



Twin Falls City Council Agenda

Monday, September 30, 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 Accounts Payable for September 12 through 25, 2019.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the September 16, 2019, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the September 23, 2019, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to approve the Family Dollar, Inc., Alcohol License.
By: Amy Luna, Finance Administrative Assistant
 - e) **ACTION ITEM:** Request to approve the Walk for Wishes Twin Falls 2019 event.
By: Sergeant Justin Dimond, Twin Falls Police Department
 - f) **ACTION ITEM:** Request to approve the 2019 Oktoberfest event.
By: Sergeant Justin Dimond, Twin Falls Police Department
 - g) **ACTION ITEM:** Request to approve the Southern Idaho Buddy Walk on October 5, 2019.
By: Sergeant Justin Dimond, Twin Falls Police Department
 - h) **ACTION ITEM:** Request to accept the dedication of two mini park tracts in the Canyon Trails Subdivision on the southwest and southeast corners of Park View Drive and Federation.
By: Wendy Davis, Parks & Recreation Director
- 6) ITEMS OF CONSIDERATION

- a) **PRESENTATION:** The Rotary Club of Twin Falls check presentation for the Archway Project.
By: The Rotary Club of Twin Falls
- b) **ACTION ITEM:** Request to appoint Elynor Young, Debbie Dane, and Susie Kapeleris to serve on the Board of Trustees of the Twin Falls Public Library.
By: Tara Bartley, Director of the Twin Falls Public Library
- c) **PRESENTATION:** Southern Idaho Economic Development update.
By: Connie Stopher, Executive Director
- d) **ACTION ITEM:** Request approval and adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.
By: Brian Pike, Deputy City Manager
- e) **ACTION ITEM:** Consideration of the City of Twin Falls accepting the status to become a Community Development Block Grant (CDBG) program recipient for the 2020 Fiscal Year.
By: Travis Rothweiler, City Manager, Doug Carlson, CPD Director for the United States Department of Housing
- f) **ACTION ITEM:** Request to sign a contract with PMF, Inc., for construction of Canyon Springs Grade Roadway.
By: Troy Vitek, Assistant City Engineer
- 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**

Monday, September 16, 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, Vice Mayor Nikki Boyd, Council Member Suzanne Hawkins, Chris Talkington, Greg Lanting, Christopher Reid & Ruth Pierce.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Fire Chief Les Kenworthy, Airport Manager William Carberry, City Engineer Mark Holtzen, Environmental Coordinator Jason Brown, Assistant City Engineer, Staff Engineer Lee Glaesemann, Public Works Director Jon Caton, Human Resource Director Gretchen Scott, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

- a) Constitution Week - Susan Harris, Chapter Regent of the Daughters of the American Revolution

Mayor Barigar read the Proclamation for *Constitution Week* and presented it to Melinda Anderson of the Daughters of the American Revolution.

Susan Harris, Chapter Regent of the Daughters of the American Revolution spoke. Council Member Lanting thanked the group.

- b) Hispanic Heritage Month - Alex Castañeda and Alejandra Hernandez, Idaho Hispanic Chamber of Commerce

Mayor Barigar read the Proclamation for Hispanic Heritage Month and presented it to Alex Castañeda and Alejandra Hernandez, Idaho Hispanic Chamber of Commerce.

4) GENERAL PUBLIC INPUT: None

5) CONSENT CALENDAR

Vice Mayor Boyd requested that item (5a) be voted on separately.

MOTION: Council Member Talkington moved to approve the Consent Calendar as presented minus item (5a). **Council Member Reid** seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

MOTION: Council Member Hawkins moved to approve the Consent Calendar item (5a) as presented. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted on the motion. Approved 5 to 0 with **Vice Mayor Boyd** and **Council Member Pierce** abstaining.

- a) **ACTION ITEM:** Request to approve the September 9, 2019, City Council Minutes.
- b) **ACTION ITEM:** Request to approve the Accounts Payable for September 5-11, 2019.
- c) **ACTION ITEM:** Request to approve the Rock Creek Celebration Center, Inc., Dba Last Call Pub & Catering Alcohol License. (Pending receipt of the State & County Alcohol Licenses.)
- d) **ACTION ITEM:** Request to hold the 7th Annual Haunted Swamp.
- e) **ACTION ITEM:** Request to hold the Homes for Dogs Project on September 28, 2019.

6) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Request to approve entering into a Mutual Aid Memorandum of Understanding with law enforcement agencies in Jerome and Twin Falls Counties.

Police Chief Kingsbury requested to approve entering into a Mutual Aid Memorandum of Understanding with law enforcement agencies in Jerome and Twin Falls Counties.

Discussion ensued on the following:

Council Member Talkington: Are we covered by the Idaho Associations of Cities to do this? Has this agreement been run by AIC?

Council Member Hawkins: Thanked Captain Barnhart for his hard work on this agreement.

MOTION: **Vice Mayor Boyd** moved to approve entering into a *Mutual Aid Memorandum of Understanding* with law enforcement agencies in Jerome and Twin Falls Counties and allow **Mayor Barigar** to sign the memorandum. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- b) **ACTION ITEM:** Request to begin developing minimum standards for future Commercial Aeronautical Businesses at Joslin Field.

Airport Manager Carberry requests to begin developing minimum standards for future Commercial Aeronautical Businesses at Joslin Field.

Discussion ensued on the following:

Mayor Barigar: Asked how this would become part of the City code.

Council Member Talkington: Spoke in favor of this request.

Vice Mayor Boyd: Spoke in favor of this request

MOTION: **Council Member Pierce** moved to approve the request to begin developing minimum standards for future Commercial Aeronautical Businesses at Joslin Field. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) **ACTION ITEM:** Request to approve a Professional Service Contract for Development of an Asset Management Framework at the Wastewater Treatment Plant.

Environmental Coordinator Brown requested to approve a Professional Service Contract for Development of an Asset Management Framework at the Wastewater Treatment Plant.

Discussion ensued on the following:

Council Member Reid: Is the amount \$50,000.00? The amount is \$58,489.00

Council Member Lanting: Asked for clarification of who is doing the services.

MOTION: **Council Member Talkington** moved to approve the request to approve a Professional Service Contract for Development of an Asset Management Framework at the Wastewater Treatment Plant for \$58,489.00. **Vice Mayor Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) **ACTION ITEM:** Request to initiate the process to dispose of surplus real property owned by the City of Twin Falls.

