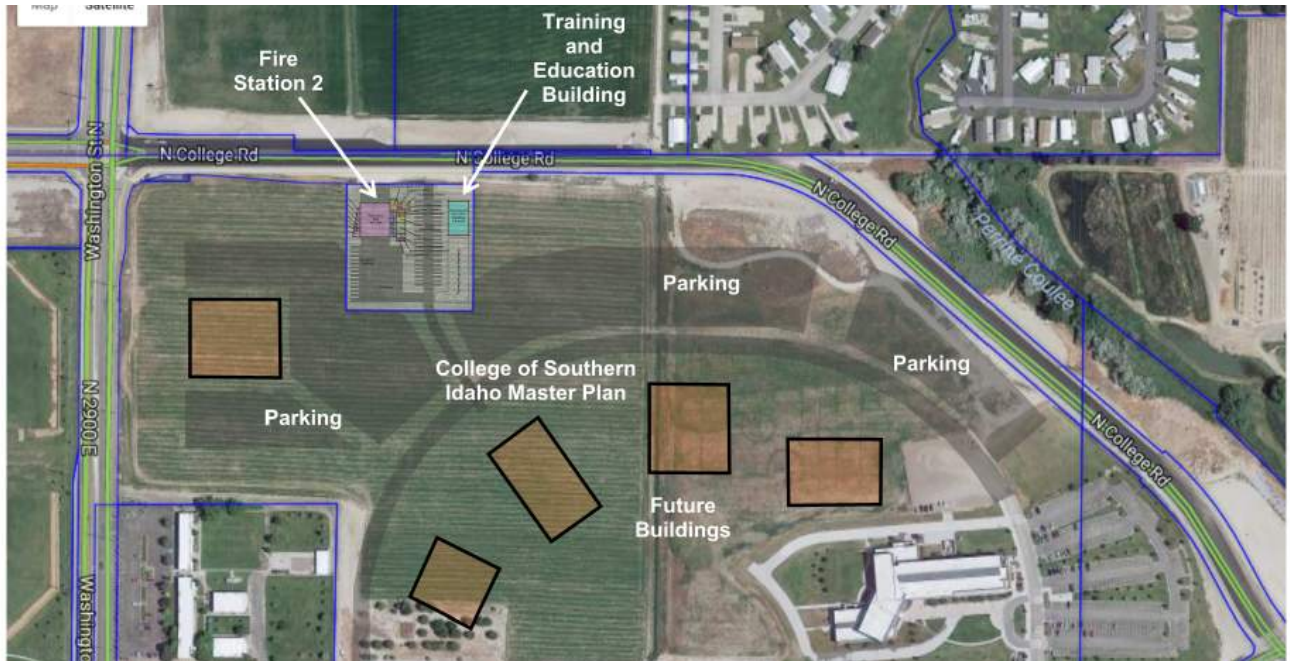
Station 2

Based on the facility assessments and operational deficiencies, the existing Station 2 cannot meet the Fire Departments current or future needs. The Station 2 'test to fit' study was conducted on the property purchased by the Twin Falls Rural Fire Protection District near the College of Southern Idaho. This location was confirmed by the ESCI study for response time performance.

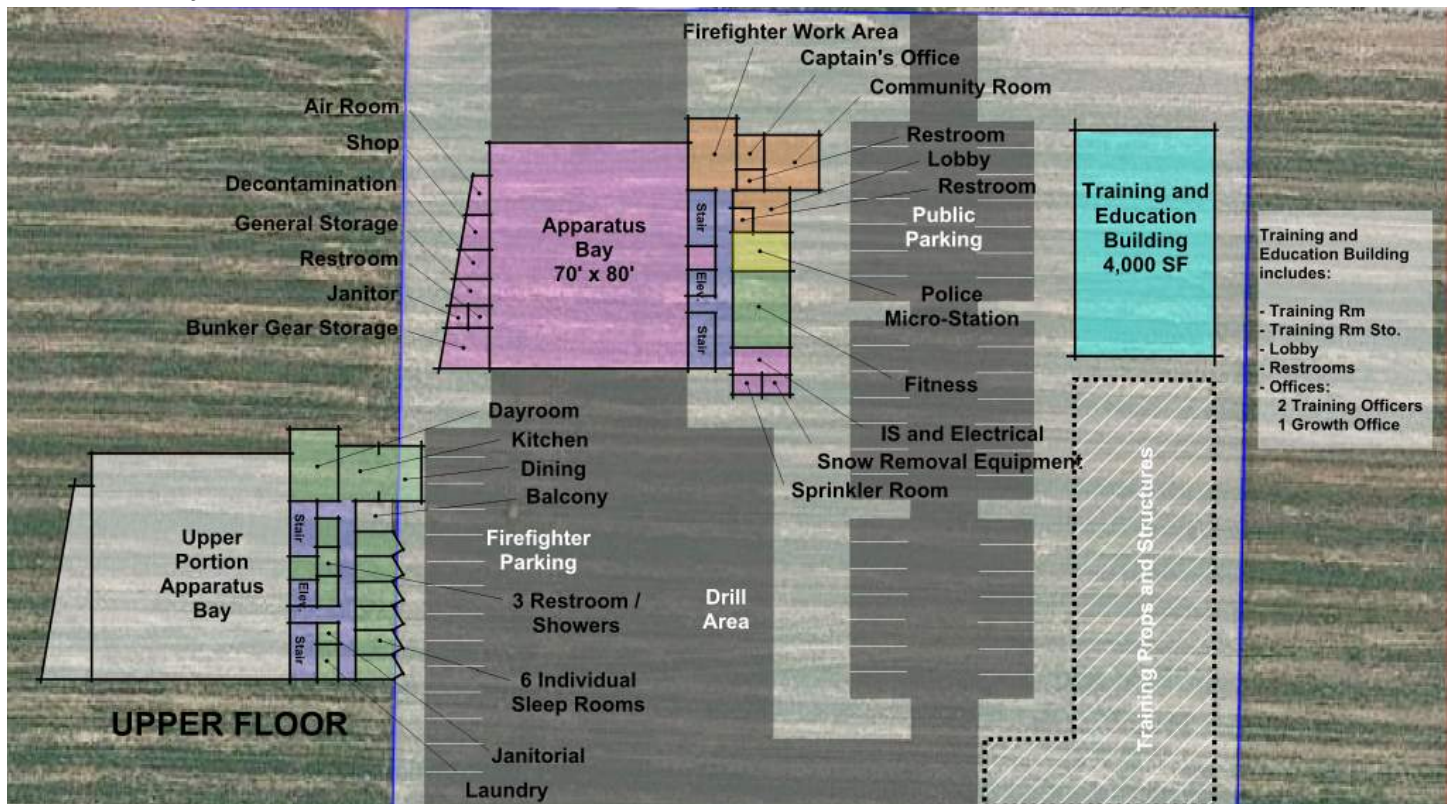
The new facility constructed on this site is similar in program to Stations 3 and 5. Included in the building is a

police micro-station to serve as a remote location for the northwest area of Twin Falls. This includes work area for two officers and has a separate secure entrance.

A training and education was also planned on this site. This facility could serve as the central training center for the department and could be a collaborative facility shared with community partners. Depending on the City's goals and community partners, this facility could be constructed here or on another site.



Station 2 Vicinity Plan



Station 2 Site Enlarged

4.0 CURRENT PROGRAM NEEDS

Station 3

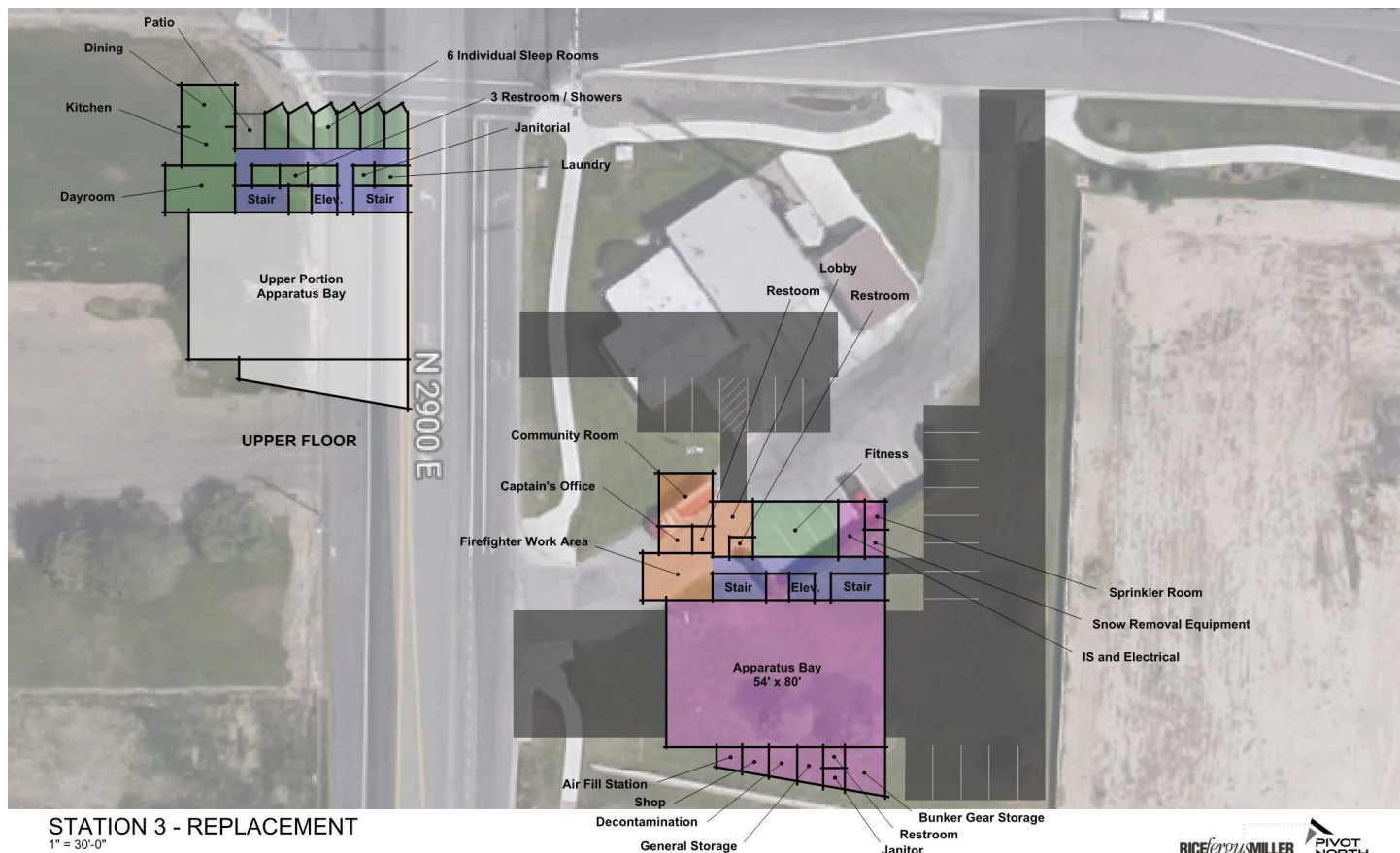
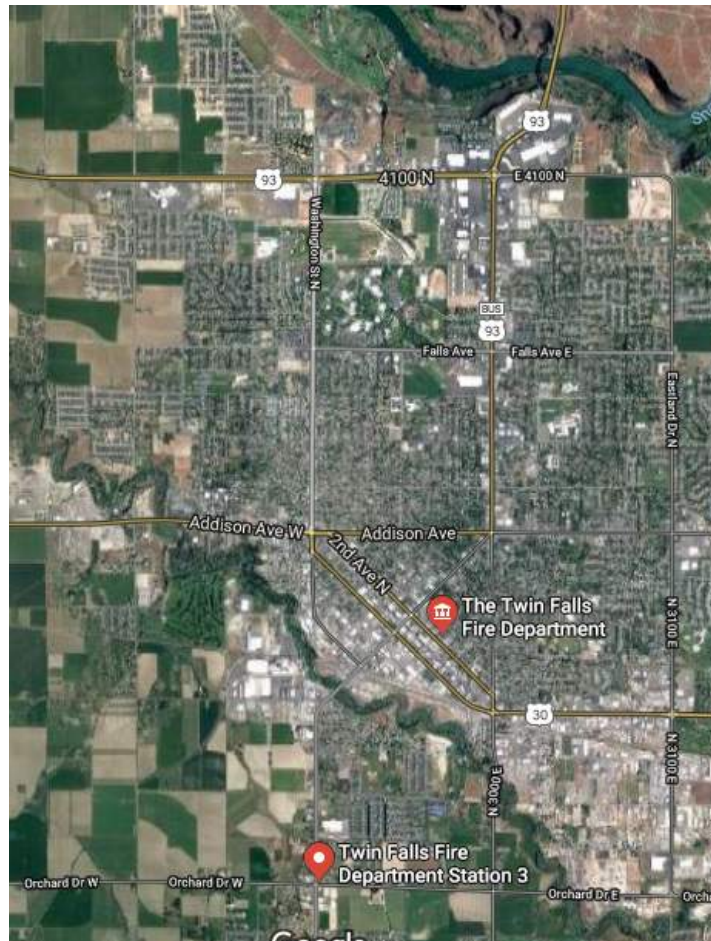
Station 3 included three options for the 'test to fit' study:

- Option A - new construction on the existing site.
- Option B - remodel existing station 3 structure to include all new program elements.
- Option C - purchase a new site to accommodate a new station.

Option A allows for the continued operations of the existing station while the new station is constructed. Once the new station is completed the old building would be demolished and additional site elements could be constructed. This option was preferred.

Option B was dismissed because it would not be possible to accommodate current or future program elements within the existing structure. In addition, to upgrade the facility to meet ADA, life safety, and essential facility codes would be extremely intrusive to operations and still leave the City with a building over 40 years old.

Option C did not include a 'test to fit' study since no site was identified. There are possible sites to consider in this area of Twin Falls. The City will continue to consider new sites for Station 3 if beneficial circumstances arise.



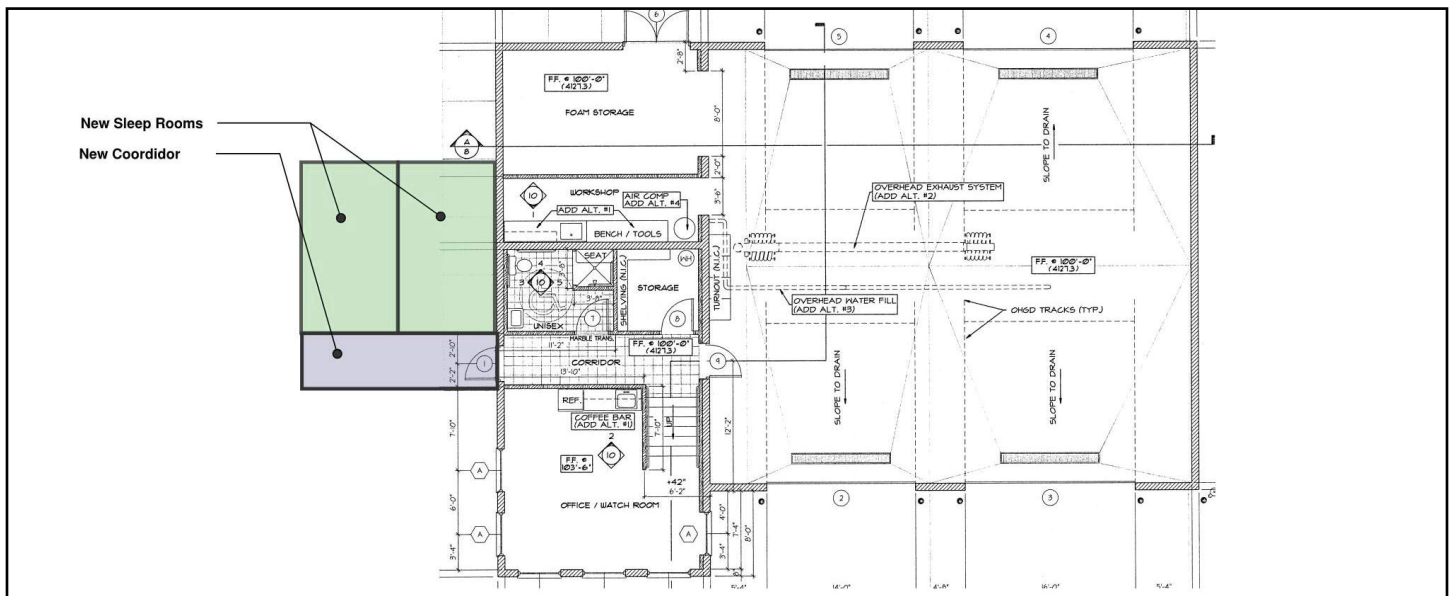
4.0 CURRENT PROGRAM NEEDS

Station 4

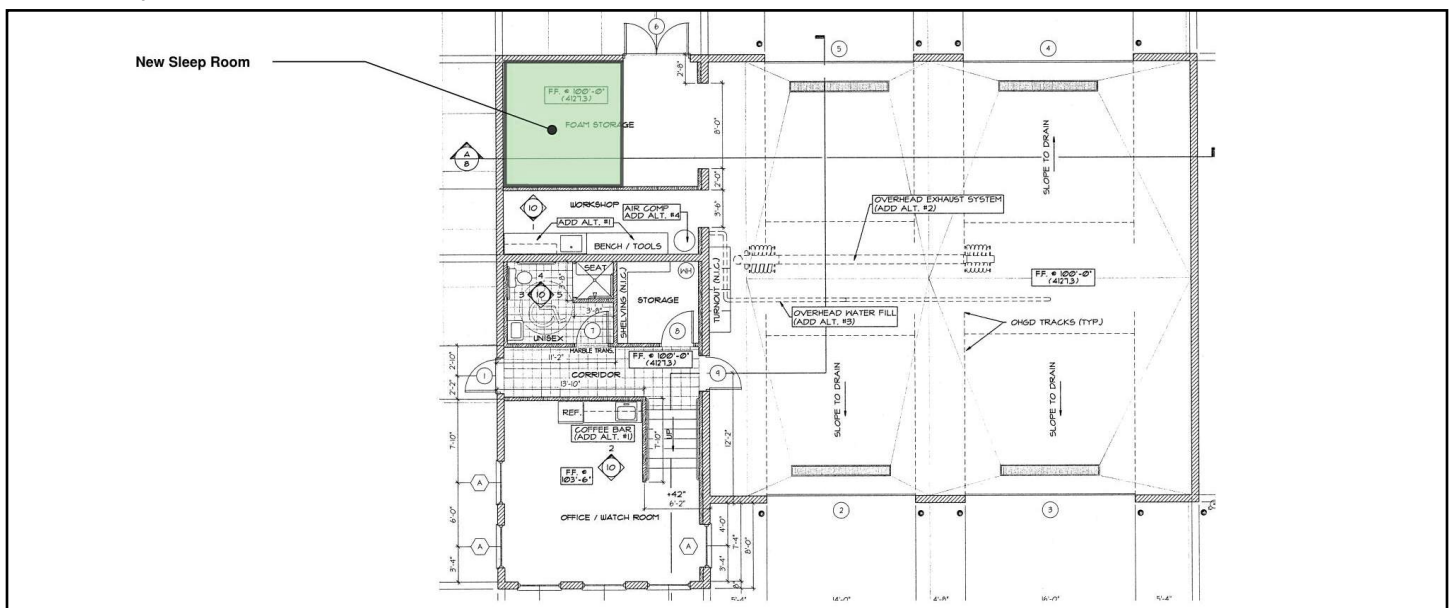
Station 4 Airport Rescue and Fire Fighting (ARFF) 'test to fit' study included three options for future growth.

- Option A - addition to the west side of the existing structure to provide two sleep rooms.
- Option B - remodel storage space within the existing structure to add one sleep room.
- Option C - defer until the airport master plan has been completed, which may include moving the station and FAA funding. A new station would be 6,000-11,000 square feet depending on program.

The first two options provided for expanded function at the existing site. The third option was most favorable for Station 4 to ensure coordination with the Airport Master Plan. At the time of this report, it was understood that the airport is planning to update their master plan in two to five years. The executive steering committee will continue to collaborate with airport planning personnel.