Deputy City Manager Humble requested to initiate the process to dispose of surplus real property owned by the City of Twin Falls.

Discussion ensued on the following:

Council Member Lanting: Will there need to be a public hearing to get rid of this property?

Mayor Barigar: Can we set a minimum amount for the auction?

MOTION: Council Member Reid moved to approve the request to initiate the process to dispose of surplus real property owned by the City of Twin Falls as presented. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Lanting spoke about the Golf Tournaments and announced that the City's team won both tournaments.

City Manager Rothweiler stated that the Council Meeting has been canceled for September 23, 2019.

8) PUBLIC HEARINGS

9) ADJOURNMENT

- a) Executive Session §74-206(1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
Executive Session §74-206(1) (c) To acquire an interest in real property which is not owned by a public agency.
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.

MOTION: Council Member Talkington moved to adjourn to Executive Session §74-206(1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. Executive Session §74-206(1) (c) To acquire an interest in real property which is not owned by a public agency. 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 Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

The meeting adjourned at 05:48 PM

Amy Luna, Administrative Assistant Finance



**Twin Falls City Council
Minutes**

Monday, September 23, 2019, 5:30 PM

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

**** SPECIAL MEETING ****
5:30 p.m.

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Nikki Boyd, Council Member Suzanne Hawkins, Chris Talkington, Greg Lanting, Christopher Reid & Ruth Pierce.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, CFO Lorie Race, Budget Coordinator Mathew Farnes, Grant & Community Relations Manager Mandi Thompson, Public Information Officer Josh Palmer, Finance Accountant/Supervisor Bill Baxter, Network A Finance Administrative Assistant Amy Luna.

Mayor Barigar called the meeting to order at 5:30 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) GENERAL PUBLIC INPUT: None

4) ITEMS OF CONSIDERATION

a) Creation of the City of Twin Falls Public Art Commission

Grant & Community Relations Manager Thompson requested the creation of the City of Twin Falls Public Art Commission.

Discussion ensued on the following:

Mayor Barigar: Talked about what the Art Commission will be tasked with.

Vice Mayor Boyd: Asked about the timeline for getting this going.

Council Member Talkington: Spoke about the ordinance 2-13-13.

City Manager Rothweiler: Spoke about the Art Commission working with the Urban Renewal Committee and other entities.

MOTION: Council Member Talkington made a motion to suspend the rules and place *Ordinance 2019-009* on third and final reading by title only under suspension of the rules. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Mayor Barigar read Ordinance 2019-009 by title only.

MOTION: Council Member Pierce moved to pass *Ordinance #2019-009* to create the City of Twin Falls Public Art Commission as requested. **Vice Mayor Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

5) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Lanting reported on the ICCTFOA Conference held in Nampa, Id on September 17-20, 2019.

Mayor Barigar called a recess at 5:45. Reconvened at 6:00 pm

6) PUBLIC HEARINGS (6:00 p.m.)

- a) Public Hearing to Amend the FY 2018-2019 Budget.

Budget Coordinator Farnes requested to amend the FY 2018-2019 Budget.

Discussion ensued on the following:

Mayor Barigar: Explained that most of these changes have been brought before the Council at various times. Thanked Mr. Farnes for his explanations.

Public Hearing Opened: 6:06 pm

Public Hearing Closed: 6:07 pm.

MOTION: Council Member Hawkins made a motion to suspend the rules and place *Ordinance 2019-008* on third and final reading by title only under suspension of the rules. **Vice Mayor Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Barigar read Ordinance 2019-008 by title only.

MOTION: Vice Mayor Boyd moved to approve *Ordinance 2019-008* to amend the FY 2018-2019 Budget as re. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

7) ADJOURNMENT

The meeting adjourned at 06:09 PM



Date: Monday, September 30, 2019
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the Walk for Wishes Twin Falls 2019 event.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

The Walk for Wishes Twin Falls 2019 event is a community fundraising effort and celebration to grant the wishes of local children facing life threatening medical conditions. The Walk for Wishes is a signature fundraiser that celebrates the thousands of wishes that have already been granted, while raising funds for future wishes. This year's event will be held on October 5, 2019.

This is a walk-only event which will start at the Twin Falls Visitor Center and proceed east on the Canyon Rim Trail. The walkers will make a turnaround at the 1.25-mile mark and return to the Visitor Center.

The 2019 Walk for Wishes event will be held on Saturday, October 5, 2019. It will begin at 9:00 a.m. and conclude at 1:30 p.m. There will be food trucks with food for purchase. Following the end of the walk, there will be a "celebration jump" from the Perrine Bridge performed by local base jumpers.

There will be amplified sound in the form of pre-recorded music. Music Monkey will provide the music and amplified sound.

There will be no alcohol provided by the event organizers.

Approval Process:

Consent of the Council

Budget Impact:

There is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request as presented. Staff recommends that the City Council approve the Special Event Application based on the information provided.

Attachments:

None



Date: Monday, September 30, 2019
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the 2019 Oktoberfest event.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Meaghan Malin, on behalf of Go Out Local, has submitted a Special Event Application requesting to hold the annual Oktoberfest event. The event is scheduled to take place from 3:00 p.m. to 10:00 p.m. on Friday, October 4, 2019, and from 9:00 a.m. to 10:00 p.m. on Saturday, October 5, 2019. This event will be held on Main Avenue between Fairfield Street and Hansen Street.

Friday's event will consist of the street closure for vendors to set up and will allow for pedestrians to mingle in the area. Two stages will be set up for live bands; one near the Downtown Commons area and one in the 100 Block of Main Avenue North near the Koto Brewing Company. Music will be played from 5:00 p.m. to 10:00 p.m. Security will be required from 5:00 p.m. to 10:00 p.m., or until the crowds disperse.

Saturday's event will consist of the street closure from 9:00 a.m. to 10:00 p.m. There will be vendors set up and children's activities will be available. Downtown merchants will be set up on the sidewalks. There will be a DJ playing music and various live bands from 12:00 p.m. to 10:00 p.m. Security will be required from 2:00 p.m. to 10:00 p.m., or until the crowds disperse. It should be noted that this event will coincide with the Farmer's Market on Main Avenue. The organizers of both events have agreed to combine them for this day.