Station 4 Option A



Station 4 Option B

4.0 CURRENT PROGRAM NEEDS

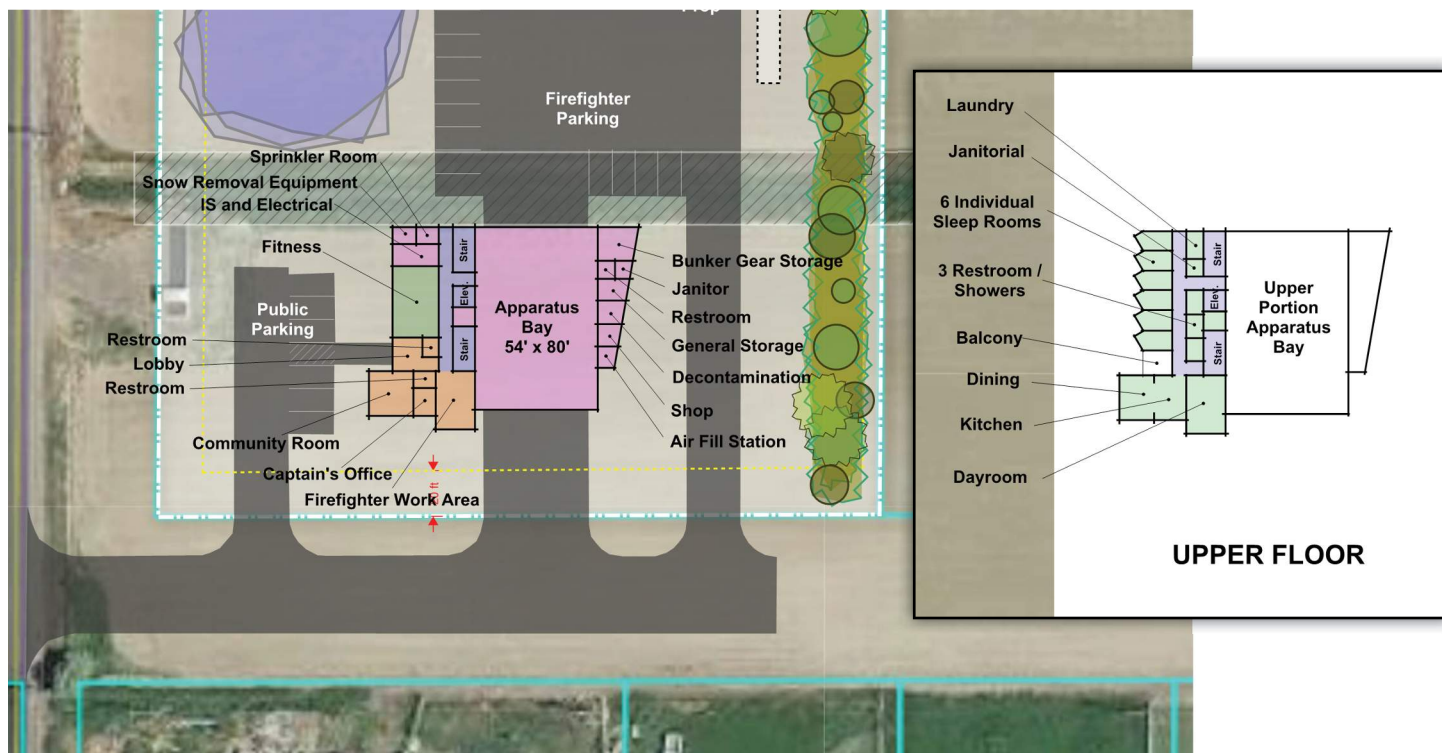
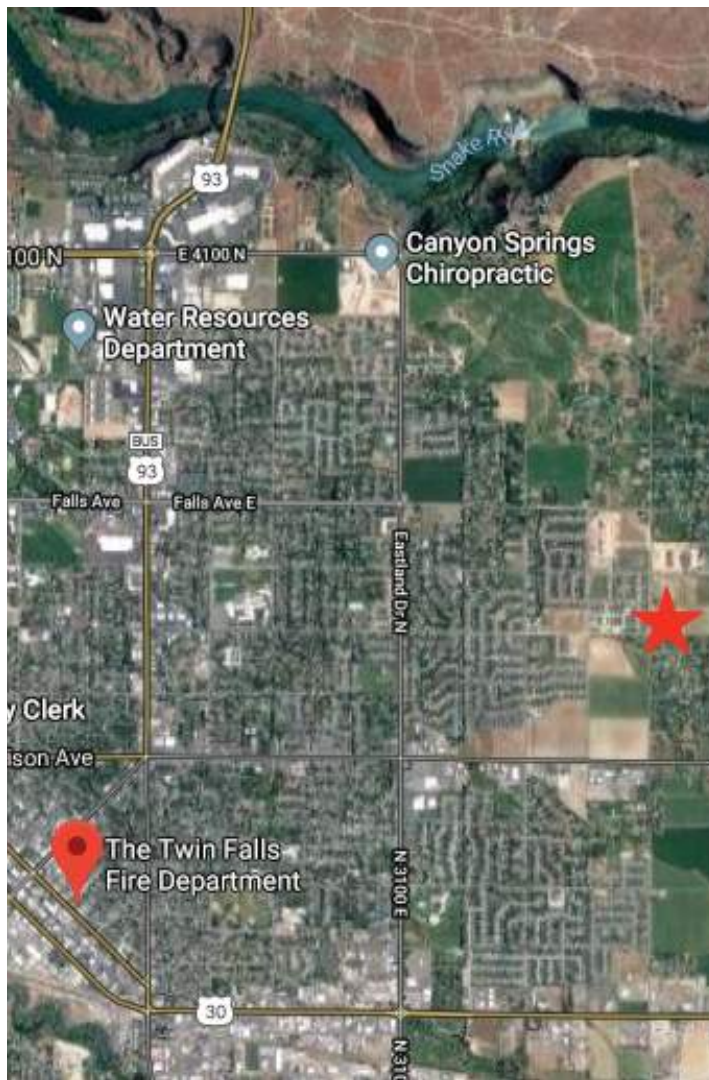
Station 5

Station 5 is a new station located at the corner of Hankins Road and Filer Avenue. The options studied include:

- Option A - new construction and immediate site work needed for station operation with no training grounds or props included.
- Option B - new construction, immediate site work, and training facilities included.

Because this site is large enough to accommodate training facilities, it was included as a 'test to fit' option. Training requirements were reviewed and considered including confined space, water rescue, trench rescue, live fire props, extrication, rappelling, and ventilation props. Ultimately, because of the residential neighborhood which surrounds the site, it was decided that training would be better located elsewhere.

Station 5 shares a site with one of the City's pressurized irrigation pump and reservoir locations as well as an Intermountain Gas equipment site. To strengthen the pressurized irrigation infrastructure and reduce sediment, it will be necessary to construct a setting pond on the site. The pond was located directly to the north of the station. The exact size, shape, and depth of the pond will be determined during design and construction of the site. The City has an agreement with Intermountain Gas regarding the access of their equipment for maintenance purposes. This location is also to the north of the station and access can easily be maintained to honor the agreement.



Station 5 Option A

4.0 CURRENT PROGRAM NEEDS

Options Analysis Matrix

After completing the 'test to fit' studies, the options were reviewed and analyzed. Seven key program and departmental goals were used to evaluate the merit of each scenario.

Key Program and Departmental Goals

- Will it meet long-term operational requirements?
- Does it avoid land acquisition cost?
- Will it avoid the cost of temporary facilities?
- Does it provide adequate parking facilities?
- Will it support other City departments?

- Will there be opportunity for Fire Department training?
- How well does it satisfy future needs and growth?

Using the program and departmental goals the team created a score for each option, ranking them from excellent (5) to unsatisfactory (1). Included is the result of the scoring exercise that determined which option meets the needs of the departments program and operations currently and into the future. In addition, the design team, with the help of the programming committee, created a detailed pros and cons report that can be found in the appendix.

		Operational Requirements	Avoids Land Acquisition	Avoid Temp. Facilities	Provides Adequate Parking	Support other city departments	Supports department training	Satisfying Future Needs		Total Score
Importance Factor		5	3	5	3	1	4	4		
Station #1										
Option A	Remodel, Existing Site	3	5	1	1	2	1	1		14
Option B	New 1 Story, Existing Site	3	5	1	1	2	1	2		15
Option C	New 2 Story, Existing Site	4	5	1	2	2	2	2		18
Option D*	New Station, New Site	5	1	5	4	5	3	5		28
Station #2										
Option A	Station + Police	4	5	5	5	3	2	4		28
Option B	Station + Training	5	5	5	5	4	5	5		34
Option C	Station + Training + Police	5	5	5	5	5	5	5		35
Station #3										
Option A	New Station, Existing Site	4	5	4	4	3	3	4		27
Option B	Remodel/Addition, Existing Site	1	5	1	2	3	1	1		14
Option C	New Station, New/Enlarged Site	5	1	5	5	3	5	5		29
Station #4										
Option A	Two Room Addition	3	5	4	5	3	3	3		26
Option B	One Room Renovation	2	5	4	5	3	3	2		24
Option C**	2020 Master Plan New ARFF Location	5	5	5	5	3	3	5		31
Station #5										
Option A	Station Only	5	5	5	5	3	3	4		30
Option B	Station + Training	5	5	5	5	3	5	5		33

* Assumes new site provides sufficient space to achieve program goals

** Assumes Airport Master Plan relocates ARFF, not part of bond related work FAA funding required

4.0 CURRENT PROGRAM NEEDS

Current and Future Apparatus

As part of the programming work it was necessary to identify the major fire fighting equipment currently owned by the city and project what apparatus would be brought on for future operations. As currently programmed, Station 1 can accommodate 10 beds, staffing both an engine and a future ladder truck company. Each of the other stations provide enough program space for 7 beds. The number of apparatus, support vehicles, specialty trailers, and ambulances directly effect the number and type of apparatus bays required. Included is a list of apparatus and fire fighting equipment that was used in programming the stations.

mapping, and to provide recommendations for the placement of existing and future stations. Most notably, the report indicated that a future station 5 should be built in the area of Filer Avenue and Hankins Road, and station 2 site should be relocated to the northwest area of the City. This report was produced before the Twin Falls Fire Department began responding to medical calls and therefore did not include information regarding call volume associated with EMS calls.

In addition to the report produced by ESCI, the City of Twin Falls engineering department provided additional GIS mapping work that included EMS responses from 2017. This information was reviewed and discussed by

Fire Apparatus

Front Line Engines
Front Line Ladders
Front Line Brush Trucks
Front Line Tenders
Heavy Rescue
Reserve Engines
<i>Subtotal</i>

Support Vehicles and Trailers

Command Vehicle
Command Vehicle
Command Vehicle
Haz Mat
Water Rescue
High Angle Rescue
Support Truck
<i>Subtotal</i>

EMS Vehicles, if required

Ambulance
<i>Subtotal</i>

Total Vehicles

Station 1 (Headquarters)	Station 2 (Training)	Station 3	Station 4 (ARFF)	Station 5
2nd Avenue and Jerome	Washington and Cheney	Washington and Orchard	Airport	Filer and Hankins
Engine 1	Engine 2	Engine 3	ARFF 4	Engine 5
Ladder 1	Ladder 2			
Brush 1	Brush 2	Brush 3		Brush 5
	Tender 2	Tender 3		Tender 5
				Heavy Rescue
	Engine 27	Engine 28	ARFF Reserve	Reserve Engine
2	5	5	2	5
Chief				
Fire Marshal				
Bat. Chief				
		Haz Mat Trailer		
	Zodiac + Truck			
	Rescue 2			
		Ford (outside)		
3	2	2		
Ambulance 1	Ambulance 2	Ambulance 3		Ambulance 5
1	1	1		1
6	8	8	2	6

Indicates Future Equip.

Furniture, Fixtures, and Equipment

In addition to the room diagrams created for the program, a detailed list of furniture, fixtures, and equipment (FFE) was identified for each space listed in the program document. This list was the basis for estimating an FFE budget for each station. Detail on each space and piece of equipment can be found in the appendix.

Station Location and Response Mapping

Prior to the initiation of this programming and concept design study, Emergency Services Consulting International (ESCI) was engaged to provide the Twin Falls Fire Department with detailed response and risk

the design team, programming committee, and steering committee in April. The analysis considered eleven options by reviewing the proposed station locations against the 2017 fire and EMS call data. There were no conclusions from the data, however, this information will continue to inform the Fire Department planning process.

Training Opportunities

One of the most important aspects of operational readiness for the fire department is training. The existing facilities offer little to no area for standard training operations and no areas with specialty training props. As part of the programming, activity training opportunities were a key discussion point. The programming committee would like to see opportunities at each station for basic

4.0 CURRENT PROGRAM NEEDS

training evolutions such as pulling an attack line, ladder drills, hoisting, and other activities. In the 'test to fit' studies, space on site was allocated to do such drills, with the most space opportunity offered at Stations 2 and 5.

In addition to basic training opportunities, the programming committee and the design team discussed opportunities for advanced or special training. These program elements include items such as a training tower, confined space rescue, drafting, ventilation props, extrication pads, and live fire props. Considering the size of each site, more elaborate props would need to take place on either the Station 2 or Station 5 sites. The

design team explored these hands-on training elements at Station 5, but concluded a regional training center located away from residential areas would better serve the needs of the City and its citizens.

The City of Twin Falls currently owns property located at 420 Victory Avenue in Twin Falls that could be a good location for more intense training activities. This site is more industrial in nature, and located away from residential areas. The City will continue to explore a regional training center at this location. Details on scope, schedule, and budget are forthcoming.



4.0 CURRENT PROGRAM NEEDS

5.0 FACILITY CONCEPTS

5.0 FACILITY CONCEPTS

Open House Design Workshop

During the third programming workshop a departmental open house was held to update staff on the progress of the programming. The design team guided an exercise to obtain department personnel's opinion of what kind of fire station design would be appropriate for the City of Twin Falls and for the Fire Department. During the exercise staff were shown a variety of station designs from around the country and were instructed to select designs that they felt were both appropriate as well as those that did not fit within the community and neighborhoods where they would be constructed.

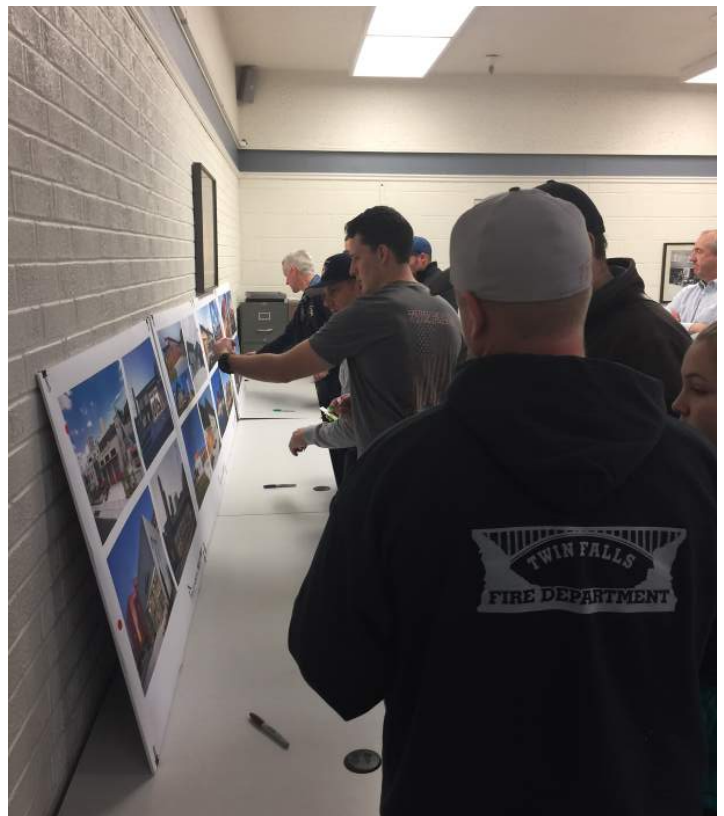
The programming committee identified common themes among the preferences during the exercise. During the discussion several key design goals were identified and listed below as items that the stations should or should not exemplify.

- Should be – Clean and simple
- Should have clarity of function – “this is a fire station”
- Should feel like “home”
- Should be a local icon or way finding feature
- Downtown should feature more brick and traditional elements
- Substations should feature smaller scale elements and warmer materials
- Should NOT look cold or industrial
- Should NOT look like existing station 3
- Should NOT look like a big house or be overly residential in nature

Design Options

After receiving input from the department, the programming committee, and steering committee, the design team started developing concept design. The purpose of the concept design is to pull all the programming spaces together into a functional station design that can provide the basis for cost estimating in this report. These concept designs are not meant to be a final design and are only representations of scope identified in programming. Once funding is secured and approvals are obtained, building design and construction would occur.

During the course of the programming and the ‘test to fit’ exercise the design and programming teams identified a two story prototype station layout that could be executed on several of the potential station sites. This prototype layout is applicable to station 2, 3, and 5. A site for Station 1 has not been selected, however, it would be similar enough to the prototype design that it could be used as a guide for the cost estimate. With the prototype design, it was necessary to generate two exterior options, Option A was meant to fit in with a more commercial or urban context while Option B was to have a more residential feel.



5.0 FACILITY CONCEPTS

Prototype Plan

There are several key goals that are addressed with the prototype plan. First, is the need for operational effectiveness. In a fire station, “turn out time” or the time that it takes the crew to don their gear and depart the station to the apparatus is key. The plan provides direct lines of circulation to the apparatus bay from all the areas of the station. Firefighters have a direct access to the door into the apparatus bay or a stair leading to the door from their main work area or the daytime living area upstairs. The sleep quarters are arranged in a straight line leading directly to the stairs with efficient access to the bays. The “living area of the station is divided into two stories; the first floor being more public in nature and providing control over where visitors have access. In order to allow more privacy for the firefighters to perform daily living activities, the kitchen, dining, restrooms, and sleeping quarters are located on the second floor.

Second, in contemporary fire station design, control of hazardous materials, carcinogens, and biohazards is paramount. When firefighters return from fires or EMS call their equipment is often contaminated and needs to be cleaned in a controlled sequence. For this reason, all the program elements such as decontamination, wash alcove, and bunker gear storage are all located away from the living area on the opposite side of the apparatus bays.

Lastly, as an important fixture in the community the fire station needs to present a strong public face. For this reason it was important to locate both the firefighter work area on the street side so that staff will have visual control of who is coming and going from the station. The community room space is also located on the street side to provide ease of way finding for the public.

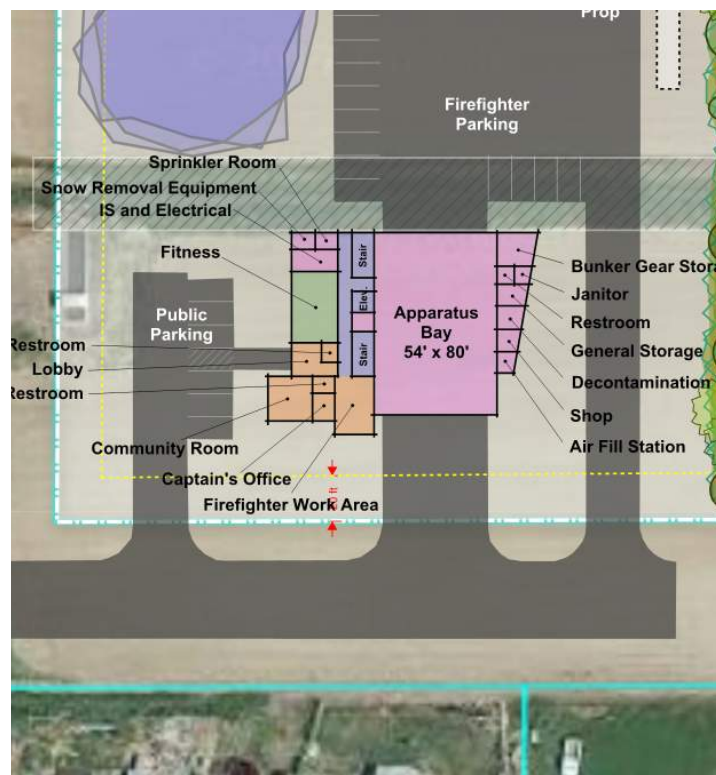
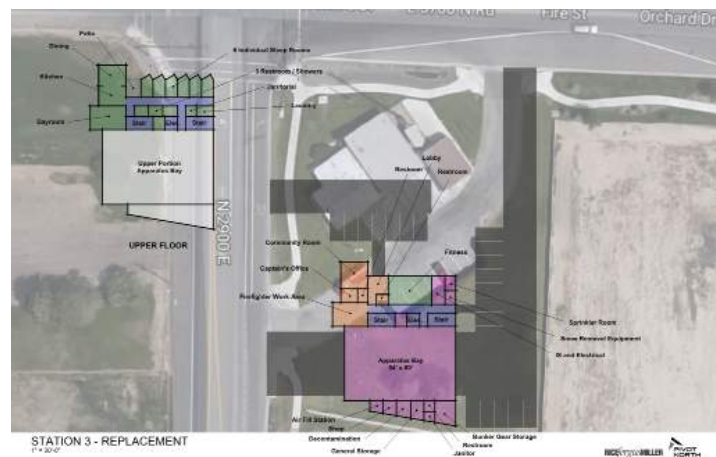
Each of the prototype plans allow for some alternative program elements to be added if it is deemed as a requirement by the programming and steering committees during final budgeting. These options include the allowance of an EMS staff component to be added to each station if desired. There are also options at Station 3 and Station 5 to add additional apparatus bays and options to add additional training room space at Station 1 and Station 2. Also included was an option to add a Police Micro-station at the Station 2 site.

No concept design for Station 4 was created because it will not be included in the facility improvement plans at this time.

Prototype Site Plan

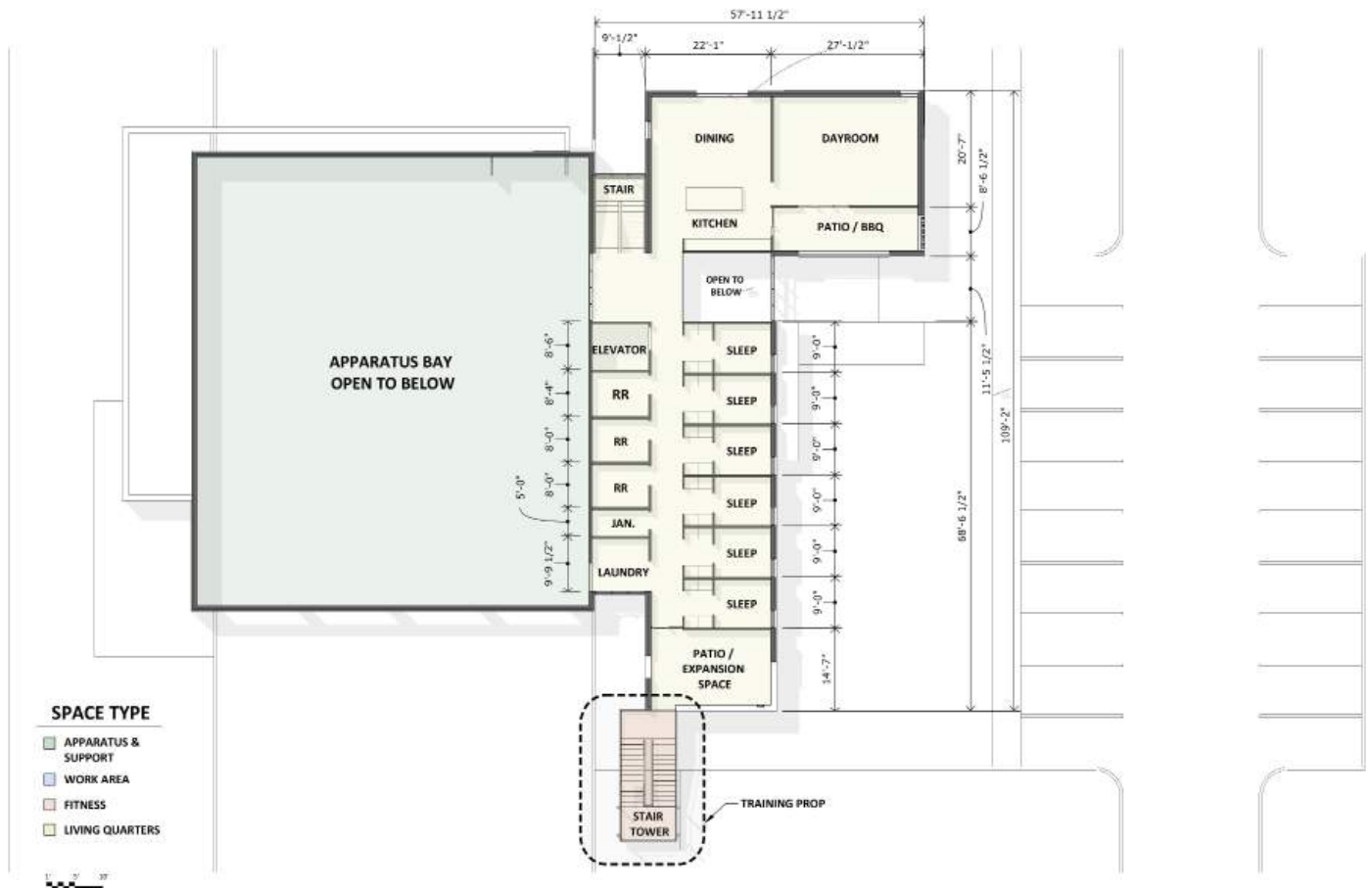
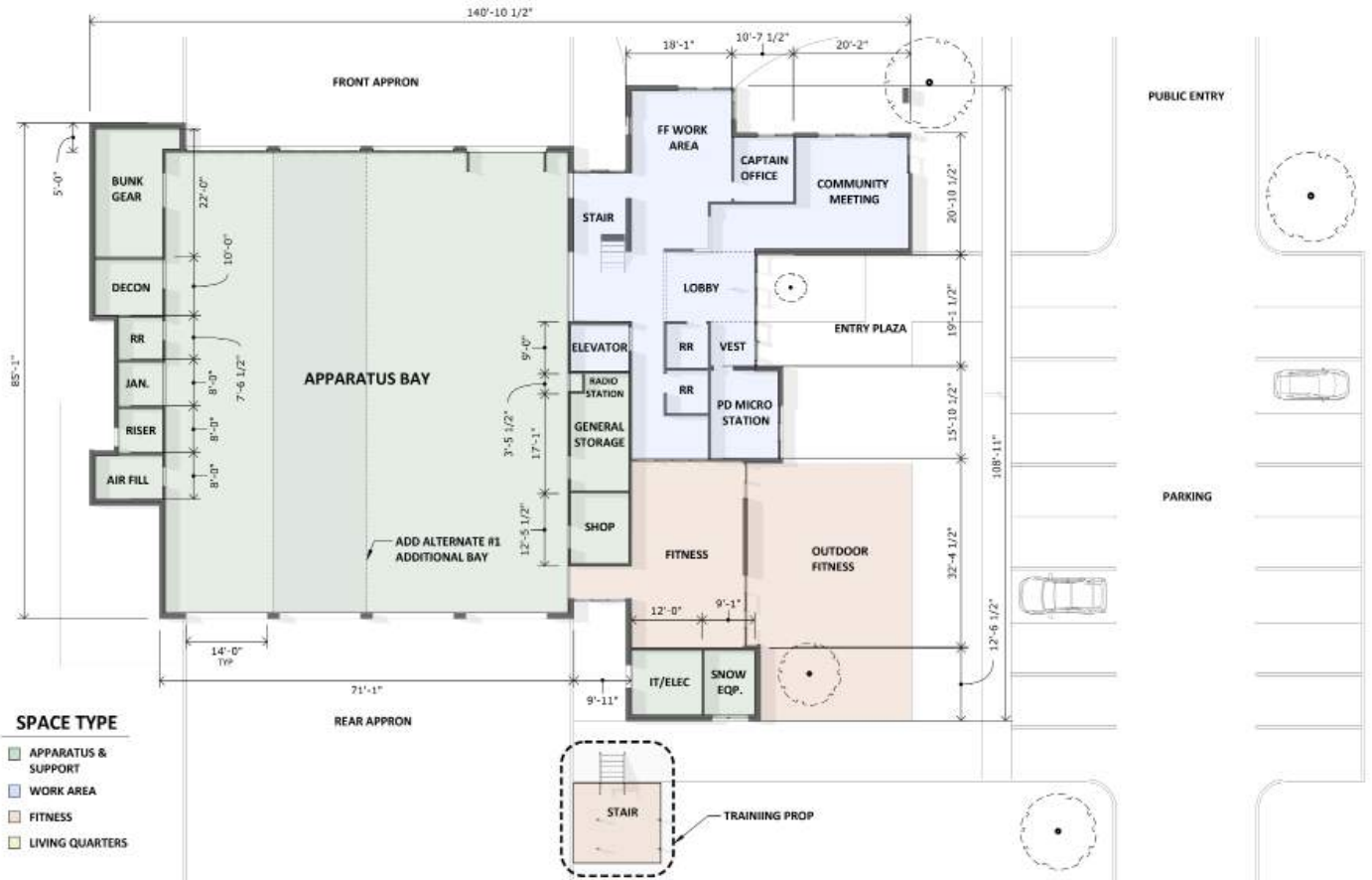
The site plan for each station will vary slightly for each of the different sites, however, there are some key similarities in each. First, apparatus bay doors and the