The event sponsors will provide all barricades for street closures and will be required to close and reopen the streets. Though the street will be closed, event organizers will not obstruct the street to allow for emergency vehicles to pass freely if needed.

Alcohol will be served during this event. There will be two beer gardens set up in the venue; one near Koto Brewing Company and another near the Downtown Commons.

Downtown business owners have been notified and encouraged to participate in the event.

The event sponsors will be required to provide cleanup in all areas affected by the event, to include outlying areas surrounding the event location. There will be portable toilets and additional trash receptacles provided in different locations throughout the event area.

The required certificate of liability insurance, with the City of Twin Falls as the certificate holder, is required and has been secured by the organizers.

It should be noted that Oktoberfest is an annual event and, in reviewing police records, there have been no calls for service at this event in prior years.

Approval Process:

Consent of the Council

Budget Impact:

This event will require security and the organizers have contracted with private security company Premier Security, based out of Twin Falls. Therefore, there will be no cost to the City of Twin Falls.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved the Special Event Application request. The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor may terminate the event.

Based on this request and the information provided, Staff recommends that this event be approved.

Attachments:

None



Date: Monday, September 30, 2019
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the Southern Idaho Buddy Walk on October 5, 2019.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Hunter Weg has submitted a Special Event Application requesting to hold the 2019 Southern Idaho Buddy Walk in the Twin Falls City Park on October 5, 2019. This event will take place between 10:00 a.m. and 3:00 p.m.

The Southern Idaho Buddy Walk is an event intended to bring awareness to those in our community with Down syndrome. The event will feature a walk two times around the outside of the park on the sidewalk. It is estimated that approximately 350 people will attend this event. This is based on last year's attendance.

This event will have amplified sound in the form of pre-recorded music being played by a DJ. Additionally, there will be speakers that will address attendees. There will also be food and beverages available during the event.

Organizers will be responsible for the cleanup of any areas affected by this event.

Approval Process:

Consent of the Council

Budget Impact:

There is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request. Staff recommends that the City Council approve the Special Event Application based on the information provided.

Attachments:

None



Date: Monday, September 30, 2019
To: Honorable Mayor and City Council
From: Wendy Davis, Parks & Recreation Director

ACTION ITEM

Request:

ACTION ITEM: Request to accept the dedication of two mini park tracts in the Canyon Trails Subdivision on the southwest and southeast corners of Park View Drive and Federation.

Time Estimate:

Since this item is on the consent agenda, there is no planned presentation. However, staff will be available for questions if the Council has any.

Background:

The final plat for the Canyon Trails subdivision #2 was recorded in 2003, and #6 was recorded in 2009. Those plats includes a 43,366 sq foot tract D and a 33,514 sq foot tract C that meet the development requirements for mini parks. The developer has completed the development of the mini-parks and the Parks & Recreation Department has accepted the improvements. The developer has prepared the attached deed so that the mini parks can now be dedicated to the City as approved with the final plat.

Approval Process:

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

Budget Impact:

Approval of this request will transfer ownership of the park property to the City. At that point, the City will be responsible for the perpetual maintenance of the park. Maintenance will be performed by the Parks & Recreation Department and will be paid for from the Department's annual maintenance and operations budget.

Regulatory Impact:

Approval of this request will allow the deed for the mini-parks to be recorded, transferring ownership of the park property to the City.

History:

N/A

Analysis:

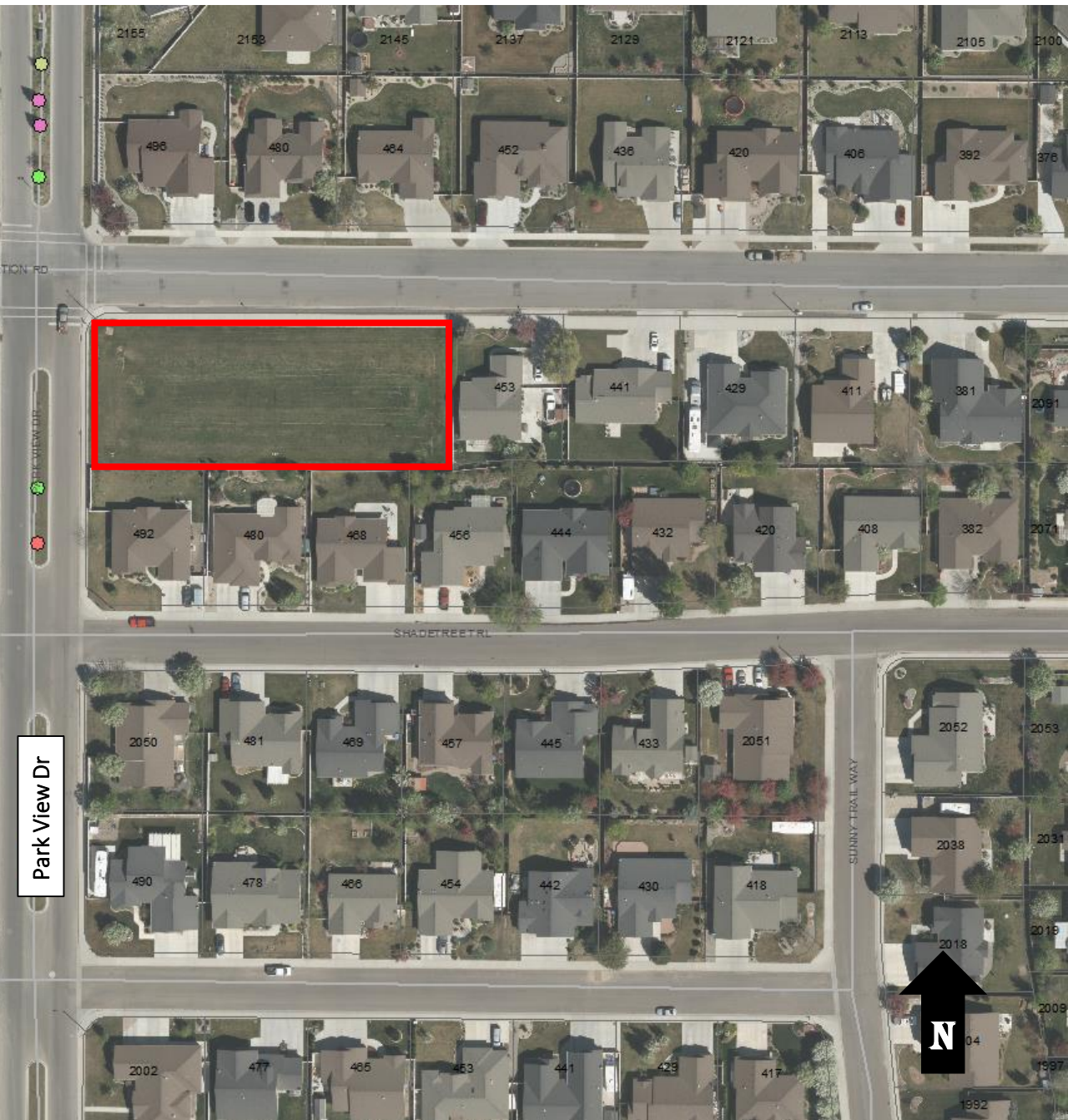
N/A

Conclusion:

Staff recommends that the Council accept the dedication of the mini-park properties as described.

Attachments:

1. Canyon Trails Location Map
2. Canyon Trails Warranty Deed



Warranty Deed

For value received, **Canyon Properties LLC, an Idaho Limited Liability Company**

the grantor, does hereby grant, bargain, sell, and convey unto

City of Twin Falls, Idaho a municipal corporation

whose current address is _____

the grantee, the following described premises to wit:

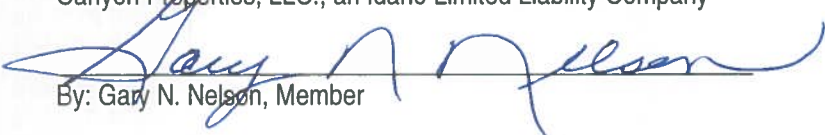
Tract C, Block 2, of **Canyon Trails Subdivision No. 2, A Planned Unit Development**, Twin Falls County, Idaho according to the official plat thereof recorded in Book 19 of Plats, page 4, records of Twin Falls county, Idaho.

And

Track D, Block 19, **Canyon Trails Subdivision Number 6, A Planned Unit Development**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 23 of Plats, page 26, records of Twin Falls County, Idaho.

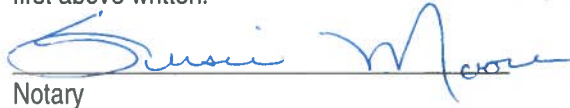
To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Canyon Properties, LLC., an Idaho Limited Liability Company


By: Gary N. Nelson, Member

On this 24th day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary N. Nelson, known or identified to me to be a member of the limited liability company of Canyon Properties, LLC, an Idaho Limited Liability Company, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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


Notary
Residing In: Twin Falls
Expires: 11-28-2020

SUSIE MOORE
COMMISSION #16884
NOTARY PUBLIC
STATE OF IDAHO



September 16, 2019

Twin Falls City Council
P.O. Box 1907
Twin Falls, ID 83301

Dear Mayor Barigar and City Council Members:

The current Board of Trustees of the Twin Falls Public Library requests the following be appointed to serve as Library Trustees:

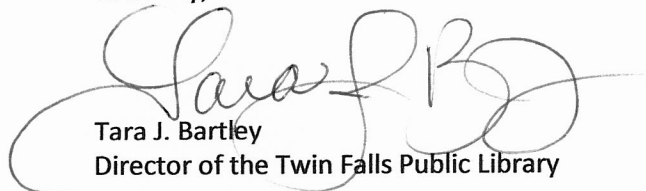
Elynor Young, who resides at [REDACTED], Twin Falls, to serve as Library Trustee for a partial term of office extending from September 2019 – December 2022 to fill the remaining term of Board Member Cindy Bezas who resigned in June.

Debbie Dane, who resides at [REDACTED], Twin Falls, to serve as Library Trustee for a partial term of office extending from January 2020-December 2020 to fill the remaining term of Board Member John Van Engelen who is resigning in December.

Susie Kapeleris, who resides at [REDACTED], Twin Falls, to serve as Library Trustee for a full-term of office from January 2020-2025.

The candidates have expressed a strong interest in the Library and are prepared to accept the full responsibilities of a working Library Trustee for their term of office. On behalf of the Board of Trustees, thank you for your consideration.

Sincerely,



Tara J. Bartley
Director of the Twin Falls Public Library

Enclosure: Letter of Interest – Elynor Young and Susie Kapeleris

Elynor Young

July 28, 2019

Tara Bartley
Twin Falls Public Library
201 Fourth Ave. East
Twin Falls, ID 83301

Dear Tara,

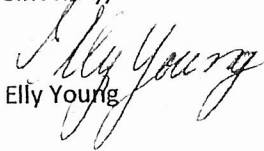
I would be honored to be considered for a position on the Library Trustee Board.

My business background was in the insurance business as a commercial lines underwriter for over 20 years. I returned to college and graduated from Idaho State University in 1996. My degree was in General Studies.

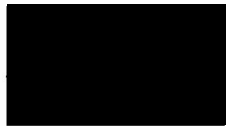
I have been a grateful patron of the library ever since moving to Twin Falls, and continue to use and appreciate the services offered. The library is a huge asset to the community.

The Twin Falls Library and Board and staff have served the community needs very well and I would enjoy contributing to its future.

Sincerely,


Elynor Young

Susie Kapeleris



Twin Falls Public Library

201 4th Ave E.

Twin Falls ID 83301

Dear Committee,

I am writing in regards to the posted opening on the Twin Falls Public Library Board. My name is Susie Kapeleris and I am an educator, parent and avid library patron and supporter. I have a BA in International Cultural Studies- Humanities and an MA in Humanities, and have been an adjunct instructor for colleges for over seven years now, and at the K-12 level for 3 years. Along with my interests and passion as an educator I am raising six children alongside my husband.

The library's mission to increase availability and access to tools and resources that improve people's lives and the community is something I feel passionate about promoting. In the years that I have spent in Twin Falls growing up, and then returning as an adult, I have seen the TFPL very successfully expand their capability to serve the growing population in this community. From the addition of games, cake pans, etc. to check out, to holding a variety of community events to offering access to much needed information, to offering classes and free internet access, the Twin Falls Public Library strives to serve all. In my line of work I see the need for this in our community and hope to inspire my students to seek out available resources and support that you provide. I am uniquely qualified to serve with my knowledge of diverse populations, interest in building a stronger community, time management skills, and passion for learning and reading. My work as vice-chair with a local political central committee has given me experience in working with boards. My life experience of accessing libraries all over the world, from an army base in South Korea to Central Missouri to Maryland and Virginia, I've seen different approaches and tools used and how they benefit the unique communities. It would be a privilege to bring my unique perspective and skillset to support a community asset like the Twin Falls Public Library. I can be reached at [REDACTED] I look forward to hearing from you!

Regards,
Susie Kapeleris



Date: Monday, September 30, 2019
To: Honorable Mayor and City Council
From: Brian Pike, Deputy City Manager

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

Time Estimate: Approximately 30 minutes to review changes and respond to any questions.

Background: The Collective Bargaining Agreement was last adopted in February 2019 and renews automatically thereafter unless either party makes a request to open the negotiation process.

City Administration and the Executive Board of Local 1556 have met on several occasions during the last few months to discuss salary and benefit changes for the upcoming fiscal year.

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

The changes include:

- Section 23 – Correction to the positions that will be manned at each station to reflect the current deployment of staffing. (This is not an increase to the number of personnel at each station.);
- Section 30 – Edit to reflect that all current personnel have been hired by the Fire Department after the residency requirement took affect;
- Section 32 – Addition of a Patient Stress Questionnaire to the annual firefighter physical program. The Patient Stress Questionnaire is a medical interview tool used to identify behaviors and physical symptoms related to increased stress and the body's reaction to stress;
- Appendix A –
 - Item 1 - Increase of 3% to the current Pay table,
 - Item 5 – Removal of Training Officers as an eligible extra duty position. The M.O.U. for the creation of a Training Officer eliminates the need for this Extra Duty assignment.
 - Item 6 – During negotiations the executive board identified that longevity pay in the fire service is a critical component of overall compensation.

Based on those conversations a different Longevity program has been proposed in this CBA.

- **Appendix B (a) – New Language Progressive Counseling.** The goal of coaching and developing employees as a first response to minor policy violations and performance issues has been incorporated through new language.
 - **Changed – A written reprimand is no longer appealable.**
 - **Addition – Discipline may be signed by the Deputy City Manager when the City Manager is not available.**

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

Budget Impact: No budgetary impact.

Regulatory Impact: None

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 October 1, 2019 – September 30, 2020

Tracked Changes document

Edits July 31 2019



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 2019 ~~March 1, 2019~~ to September 30, 202019

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AGREEMENT

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

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

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

SECTION 1 – FORMAL RECOGNITION

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

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

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

SECTION 3 – MANAGEMENT RIGHTS

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

SECTION 4 – PREVAILING RIGHTS

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

SECTION 5 – PERSONNEL REGULATIONS

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

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

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

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

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

SECTION 7 – ASSOCIATION BUSINESS

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

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

SECTION 8 – TRAVEL EXPENSES

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

SECTION 9 – BULLETIN BOARDS

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

SECTION 10 – FAIR LABOR STANDARDS ACT

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

SECTION 11 – WORK PERIOD

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

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

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

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

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

24 Hour D and E Shift

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

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

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

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

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

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

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

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

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

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

SECTION 12 – OTHER PAY

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

- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. 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 Twin Falls Employee Handbook, as amended.

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

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

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

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

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

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

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

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

SECTION 14 – SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

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

SECTION 16 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

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

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

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

SECTION 18 – BEREAVEMENT LEAVE

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

SECTION 19 – MILITARY LEAVE

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

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

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject

to review and approval of the department head and City manager. Military leave will not affect vacation or sick leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee, may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION 20 – RETIREMENT FUND

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

SECTION 21 – SOCIAL SECURITY

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

SECTION 22 – DISABILITY INSURANCE

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

SECTION 23 - MANNING OF COMPANIES

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

Command: One (1) Battalion Chief

Station One: One (1) Captain
One (1) Driver Operator
~~One (1) Tender Driver~~
~~Two One (12)~~ Firefighters

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

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

Station Four: One (1) Driver Operator

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

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.~~

Comment [GS1]: All department personnel were hired after 1992. This doesn't really apply anymore, it's just the residency 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 <u>P</u> hysical <u>E</u> xam	Medical <u>H</u> istory <u>R</u> eview
<u>Patient Stress Questionnaire</u>	<u>EKG</u>
Urine Analysis/Labs	Tuberculosis <u>T</u> est
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	
Other items may be ordered at the doctor's discretion.	

SECTION 33 – CLOTHING ALLOWANCE

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

SECTION 34 – EMPLOYEE GOLF RATES

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

SECTION 35 – PARKING

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

SECTION 36 – SAVING CLAUSE

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

SECTION 37 – APPENDICES AND AMENDMENTS

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

SECTION 38 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 20198, and shall remain in full force and effect until the 30th day of September 202019. 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 FEBRUARY 25, 2019September 16, 2019

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer

APPENDIX A

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

Comment [GS2]: Table increase of 3%

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$3, <u>525</u> 422
FIREFIGHTER 1	1 year in position - Firefighter 1 Certification	\$3, <u>781</u> 671
FIREFIGHTER II	2 years with TFFD - Firefighter 1 - Firefighter 2 - Swing Up Driver	\$4, <u>338</u> 212
SENIOR FIREFIGHTER	8 years with TFFD - Fire Officer 1	\$4, <u>522</u> 390
DRIVER	3 years with TFFD - Firefighter 2 - Driver's Academy Certificate	\$4, <u>816</u> 677
SENIOR DRIVER	5 years in position - Swing Up Captain	\$5, <u>286</u> 131
CAPTAIN	5 years with TFFD - Fire Officer 1 certification 2 years as Swing Up Driver	\$5, <u>760</u> 592
SENIOR CAPTAIN	5 years in position - Swing Up Battalion Chief	\$6, <u>111</u> 5,933

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

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

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

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

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 according the following table 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. Longevity pay will be calculated for completed years of service with the Twin Falls Fire Department, lateral credit will not be considered.