apron are located for efficient response to the appropriate street. This also responds to the need for the public to identify the station as the doors represent an iconic fire station element that is easily recognizable. Parking is located near the public entry of the building allowing easy access and way finding. This entry drive also serves as a drive for returning apparatus to access the back of the station and the drive through bays. This area has ample turning space that also allows for some simple department training at each station. Though the second egress stair is part of the building requirements it was purposefully placed as an exterior stair with an extra half landing to serve as part of the training opportunities afforded on each site.



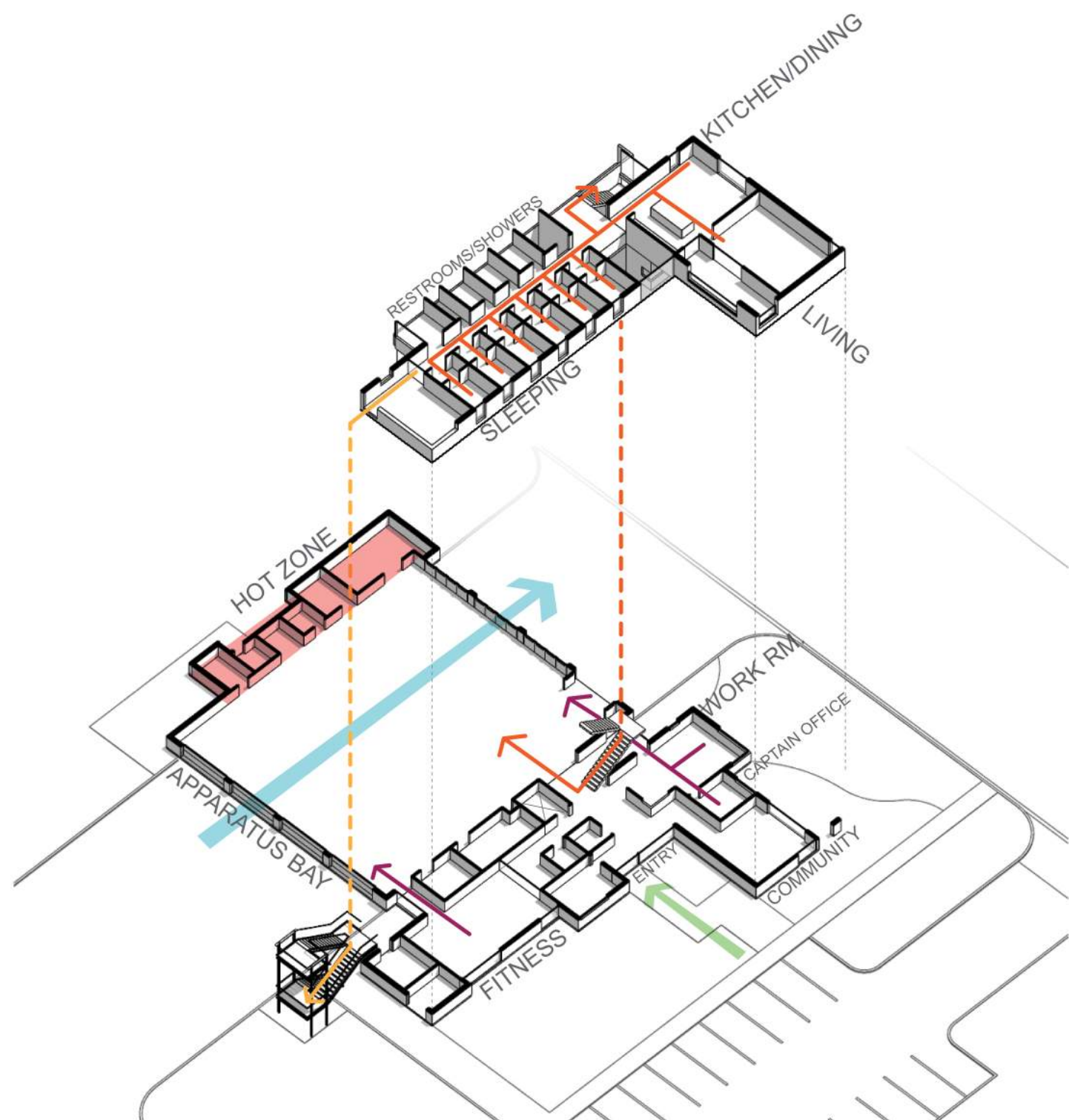
Station 5 Option A

Floor Plans - First (top) and Second (bottom)



5.0 FACILITY CONCEPTS

Floor Plan Diagram



Prototype A



5.0 FACILITY CONCEPTS

Prototype B



6.0 SCHEDULE

6.0 SCHEDULE

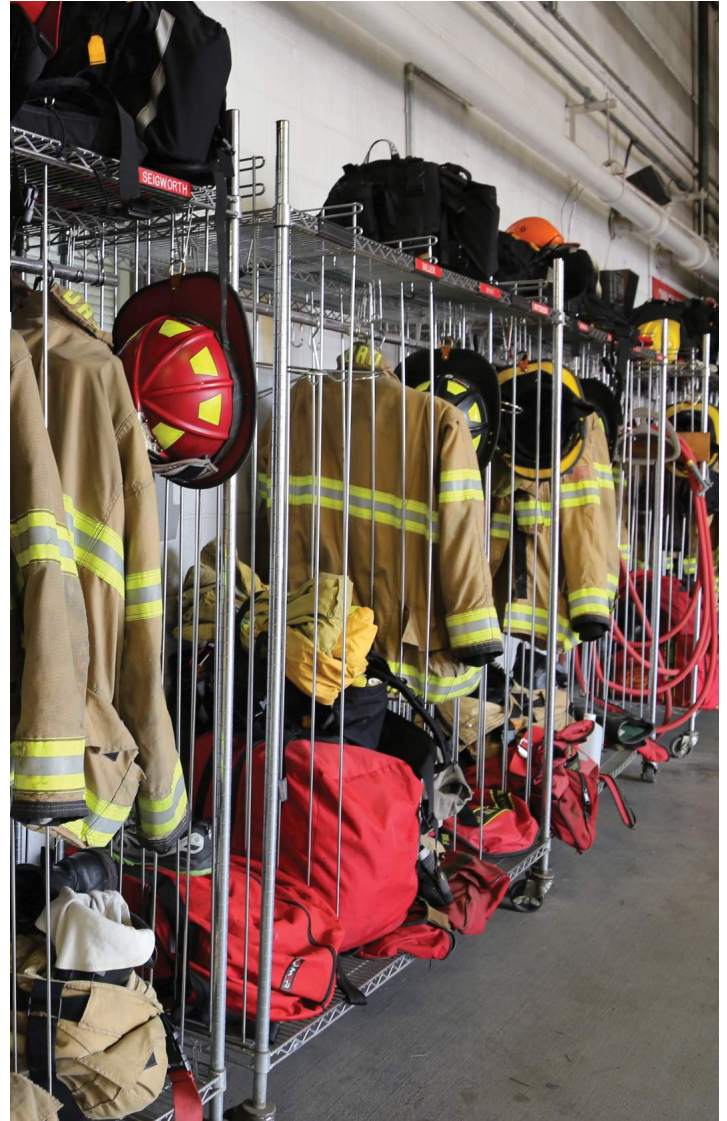
For the purpose of this report, funding for fire station facility projects would be secured by the spring of 2019. Design would commence immediately after, and construction would immediately follow design.

Sequence

Parallel to the programming process, the team determined how potential projects could be sequenced. Due to the growth in the northwest area of Twin Falls and the current condition of station 2, it was recommended that the new Station 2 is constructed first, followed by the construction of Station 3 since it will be a replacement on the existing site. Design of station 2 and 3 could be scheduled at the same time. Since Station 1 includes a new site which, hasn't been acquired, it would come after the station 3 replacement to ensure there is enough time to complete entitlements on the new site. Finally, station 5 would be completed last because the City currently does not have the resources to staff the station. This report recognizes that the design and construction of station 5 may be planned later depending on operational funding.

Duration

For planning and estimation purposes, the team has assumed ten to twelve months for design, plan review, and permitting, followed by twelve months for construction. Actual project schedules will vary depending on specific conditions.