EXAMPLE

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

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

DATED FEBRUARY 25, 2019 September 16, 2019

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

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

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

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

- 2) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a ~~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 ~~P~~ersonnel 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 ~~FEBRUARY 25, 2019~~September 16, 2019

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

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

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

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

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

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

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

DATED ~~FEBRUARY 25, 2019~~ September 16, 2019

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 2019 to September 30, 2020

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AGREEMENT

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

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

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

SECTION 1 – FORMAL RECOGNITION

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

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

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

SECTION 3 – MANAGEMENT RIGHTS

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

SECTION 4 – PREVAILING RIGHTS

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

SECTION 5 – PERSONNEL REGULATIONS

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

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

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

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

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

SECTION 7 – ASSOCIATION BUSINESS

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

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

SECTION 8 – TRAVEL EXPENSES

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

SECTION 9 – BULLETIN BOARDS

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

SECTION 10 – FAIR LABOR STANDARDS ACT

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

SECTION 11 – WORK PERIOD

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

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

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

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

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

24 Hour D and E Shift

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

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

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

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

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

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

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

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

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

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

SECTION 12 – OTHER PAY

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

- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. 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 Twin Falls Employee Handbook, as amended.

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

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

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

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

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

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

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

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

SECTION 14 – SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

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

SECTION 16 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

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

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

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

SECTION 18 – BEREAVEMENT LEAVE

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

SECTION 19 – MILITARY LEAVE

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

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

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject

to review and approval of the department head and City manager. Military leave will not affect vacation or sick leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee, may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION 20 – RETIREMENT FUND

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

SECTION 21 – SOCIAL SECURITY

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

SECTION 22 – DISABILITY INSURANCE

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

SECTION 23 - MANNING OF COMPANIES

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

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

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

Station Four: One (1) Driver Operator

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

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

SECTION 31 – SAFETY PROGRAM

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

SECTION 32 – HEALTH AND WELLNESS

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

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

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

SECTION 33 – CLOTHING ALLOWANCE

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

SECTION 34 – EMPLOYEE GOLF RATES

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

SECTION 35 – PARKING

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

SECTION 36 – SAVING CLAUSE

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

SECTION 37 – APPENDICES AND AMENDMENTS

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

SECTION 38 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2019, and shall remain in full force and effect until the 30th day of September 2020. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

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

DATED September 16, 2019

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer

APPENDIX A

1) Pay Table – Effective date of October 1, 2019

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$3,525
FIREFIGHTER 1	1 year in position - Firefighter 1 Certification	\$3,781
FIREFIGHTER II	2 years with TFFD - Firefighter 1 - Firefighter 2 - Swing Up Driver	\$4,338
SENIOR FIREFIGHTER	8 years with TFFD - Fire Officer 1	\$4,522
DRIVER	3 years with TFFD - Firefighter 2 - Driver's Academy Certificate	\$4,816
SENIOR DRIVER	5 years in position - Swing Up Captain	\$5,286
CAPTAIN	5 years with TFFD - Fire Officer 1 certification 2 years as Swing Up Driver	\$5,760
SENIOR CAPTAIN	5 years in position - Swing Up Battalion Chief	\$6,111

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

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

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

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

- 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)

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

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

DATED September 16, 2019

EMPLOYER

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APPENDIX B

EMPLOYEE DISCIPLINE

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

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

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

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

DATED September 16, 2019

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

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Andrew Stephenson, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

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

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

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

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

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

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

DATED September 16, 2019

EMPLOYER

ASSOCIATION

Mayor, Shawn A. Barigar

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer



Date: Monday, September 30, 2019
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

ACTION: Consideration of the City of Twin Falls accepting the status to become a Community Development Block Grant (CDBG) program recipient for the 2020 Fiscal Year.

This item will include a presentation by Twin Falls City Manager Travis Rothweiler and Doug Carlson, CPD Director for the United States Department of Housing and Urban Development, on the City of Twin Falls accepting status as a Community Development Block Grant (CDBG) program recipient for the 2020 Fiscal Year.

Time Estimate

The estimated amount of time this item will take is 30 minutes plus time to answer questions.

Background

The City of Twin Falls received notice that we have met the population eligibility requirements to become an "Entitlement City" and could directly receive Community Development Block Grant (CDBG) program funding in fiscal year (FY) 2020. For planning purposes, US HUD estimates the city's allocation in FY 2020 will be approximately \$342,000, based on FY 2019 allocation levels. The amounts are based on a formula that is updated every year for every eligible community. Since the number of participating grantees changes every year, HUD is very clear that is not a guaranteed funding level, but rather estimates that are based on previous allocation amounts as well as the number of jurisdictions that have entitlement community status.

It is important to note the President's Fiscal Year (FY) 2020 budget proposes to remove funding for the CDBG program. It's also important to note that while the President proposes a budget each year, it is the Congress that makes the appropriation decisions. The administration has zeroed out CDBG in its last two budget proposals but the funding was restored by the Congress and the President signed the budget bills. The CDBG program has been in existence since 1974 and has broad support. It is unlikely that the program will not be funded in 2020. While it remains to be seen whether or not Congress will appropriate funding for the CDBG program for FY 2020, the City will be under no obligation if the funding is eliminated.

The City has two options to consider: (1) accept our status as a CDBG program recipient, or (2) decline our status as a CDBG program recipient and continue eligibility for State of Idaho CDBG program funding.

Representative from HUD initially asked us to inform them in writing no later than September 30, 2019. We have asked for an extension until October 10th. Should we choose to participate, HUD will provide assistance in the development of the required documents, including the development of a "Consolidated Plan."

According to the US HUD website:

The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, Housing Trust Fund (HTF) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons With AIDS (HOPWA) Program. The

Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

Based on our brief survey, cities who have accepted CDBG funds have a dedicated staff member(s) that oversees/administers the CDBG funds, the Consolidation Plan, and program compliance/reporting requirements. We are in the process of identifying and connecting with communities/individuals in an attempt to fully understand their workload, and if they have other duties within the Community Development Department (all of the administrators are located in their respective Community Development departments). Per the CDBG program requirements, up to 20% of the grant award plus 20% of any program income can be spend on administration. Based on the estimate included in the letter, the City of Twin Falls would be able spent \$68,400 on personnel related costs and planning. It is possible in the first year that the majority of the administrative funds will be used the hire a consultant to complete the Consolidation Plan. Moving forward, we believe that the \$68,400 will cover all the base salary and a portion of the benefit costs. The balance of the funds would be used to complete projects and programs contained within the Consolidation Plan.

The letter also states that new grantees will incur significant start-up costs associated with developing the citizen participation plan and consolidated action plan. The City of Twin Falls would be able to hire a consultant to work on these activities prior to our award being official and these costs are eligible for a one-time reimbursement.

Approval

Approval of this Agenda item requires a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

If the City Council elects to accept the entitlement, the City of Twin Falls will receive CDBG funds from HUD in the amount of \$342,000. We know there will be costs impacts that will be at least equal to the grant amount.

Regulatory Impact:

United States 24 CFR Part 91 governs the City's requirements as it relates to the US Department of HUD's CDBG program.

Attachments

1. Notification letter provided by the U.S. Department of Housing and Urban Development, Dated September 16, 2019.
2. Guidance on 24 CFR Part 91 – Guidance to new communities.



U.S. Department of Housing and Urban Development

Region X Portland Field Office
Community Planning & Development Division

Edith Green - Wendell White Federal Building
1220 Southwest Third Avenue, Suite 400
Portland, OR 97204-2825
(971) 222- 2610
FAX (971) 222-2670

September 16, 2019

Travis Rothweiler, Manager
City of Twin Falls
203 Main Avenue East
Twin Falls, Idaho 83301



Dear Mr. Rothweiler,

SUBJECT: Eligibility for the 2020 Community Development Block Grant (CDBG) Program

We are pleased to notify you of the city of Twin Fall's eligibility to receive Community Development Block Grant (CDBG) program funding in fiscal year (FY) 2020. Your eligibility is based on the Census Bureau's July 1, 2018 population estimates and the Office of Management and Budget's September 14, 2018 Metropolitan Statistical Area updates. For planning purposes, we estimate that the city's allocation in FY 2020 will be approximately **\$342,000** (based on FY 2019 allocation levels).

Please note that the Census Bureau demographic data used for the CDBG formula is updated every year for every grantee, and since the number of participating grantees changes every year, HUD makes no guarantee that these estimates are an accurate prediction of actual FY 2020 allocation amounts for any jurisdiction that decides to accept entitlement community status. Potential grantees should also be aware that the President's Fiscal Year (FY) 2020 budget proposes no funding for the CDBG program. It remains to be seen whether or not Congress will appropriate funding for the CDBG program for FY 2020.

As a potential new CDBG metropolitan city, you have two options to consider:

- (1) Accept your status as a CDBG program recipient, or
- (2) Decline your status as a CDBG program recipient and continue eligibility for State of Idaho CDBG program funding

Please inform us in writing no later than September 30, 2019, concerning whether you intend to participate or defer your CDBG entitlement status in FY 2020. Please send your letter to:

Doug Carlson, CPD Director
Oregon State HUD Office
Edith Green-Wendell Wyatt Federal Building
1220 SW 3rd Avenue, Suite 400
Portland, OR 97204-2825

www.hud.gov/oregon
www.hud.gov/idaho

Should you choose to participate, this office will provide assistance to ensure that you understand the required contents of a "Consolidated Plan" and identify a program year start date that works best for you. Initial guidance related to accepting a CDBG award is attached to this letter.

Your city's program year can start no earlier than January 1, 2020 and no later than October 1, 2020. A consolidated plan must be submitted to HUD 45 days before your program year begins. In developing your plan, it is important that enough time is allocated to complete the housing market analysis and citizen participation requirements of the plan.

If you chose to participate, we will work closely with you to help you get off to a good start. Please provide a local contact that can work with our office on the plans and other information required to receive a CDBG grant. You may also consider enlisting the help of one or more experienced CDBG grantees in your area to share their expertise. If you have questions regarding this information, please feel free to contact me at (971) 222-2612 or via e-mail at doug.carlson@hud.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Carlson", with a long horizontal flourish extending to the right.

Doug Carlson, Director
Community Planning and Development

C: Dennis Porter, CDBG Program Director, IDOC

GUIDANCE FOR POTENTIAL NEW ENTITLEMENT GRANTEES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Potential new CDBG entitlement grantees may be identified annually when the Census Bureau releases updated population data. In addition, the Office of Management and Budget periodically issues bulletins that update their designations of metropolitan areas, counties included in metropolitan areas, and principal cities of those metropolitan areas. This memorandum provides guidance to potential new entitlement communities on the process required to become entitlement communities.

Once they are notified that they may be eligible for CDBG funding, potential new entitlement grantees are required to provide a written response to their local HUD Field Offices stating that they accept or decline their entitlement status. This response may be sent via email with a PDF attachment, facsimile, or mailed to the Field Office.

Part 91 Requirements

Potential new entitlement grantees must select a program year start date between January 1 – October 1. New grantees are encouraged to select a program year start date from July 1 – October 1 because of the amount of time required to develop a citizen participation plan, Consolidated Plan/Action Plan, train and hire staff on CDBG program requirements, and perform other necessary administrative actions required for start-up. In addition, because the Congressional appropriation process is often not completed by the start of the federal fiscal year, grantees with a program year start date of April 1 or earlier often do not receive their CDBG grants until well after their program year start dates.

Grantees are required to prepare a citizen participation plan that gives their policies and procedures for citizen participation in accordance with 24 CFR 91.105(a)(1). According to 24 CFR 91.105(a)(2), the citizen participation plan must provide for and encourage citizens to participate in the development of the consolidated plan/action plan, substantial amendments to the consolidated plan, and the annual performance and evaluation report. Low and moderate persons should be encouraged to participate in this process, particularly those that reside in areas where CDBG assistance may be targeted. Grantees must also encourage the participation of minorities, non-English speaking persons, and persons with disabilities as well. Participation by nonprofits, community-based organizations, public housing agencies, businesses, developers, and faith based organizations should also be encouraged.

A grantee is required to prepare a Consolidated Plan every three to five years and an annual Action Plan that details the activities it will carry out with CDBG funds. 24 CFR 91.5 defines a Consolidated Plan as the document submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submissions for funding under any of the Community Planning and Development formula programs (CDBG, HOME, ESG, and HOPWA) prepared in accordance with the process detailed in Subpart C of the Part 91 regulations.