6.0 SCHEDULE

7.0 CONCEPT COST ESTIMATES

7.0 CONCEPT COST ESTIMATES

7.0 CONCEPT COST ESTIMATES

The cost estimates included in this report are conceptual in nature and reflect the opinion of Pivot North Architecture, Rice Fergus Miller, and Cost Engineers, Inc. These costs should not be confused with actual bids. Variables such as cost of labor and material, competitive bidding, delivery method, and market conditions will impact the cost that has been provided. In addition, modifications to project schedules will impact cost.

Approach

For the hard construction cost portion of the estimate, Cost Engineers, Inc. of Salt Lake City, Utah was engaged to act as an independent cost estimator. Project Expense information was coordinated and provided by Pivot North Architecture, Rice Fergus Miller, and the City of Twin Falls.

As shown in the Concept Design portion of this report, a prototype was developed to be applied to each of the stations, except Station 4. Construction cost data was established based on the prototype design, then specific data relative to each station and its unique site requirements was incorporated to achieve an individual budget for each station.

A summary cost estimate for each station facility is included in the body of this report. Detailed hard construction cost information is included in the Appendix.

Construction Costs

Hard Construction Cost

The hard construction costs are organized by building, on-site improvements, and off-site improvements. Base costs are calculated by unit prices based on conceptual plans, together with general conditions, bonding, contractor overhead and profit, contingency, and inflation. Percentages will vary for some values depending on the details and complexities associated with each facility project.

Project Expenses

Architecture and Engineering Fees

For planning purposes an allowance based on the percentage of construction is included for architecture and engineering design fees. The amount is consistent with the fire station design industry. Upon execution of each station project, an individual contract with specific design fees would be agreed upon. Actual fees may be lower or higher than shown depending on details of the project.

Specialty Consultants

Specialty consultants consist of engineers and specialty services not included in the basic architectural and engineering services. Examples include civil engineering, landscape architecture, interior design, etc.

Permits and Fees

An allowance based on a percentage of construction cost is included for land use approvals, plan review and construction permitting fees.

Bonds and Insurance

An allowance is included for Owner's insurance and is based on a percentage of construction cost.

Testing & Inspections

An allowance for testing and inspections is included and is based on a percentage of construction cost. Upon executing each project, more detailed scope of testing and inspection services would be determined.

Utility Extensions and Connection Fees

An allowance has been included for utility extensions and connections and is based on a percentage of construction cost. Upon executing each project, and coordinating with each utility provider, more detailed costs would be determined.

Furniture Fixtures and Equipment (FFE)

An allowance has been included for fixtures, furniture, and equipment. The FFE matrix included in the appendix of this report is the basis for this allowance.

Accommodations during Construction

There are challenges identified with each facility that may require above normal accommodations by the owner to ensure uninterrupted emergency services from the stations during construction. Exact costs will be determined with the execution of each project.

Moving Expenses

An allowance has been included to move existing fixtures, furniture, and equipment from existing stations to new.

CM/GC Pre-Construction Services

It is assumed that a Construction Manager/General Contractor method of delivery will be used. This allowance will accommodate detailed project scheduling and estimating prior to bid.

Building Commissioning Agent

An allowance has been included for the engagement of a commissioning agent during the completion of each project. The commissioning agent will validate that technical systems are installed and operating correctly.

Project Contingency

An overall project contingency is included in concept design and is based on a percentage of construction cost. This is typically included during the concept design phase to cover unknown conditions and project requirements.

7.0 CONCEPT COST ESTIMATES

Anticipated Property Acquisition Costs

As directed by the Steering and Program Committees, no allowances have been included for new property acquisition. If new property is acquired, funding will come from another source.

Additive Alternates

Additive alternate options are included at the direction of the Steering and Program Committees. Based on the City and Fire Department needs at the time of construction, these alternates may be included or excluded in each project.

- Training Room / Training Storage / Restrooms - These rooms are primarily classrooms and are used by the department for training activities. They range

in size depending on the location and use.

- EMS Building Components - The integration of this alternate includes sleep rooms, restrooms, kitchen space, and other support space for a two-person EMS crew.
- Police Micro-Station - This alternate includes office space dedicated to the Twin Falls Police Department and is programmed for two officer work stations.
- Additional apparatus bay - This cost includes the addition of one apparatus bay to the facility.

Bond Scenarios

At the bottom of the concept cost estimate summary are potential general obligation bond scenarios. These are intended to be used as planning tools for the citizen advisory committee and executive team, and can be manipulated as needed during the planning process.

City of Twin Falls, Idaho Fire Station Improvement Plan Fall 2018					
		Fire Station 2	Fire Station 3	Fire Station 1	Fire Station 5
Assumptions					
Target Construction Start:		Spring 2020	Summer 2020	Spring 2021	
Capacity in Vehicles (Bays):		4 Bays x 80'	3 Bays x 80'	6 Bays x 60'	3 Bays x 80'
Capacity in Staffing (Sleep Rooms):		7	7	10	7
Construction Costs					
Cost Engineers, Inc. Estimate - July 13, 2018:		\$ 6,719,044	\$ 5,987,405	\$ 8,187,397	\$ 6,933,153
Totals					
Total Construction Costs		\$ 6,719,044	\$ 5,987,405	\$ 8,187,397	\$ 6,933,153
Project Expenses					
Architecture and Engineering Fees	9%	\$ 604,714	\$ 538,866	\$ 736,866	\$ 623,984
Specialty Consultants	4%	\$ 268,762	\$ 239,496	\$ 327,496	\$ 277,326
Permits and Fees	1%	\$ 67,190	\$ 59,874	\$ 81,874	\$ 69,332
Bonds and Insurance	0.6%	\$ 40,314	\$ 35,924	\$ 49,124	\$ 41,599
Testing & Inspections	0.5%	\$ 33,595	\$ 29,937	\$ 40,937	\$ 34,666
Utility Extensions and Connection Fees	0.5%	\$ 33,595	\$ 29,937	\$ 40,937	\$ 34,666
Furniture Fixtures and Equipment (From Owner)		\$ 330,229	\$ 234,875	\$ 245,725	\$ 406,725
Accommodations during Construction		\$ -	\$ 50,000	\$ -	\$ -
Moving Expenses		\$ 15,000	\$ 15,000	\$ 25,000	\$ -
CM/GC Pre-construction Services		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Building Commissioning Agent		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Project Contingency	5%	\$ 335,952	\$ 299,370	\$ 409,370	\$ 346,658
Total Project Expenses		\$ 1,764,352	\$ 1,568,280	\$ 1,992,329	\$ 1,869,955
Anticipated Property Acquisition Costs		\$ -	\$ -	\$ -	\$ -
Total project base budget		\$ 8,483,396	\$ 7,555,685	\$ 10,179,726	\$ 8,803,108
Additive Alternate Costs					
<u>Additive Alternates</u>					
EMS Building Components		\$ 508,125	\$ 508,125	\$ 508,125	\$ 508,125
Training Room / Training Storage / Restrooms		\$ 918,000	\$ 525,000	\$ 525,000	\$ 525,000
Add One Apparatus Bay			\$ 402,500		\$ 402,500
Police Micro-Station		\$ 117,500			
Project Expenses (20%)		\$ 1,543,625	\$ 910,625	\$ 1,033,125	\$ 910,625
Total Additive Alternates		\$ 1,852,350	\$ 1,092,750	\$ 1,239,750	\$ 1,092,750
Total project budget		\$ 10,335,746	\$ 8,648,435	\$ 11,419,476	\$ 9,895,858
Bond Scenario A - Station 1, 2, and 3		\$ 10,335,746	\$ 8,648,435	\$ 11,419,476	\$ 30,403,657
Remodel Old Station 1 allowance					\$ 5,000,000
Total					\$ 35,403,657
Bond Scenario B - Station 1, 2, 3, and 5		\$ 10,335,746	\$ 8,648,435	\$ 11,419,476	\$ 9,895,858
Remodel Old Station 1 allowance					\$ 5,000,000
Total					\$ 45,299,515

8.0 APPENDIX

Appendix A Meeting Minutes

Steering Committee
Program Committee
City Staff

Appendix B Peer Facility Review Photos

Appendix C Existing Facility Assessments

Station 1
Station 2
Station 3
Station 4

Appendix D Programming

Space Summary
Room Diagrams

Appendix E Facility Equipment Lists

Apparatus
Future Staff
Fitness
Training
Fixtures, Furniture, and Equipment

Appendix F Planning Concepts

Site Test Fit Studies
Prototype A
Prototype B

Appendix G Detailed Cost Estimates

Station 1
Station 2
Station 3
Station 5

Facilities Planning Report for the Twin Falls Fire Department



1101 West Grove Street
Boise, Idaho 83702

(208) 690-3108
www.pivotnorthdesign.com

SUMMARY OF
ORDINANCE NO. 2019-001

AN ORDINANCE CALLING A GENERAL OBLIGATION BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, A PROPOSITION FOR THE ISSUANCE OF NEGOTIABLE GENERAL OBLIGATION BONDS OF THE CITY; DETERMINING THAT THE TOTAL AMOUNT OF BONDED INDEBTEDNESS OF THE CITY WILL NOT EXCEED TWO PERCENT (2%) OF MARKET VALUE OF TAXABLE PROPERTY; DIRECTING THE CITY CLERK TO NOTIFY THE COUNTY CLERK THAT THE MAYOR AND CITY COUNCIL CALLED THE BOND ELECTION; APPROVING THE FORM OF NOTICE OF GENERAL OBLIGATION BOND ELECTION; APPROVING THE FORM OF BALLOT; PROVIDING FOR THE ISSUANCE OF SUCH BONDS AND MAKING PROVISIONS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON SUCH BONDS; ORDERING PUBLICATION; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO

A Summary of the principal provisions of Ordinance No. 2019-001 of the City of Twin Falls, Twin Falls County, Idaho (the “City”), adopted on February 25, 2019, is as follows:

Section 1. Schedules a special general obligation bond election (the “Bond Election”) for May 21, 2019, to enable electors of the City to vote on the question of issuing not more than \$36,000,000 of general obligation bonds to fund the Project (as defined below), pursuant to this Ordinance.

Section 2. Provides a determination that the outstanding amount of the City’s general obligation bond indebtedness does not exceed two percent (2%) of the market value for assessment purposes of all real and personal taxable property within the City on the tax rolls completed and available according to the assessment of the preceding year.

Section 3. Describes the public safety improvements to be constructed and renovated with the proceeds of the general obligation bonds to be voted upon by the electors (the “Project”).

Section 4. Provides for the City Clerk to notify the Twin Falls County Clerk that the Mayor and City Council have called the Bond Election on behalf of the City by delivering to the Twin Falls County Clerk a copy of this Ordinance, including the form of the ballot and notice of the Bond Election.

Section 5. Describes generally the manner by which the Twin Falls County Clerk will conduct the Bond Election.

Section 6. Provides for publication of notice of the Bond Election at various times before the Bond Election.

Section 7. Sets the hours of the Bond Election from 8:00 a.m. until 8:00 p.m. and sets forth the manner by which the Twin Falls County Clerk will designate the polling places for the Bond Election.

Section 8. Sets forth the qualifications of the electors of the City to vote at the Bond Election and provides that the ballot proposition and question to be voted upon at the Bond Election shall be separate from any other measures or candidates being voted upon.

Section 9. Sets forth the form of the ballot to be used for the Bond Election.

Section 10. Provides for preparation of ballots for the Bond Election.

Section 11. Provides for vote by absentee ballot.

Section 12. Provides for the canvassing and certification of the Bond Election.

Section 13. Provides that the general obligation bonds will be issued if two-thirds (2/3) of the electors vote in favor of issuing the bonds.

Section 14. Contingent upon the approval and issuance of the general obligation bonds, provides for the payment of principal of and interest on the bonds from the annual levy of taxes on all taxable property in the City, beginning with the tax year 2019, which levy also establishes and constitutes a sinking fund sufficient for the payment of the principal of the general obligation bonds.

Section 15. Authorizes officers of the City to take appropriate action to put into effect the provisions of the Ordinance and designates bond counsel for the general obligation bonds.

Section 16. Authorizes officers of the City to provide a brief official statement setting forth information required by Section 34-439, Idaho Code.

Section 17. Repeals prior inconsistent actions.

Section 18. Provides for severability.

Section 19. Provides for publication of the Ordinance, or a summary thereof.

Section 20. Provides the effective date of the Ordinance.

Exhibit "A". Sets forth the form of the Notice for the Bond Election.

The full text of Ordinance No. 2019-001 is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this 25th day of February, 2019.

CITY OF TWIN FALLS,
TWIN FALLS COUNTY, IDAHO

By: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

* * * * *

I, the undersigned City Attorney for and legal advisor to the City of Twin Falls, Twin Falls County, Idaho, hereby certify that I have read the attached Summary of Ordinance No. 2019-001 of the City and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED this 25th day of February, 2019.

CITY ATTORNEY

ORDINANCE NO. 2019-001

AN ORDINANCE CALLING A GENERAL OBLIGATION BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, A PROPOSITION FOR THE ISSUANCE OF NEGOTIABLE GENERAL OBLIGATION BONDS OF THE CITY; DETERMINING THAT THE TOTAL AMOUNT OF BONDED INDEBTEDNESS OF THE CITY WILL NOT EXCEED TWO PERCENT (2%) OF MARKET VALUE OF TAXABLE PROPERTY; DIRECTING THE CITY CLERK TO NOTIFY THE COUNTY CLERK THAT THE MAYOR AND CITY COUNCIL CALLED THE BOND ELECTION; APPROVING THE FORM OF NOTICE OF GENERAL OBLIGATION BOND ELECTION; APPROVING THE FORM OF BALLOT; PROVIDING FOR THE ISSUANCE OF SUCH BONDS AND MAKING PROVISIONS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON SUCH BONDS; ORDERING PUBLICATION; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain fire and other public safety improvements throughout the City of Twin Falls, Twin Falls County, Idaho (the “City”), are deemed by the members of the Council of the City (the “Council”) to be required for the public good and welfare of the City; and

WHEREAS, the Council has determined and hereby deems it is necessary and advisable to finance certain capital improvements in the City, for the purpose of constructing and equipping three (3) new fire stations to reduce emergency response service gaps and to enhance neighborhood safety, constructing and equipping a new firefighter training facility, and renovating existing fire stations to accommodate additional public safety programming needs, and together with all necessary appurtenant facilities and equipment, pursuant to Sections 50-1019(6) and 50-1019(9), Idaho Code (the “Project”); and

WHEREAS, the City deems it necessary and advisable to issue general obligation bonds of the City in the amount of up to \$36,000,000, pursuant to the provisions of Sections 50-1019 and 50-1026, Idaho Code, and chapter 2, Title 57, Idaho Code, to finance the Project, and in order to do so desires to call an election to be held pursuant to chapter 14, Title 34, Idaho Code, for electorate authorization of issuing bonds to finance the Project; and

WHEREAS, said bonds cannot be issued without the assent of two-thirds (2/3) of the qualified electors of the City voting at an election held for the purpose of authorizing or refusing to authorize the issuance of said bonds; and

WHEREAS, neither the question herein set forth nor any question for a similar, or like, purpose has been defeated at an election which has been held in the City within six (6) months of the date of the adoption of this Ordinance.

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

Section 1. A special general obligation bond election (the “Bond Election”) is hereby called to be held in the City on Tuesday, May 21, 2019, for the purpose of submitting to the qualified electors of the City the proposition set forth in the form of ballot hereinafter provided.

Section 2. The City hereby determines that the outstanding amount of all general obligation bond indebtedness of the City, including the bonds proposed under this Ordinance, will not exceed two percent (2%) of the market value for assessment purposes of all real and personal taxable property within the City on the tax rolls completed and available according to the assessment of the preceding year.

Section 3. The Project briefly and generally described shall consist of the construction, renovation, improvement, upgrading and betterment of the City's fire and other public safety facilities by making the following improvements and acquisitions:

It is currently anticipated that the City's fire and other public safety facilities will be improved by the construction of certain capital improvements, including the construction of three (3) new fire stations, the construction of a new firefighter training facility, and the renovation of certain existing fire stations, as otherwise determined by the City, and all other related costs, equipment, items and appurtenances necessary, useful and convenient for the betterment of the City's fire and other public safety facilities, all collectively constituting the "Project."

Section 4. In compliance with Section 34-106(8) and Section 34-1406, Idaho Code, the Clerk of the City (the "City Clerk") shall notify the Clerk of Twin Falls County, Idaho (the "County Clerk") that the Mayor and Council have called the Bond Election on behalf of the City by delivering to the County Clerk a copy of this Ordinance, including the form of the ballot and notice of the Bond Election, as provided under Section 9 and Exhibit "A" hereof.

Section 5. Pursuant to Section 34-1401, Idaho Code, the County Clerk shall administer the Bond Election. The City Clerk shall confirm with the County Clerk that a sample ballot has been printed before said Bond Election, which sample ballot shall be in or contain the same form as the official ballot proposition set forth in Section 9 hereof. The City Clerk shall also confirm with the County Clerk that the form of sample ballot for the Bond Election will be published in the official newspaper of Twin Falls County, Idaho, in accordance with Sections 34-602 and 34-1406, Idaho Code.

Section 6. Notice of the Bond Election shall be given by the County Clerk by publication of the Notice of Special Municipal Bond Election in the official newspaper of Twin Falls County, Idaho, and as may be necessary in the Times-News, an official newspaper of the City, at least two (2) times, with the first publication not less than twelve (12) days prior to the date fixed for the holding of the Bond Election and the last publication of notice shall be made not less than five (5) days prior to the Bond Election. Said notice shall be in substantially the form attached hereto as Exhibit "A."

Section 7. The polls at the Bond Election shall open at the hour of 8:00 a.m. and remain open continuously until the hour of 8:00 p.m. and then close. The County Clerk shall have and hereby designates the polling places for said Bond Election as set forth in the Notice of the Bond Election attached hereto as Exhibit "A."

Section 8. All qualified electors of the City, eighteen (18) years of age or older, who have legally resided in the City for at least thirty (30) days immediately preceding the date of the election, and who are properly registered as provided by law, are entitled to vote at the Bond Election. The ballot proposition and question to be voted upon at the Bond Election shall be separate from any other measures or candidates being voted upon at any other election being held simultaneously or conducted in conjunction with the Bond Election. Only those qualified City electors casting valid ballots upon the bond proposition and question set forth in Section 9 of this Ordinance shall be counted in determining the number of qualified electors voting at or participating in the special bond election.

Section 9. The voting at the election on the question of issuing the City's general obligation bonds shall be by ballot and/or a separate ballot page substantially in the following form:

(Form of Official Ballot)

OFFICIAL BALLOT

SPECIAL MUNICIPAL BOND ELECTION
GENERAL OBLIGATION BONDS

CITY OF TWIN FALLS
TWIN FALLS COUNTY, STATE OF IDAHO

May 21, 2019

INSTRUCTIONS TO VOTERS: To vote on the foregoing proposition, please fill in the oval in the space to the right of the words "YES, IN FAVOR OF ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED ON FEBRUARY 25, 2019" or "NO, AGAINST ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED ON FEBRUARY 25, 2019" according to the way you desire to vote on the question. If you, by mistake or accident, mark, tear, deface, or otherwise mutilate this ballot, please return it to the election judges and obtain another ballot.

SHALL THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, BE AUTHORIZED TO INCUR AN INDEBTEDNESS AND ISSUE AND SELL ITS GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES OF BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT FOR ALL SUCH BONDS OF NOT MORE THAN \$36,000,000, OR SO MUCH THEREOF AS MAY BE NECESSARY, FOR THE PURPOSE OF PROVIDING FUNDS WITH WHICH TO CONSTRUCT AND EQUIP THREE (3) NEW FIRE STATIONS, CONSTRUCT AND EQUIP A NEW FIREFIGHTER TRAINING FACILITY, AND RENOVATE EXISTING FIRE STATIONS, WITH EACH OF SAID SERIES OF BONDS TO BE PAYABLE ANNUALLY OR AT SUCH LESSER INTERVALS AS DETERMINED BY FUTURE RESOLUTIONS OR ORDINANCES OF THE CITY, AND TO MATURE SERIALLY WITH THE FINAL INSTALLMENT TO FALL DUE WITHIN TWENTY (20) YEARS FROM THE DATE OF EACH OF SAID SERIES OF BONDS, AND TO BEAR INTEREST AT A RATE OR RATES TO BE DETERMINED BY FUTURE RESOLUTIONS OR ORDINANCES OF THE

CITY, ALL AS PROVIDED IN THE ORDINANCE OF THE CITY ADOPTED ON FEBRUARY 25, 2019?

The following information is required by §34-439, Idaho Code:

The purpose for which the proposed bonds are to be used, the date of the special municipal bond election (May 21, 2019), and the principal amount of the bonds are set forth above on the ballot or in the proposition. The interest rate anticipated on the proposed bonds based on current market rates is 3.55% per annum. The total amount to be repaid over the life of the proposed bonds, principal and interest, based on the anticipated interest rate, is estimated to be \$51,161,450, consisting of \$36,000,000 in principal and \$15,161,450 in interest. The estimated average annual cost of the proposed bonds based on current market conditions is a tax of \$71.17 per \$100,000 of taxable assessed value, per year. The proposed bonds will mature within twenty (20) years from the date of each series of bonds. The total existing general obligation bonded indebtedness of the City, including interest accrued as of May 21, 2019, is \$0.00. The total existing indebtedness of the City, including interest accrued as of May 21, 2019, is \$55,350,881.

YES, IN FAVOR OF ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED FEBRUARY 25, 2019 ☐

NO, AGAINST ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED ON FEBRUARY 25, 2019..... ☐

(End of Form of Official Ballot)

Section 10. The County Clerk is authorized to cause a sufficient number of ballots to be printed for use at the Bond Election, to acquire such other election supplies as may be required, and to take all other and further actions as may be necessary in connection with the Bond Election.

Section 11. Any qualified and registered elector of the City may vote by absentee ballot in the manner provided by Title 34, Chapter 10, Idaho Code, as amended.

Section 12. When the polls are closed, the election officials shall immediately proceed to count the ballots cast at the Bond Election. The counting shall be continued without adjournment until completed and the result declared. The election judges and clerks shall thereupon certify the returns of the Bond Election, as may be appropriate, to the County Clerk, who shall present the results to the Twin Falls County Commissioners.

The Board of the Twin Falls County Commissioners shall meet within ten (10) days following the election, or at such times to which said meeting is continued, for the purpose of canvassing the results of the Bond Election. The County Clerk shall thereupon certify the election results to the City. The results shall then be entered in the minutes of the City and the overall election result proclaimed as final.

Section 13. If at the Bond Election two-thirds (2/3) of the qualified registered electors of the City voting at such election assent to the issuance of the City's general obligation bonds, the negotiable general obligation bonds of the City shall be issued as hereinabove provided and shall

mature over a period commencing at the expiration of one (1) year from their date and ending not more than twenty (20) years from their date, and shall bear interest and be payable, in accordance with the provisions of Section 50-1026, Idaho Code, and the Municipal Bond Law of the State of Idaho, Title 57, Chapter 2, as amended, from the proceeds of ad valorem taxes.

Section 14. The City's general obligation bonds shall be issued if carried by the City's electorate, as aforesaid indicated, and payment of principal and interest shall be made on up to \$36,000,000 principal amount of said bonds through the levy of taxes on all taxable property in the City, beginning with the tax year 2019 or thereafter and continuing until principal and interest shall have been fully paid, in such amounts and at such rates as are necessary to assure the prompt payment of such interest, and also to establish and to constitute a sinking fund sufficient for the payment of the principal thereof, and it is hereby ordered that such taxes shall be levied annually at the time and in the manner as general taxes for said City are levied in each such year; provided, however, the aforementioned taxes shall never be diminished prior to payment of all bonds excepting in any year to the extent that other available revenues or funds shall have been applied to or set aside in a special fund to be irrevocably held for the payment of principal or interest or both, payable from said taxes for such year. The proper officer or officers of said City are hereby authorized and directed to do all things requisite and necessary to carry out the provisions of this section and to apply the proceeds of the taxes so collected to the payment of such principal and interest.

Section 15. The officers of the City shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. The law firm of Skinner Fawcett LLP, Boise, Idaho, is hereby authorized and designated as bond counsel for the said Bonds.

Section 16. Officers of the City shall provide a brief official statement setting forth the information required by Section 34-439, Idaho Code.

Section 17. All bylaws, resolutions and ordinances in conflict with this Ordinance are hereby repealed.

Section 18. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 19. This Ordinance or a summary thereof shall be published after adoption in at least one issue of the Times-News, which is an official newspaper of the City.

Section 20. Pursuant to the affirmative vote of one-half (1/2) plus one (1) of the members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR of the City of Twin Falls, Twin Falls County, Idaho, this 25th day of February, 2019.

CITY OF TWIN FALLS, a municipal corporation
of the State of Idaho

By: _____
SHAWN BARIGAR, Mayor

ATTEST:

By: _____
_____, City Clerk

EXHIBIT “A”
(Form of Notice)

CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO
NOTICE OF SPECIAL MUNICIPAL BOND ELECTION

May 21, 2019

NOTICE IS HEREBY GIVEN that pursuant to an ordinance adopted on February 25, 2019, by the City Council of the City of Twin Falls, Twin Falls County, Idaho (the “City”), there will be a special municipal bond election held between the hours of 8:00 a.m. and 8:00 p.m. on May 21, 2019, in the City. Polling places are listed as follows:

[TO BE DETERMINED BY TWIN FALLS COUNTY CLERK]

Special Municipal Bond Election: The City has proposed to issue general obligation bonds in an amount not to exceed \$36,000,000 for the purpose of providing funds with which to construct and equip three (3) new fire stations to reduce emergency response service gaps and to enhance neighborhood safety, construct and equip a new firefighter training facility, and renovate existing fire stations to accommodate additional public safety programming needs, as otherwise determined by the City, and all other related costs, equipment, items and appurtenances necessary, useful and convenient for the betterment of fire and other public safety facilities within the City, all collectively constituting the “Project.”

The interest rate anticipated on the proposed bonds based on current market rates is 3.55% per annum. The total amount to be repaid over the life of the proposed bonds, principal and interest, based on the anticipated interest rate, is estimated to be \$51,161,450, consisting of \$36,000,000 in principal and \$15,161,450 in interest. The estimated average annual cost of the proposed bonds based on current market conditions is a tax of \$71.17 per \$100,000 of taxable assessed value, per year. The proposed bonds will mature within twenty (20) years from the date of each series bonds. The total existing general obligation bonded indebtedness of the City, including interest accrued as of May 21, 2019, is \$0.00. The total existing indebtedness of the City, including interest accrued as of May 21, 2019, is \$55,350,881.

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BY ORDER OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, TWIN FALLS
COUNTY, IDAHO, this 25th day of February, 2019.

CITY OF TWIN FALLS, a municipal
corporation of the State of Idaho

By: _____
SHAWN BARIGAR, Mayor

ATTEST:

By: _____
_____, City Clerk

(End of Form of Notice)

RESOLUTION NO. 2019-003

BY THE CITY COUNCIL:

A RESOLUTION OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE CERTAIN AUTHORIZED REIMBURSABLE EXPENDITURES FROM THE CAPITAL IMPROVEMENT FUND OF THE CITY AND RELATING TO THE FINANCING OF THE ACQUISITION, CONSTRUCTION, AND RENOVATION OF CERTAIN CITY FIRE STATIONS, PUBLIC SAFETY FACILITIES AND A FIREFIGHTER TRAINING FACILITY, AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council (the "City Council") of the City of Twin Falls, Twin Falls County, Idaho (the "City"), has determined that the interests of the community and the public interest and necessity require the immediate renovation, improvement, upgrading and betterment of the City's fire, emergency and other public safety facilities by undertaking the construction, installation, rehabilitation, improvements, work and purchases as more fully described in Section 3 of Ordinance No. 2019-001 adopted by the City Council on February 25, 2019 (the "Election Ordinance"), and all other related costs, items and appurtenances (collectively, the "Project"); and

WHEREAS, the City Council and the Mayor have recommended that the financing, acquisition, construction, and renovation of said Project be accomplished by the issuance of general obligation bonds of the City in one or more series in a total aggregate amount of up to \$36,000,000 (the "Bonds"), pursuant to the provisions of Sections 50-1019 and 50-1026, Idaho Code, and Chapter 2, Title 57, Idaho Code, and

WHEREAS, the City Council, by the Election Ordinance, ordered a special bond election to be held within said City on May 21, 2019, for the submission to the voters of the City the question of whether or not the City should issue the Bonds in one or more series, in an aggregate principal amount for all such Bonds of up to \$36,000,000 for the purpose of defraying, in part, the cost of the Project; and,

WHEREAS, conditioned upon a successful general obligation bond election, the City reasonably intends to reimburse itself from proceeds of the Bonds for certain expenditures on the Project (the "Reimbursable Expenditures") paid by the City from its Capital Improvement Fund from December 27, 2018, a date that is 60 days prior to the adoption of this Resolution, and after the date hereof; and

WHEREAS, the City expects such reimbursement to occur not later than 18 months after the later of (i) the date of the Reimbursable Expenditures, or (ii) the date the Project is placed in service, but no later than three years after the date of the Reimbursable Expenditures.

NOW, THEREFORE, IT IS RESOLVED as follows:

Section 1. The City intends to incur and pay for Reimbursable Expenditures from its Capital Improvement Fund, and hereby declares its intent and reasonable expectation to reimburse

itself for those Reimbursable Expenditures from the proceeds of the Bonds. Further, that each Reimbursable Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Reimbursable Expenditure), (b) a cost of issuance with respect to the Bonds or (c) a nonrecurring item that is not customarily payable from current City revenues.

Section 3. The maximum principal amount of the Bonds expected to be issued in one or more series to finance the Project is up to \$36,000,000.

Section 4. This declaration of official intention is made pursuant to Section 1.150-2, Code of Federal Regulations.

Section 5. This Official Intent Resolution shall be in full force and effect from and after its passage and approval, as provided by law

PASSED by the City Council of the City of Twin Falls, Twin Falls County, Idaho, this 25th day of February, 2019.

APPROVED by the Mayor of the City of Twin Falls, Twin Falls County, Idaho, this 25th day of February, 2019.

CITY OF TWIN FALLS, a municipal corporation of
the State of Idaho

By: _____
SHAWN BARIGAR, Mayor

ATTEST:

By: _____
_____, City Clerk



Date: Monday, February 25, 2019
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

ACTION ITEM: A general discussion about the City Council's FY 2019 budget priorities, use of \$775,000 project fund and philosophies followed by citizen input.

Time Estimate

The estimated amount of time this item will take is 20 minutes.

Background

The purpose of this agenda item is to have a general discussion about the status of the City of Twin Falls' 2019 fiscal year budget. This is the first of several scheduled sessions prior to the presentation of the City Manager's recommended budget. The purpose of this first session is to capture the Council's and the community's goals and priorities for the upcoming fiscal year. The other two opportunities to provide input prior to the development of the budget will be later in the year as we continue with the budget development process. The City's Manager's recommended budget for the 2020 Fiscal Year will be presented to the members of the City Council for its review and debate in early July.

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

Members of the city's Long-Term Planning Group recently started their review and budget development process. In their process, they will spend time reviewing the City's strategic plan and discussing the organization's operational and capital needs. This group was tasked with updating the City's five-year fiscal planning model, tying the goals and objectives in the City's Strategic Plan to the budget, and defining the needs of the organization.

Over the past several years, considerable time has been spent illustrating the cost-benefit analysis of using the City's foregone balance.

Section 63-802 (e) of the Idaho Code states, "...In the case of a non-school district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the forgone increase by certifying, in addition to any increase otherwise allowed, an amount not to exceed one hundred percent (100%) of the increase originally forgone."

Each year the City has elected not to take the statutory maximum increase has impacted the amount of revenue available in the following fiscal year. Simply, the base by which the three percent is calculated is smaller.

The City's forgone balance is only permitted for as long as the laws on this topic remain unchanged. The use of forgone balance has been a topic of conversation in the legislature in each of the past three legislative sessions. The decision to incorporate all, or a portion, of the City's forgone balance remains with the City Council.

The City of Twin Falls has had a forgone balance since the adoption of the 2009-2010 fiscal year. Over this time, the forgone balance grew to \$2,186,253. Each year the Council has elected not to take the statutory allowed increase, the forgone balance has increased.

	Amount/year	Cumulative Amt.
FY 2010	\$539,902.00	\$539,902.00
FY 2011	\$476,376.00	\$1,016,278.00
FY 2012	\$463,422.00	\$1,479,700.00
FY 2013	-\$1,123.00	\$1,478,577.00
FY 2014	\$8,630.00	\$1,487,207.00
FY 2015	\$395,464.00	\$1,882,671.00
FY 2016	\$266,548.00	\$2,149,219.00
FY 2017	\$37,034.00	\$2,186,253.00
FY 2018	\$0.00	\$2,186,253.00
FY 2019	-\$770,000.00	\$1,416,284.00

In FY 2019 and after considerable discussion about the possible projects that could be funded with all or a portion of the foregone balance, as well as the implications to the tax rate, the Council elected to incorporate \$770,000 into the FY 2019 budget for specific sidewalk improvement and road maintenance and overlay projects. At the time, the City Manager made a commitment to ask the City Council at the beginning of the budget development process for direction on how these funds should be allocated.

Approval

Majority of the City Council members present.

Budget Impact:

From this conversation, the City Council will allocate the \$770,000 capital project funding.

Regulatory Impact:

There is no regulatory impact.

Attachments

1. Attachment containing the list of projects

Road Widening:

Eastland at Hillcrest - \$1,100,000	\$1,100,000.00
Falls east of Blue Lakes - \$1,000,000	\$1,000,000.00
Addison near Smith's	
Addison east of Eastland to Hankins	

Sidewalk Improvements:

Federation, north side, Washington to Settlers Ridge	\$87,000.00
Elizabeth, south side, Madrona to Eastland	
Filer, north side, at Polk & ADA ramps	

Park Projects:

Shoshone Falls access road - \$2,500,000	\$2,500,000.00
Evel Knievel trailhead	
Pole Line & Eastland trailhead improvement	
Harmon Park parking and sidewalk re-paving	
Canyon Rim Trail bathroom facility	
Seal coat City owned parking lots	

Airport

<u>Rehabilitate Airport Terminal Frontage -</u>	\$73,700.00
- road pavement, sidewalk, and 3 ADA compliant ramps	

Information Technology

Council Chamber Improvements (They requested all of these)	
Council Chambers - AV	\$32,550.30
Council Chambers - Cable One Box	\$4,101.00
Council Chambers - Electrical	\$350.00
Closed Captioning(\$.45,\$.75 or \$2.35 per minute)	

Public Works

Elizabeth, south side, Madrona to Eastland Project Estimate	\$975,000.00
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