Information required for a complete Consolidated Plan includes:

- A housing and a homeless needs assessment, which includes the jurisdiction's estimated housing needs, number and types of families in need of housing assistance for extremely low income, low income, moderate income, and middle-income families, renters or owners, elderly persons, single persons, large families, persons with HIV/AIDS and their families, and persons with disabilities.
- A homeless needs assessment which describes the nature and extent of homelessness; an estimate of the number of persons who are not homeless but require supportive housing; and the number of housing units occupied by low- and moderate-income families that contain lead paint hazards.
- A housing market analysis.
- A strategic plan which addresses nonhousing community development needs and barriers to affordable housing.
- An anti-poverty strategy.

Grantees must address all of the requirements listed in the regulations.

HUD cannot provide an estimate of how many hours it would take to prepare a Consolidated Plan because the number would vary with each entitlement grantee. It is recommended that potential new entitlement grantees contact other comparable entitlement grantees or the HUD Field Office to ascertain this information.

[The regulations at 24 CFR 91.15(a)(1) state that jurisdictions should submit their Consolidated Plans to HUD at least 45 days before the start of its program year. 24 CFR 91.15(a)(2) states that HUD will not accept a Consolidated Plan submission earlier than November 15 or later than August 16 of the federal fiscal year for which the grant funds are appropriated. It is important for grantees to understand that failure to submit their Consolidated Plan and Annual Action Plan by August 16 will result in the loss of funding for that fiscal year. Grantees should consult 24 CFR 91.220-230 for guidance concerning preparation of an annual Action Plan. Information on the Consolidated Plan may be accessed at <https://www.hudexchange.info/programs/consolidated-plan>. Grantees are required to submit their Consolidated Plan/Action Plan in the eCon Planning Suite: Consolidated Plan and IDIS. The eCon Planning Suite includes CPD maps, a mapping tool to assist grantees in determining where to target CDBG assistance. Additional information on the eCon Planning suite may be accessed at <https://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite/>. Webcasts on use of the eCon Planning suite may be accessed at <https://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite-overview-webinars/>.

Grantees are also permitted to hire consultants to assist them in developing a Consolidated Plan. Consultants must be procured in accordance with the procurement requirements at 2 CFR 200.318-200.326, accessible at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Notice 96-5 also provides guidance on

procurement. It may be accessed at
<http://www.hud.gov/offices/adm/hudclips/notices/cpd/96cpdnotices.cfm>.

Once a grantee submits its Consolidated Plan/Action Plan to the HUD Field Office, HUD has 45 days to review and approve it. A Consolidated Plan/Action Plan is considered approved by HUD 45 days after HUD receives it unless HUD notifies the grantee before that date that its plan is disapproved. The Field Office may disapprove all or part of a grantee's Consolidated Plan/Action Plan. Reasons include but are not limited to the plan being substantially incomplete, developed without citizen participation and/or consultation, or HUD determined that one or more of the certifications submitted with the plan are inaccurate. A grantee has 45 days from the date of notification of disapproval by HUD to resubmit its Consolidated Plan/Action Plan, and HUD has 30 days to approve or disapprove the resubmitted Consolidated Plan/Action Plan.

Once HUD approves a grantee's Consolidated Plan/Action Plan, the HUD Field Office issues a grant agreement. After the grant agreement is executed by HUD and the grantee, an account is established in the grantee's name with the U.S. Treasury. This is the grantee's Line of Credit. Grantees must draw down funds by activity as they are needed rather than draw down the entire grant at once. Grantees are not permitted to draw down funds in advance of need and are required to minimize the time between the transfer of funds from the Treasury to disbursement by them or their subrecipients for eligible activities.

Preparation of Consolidated Plans/Action Plans

New CDBG grantees are permitted to incur costs for the preparation of their citizen participation plans, Consolidated Plans/Action Plan and other administrative costs before the date of their grant agreements. Under the authority of 24 CFR 570.200(h), reimbursement for pre-award costs, before the effective date of the grant agreement, a grantee may incur costs and then after the effective date of the grant agreement pay for those costs using its CDBG funds. Citizens must be advised of the extent that pre-award costs will affect future grants, and the costs must be in compliance with Subpart C of the Part 570 regulations and the environmental review procedures stated in 24 CFR Part 58. Pre-award authority is only permitted for preparation of the first year's Consolidated Plan/Action Plan.

CDBG Program Administration

CDBG grantees are permitted to spend no more than 20 percent of their CDBG grants plus 20 percent of program income earned that program year for planning and administration expenses. Planning and administration expenses include but are not limited to preparation of the Consolidated Plan/Action Plan, staff salaries for employees administering the CDBG program, and lease of office space. New grantees will require significant start-up costs associated with the development of their citizen participation and consolidated/action plans and capacity building.

New CDBG grantees are advised to carefully consider the options for administering their proposed CDBG-assisted activities. The option(s) selected may depend on the size of the CDBG grant, grantees' capacity for CDBG program administration, and the activities that they plan to carry out. In accordance with 24 CFR 570.200(f), a grantee may carry out CDBG activities:

- through its employees (the hiring of staff to administer the CDBG program is an eligible administrative cost).
- procuring with a consulting firm or for-profit grant administrator (the contract must be governed by the requirements of 2 CFR 200.318-200.326).
- through loans or grants made to subrecipients (see 24 CFR 570.500(c) for the definition of subrecipient) or
- the use of one or more public agencies (such as the county, a public housing authority or a redevelopment authority).

Grantees may use one or more of these options for carrying out CDBG-assisted activities. However, please note that 24 CFR 570.501(b) states that the grantee is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve grantees of this responsibility. This means that grantees must ensure that designated public agencies, subrecipients, and contractors are carrying out CDBG-assisted activities in compliance with all CDBG program requirements. The grantee is responsible for monitoring such entities to ensure performance and compliance. The grantee remains responsible for any compliance problems and is financially responsible for any disallowed costs.

CDBG grantees are required to provide CDBG assistance only to areas within their jurisdictions' boundaries unless the requirements in 24 CFR 570.309 are met. This provision states that a grantee must determine that an activity funded outside of its jurisdiction is necessary to further the purposes of the Housing and Community Development Act of 1974 and its community development objectives, and that the grantee's residents are reasonably benefiting from the activity. It is important that grantees document the basis for this determination before CDBG funds are expended, and grantees must maintain that documentation. Urban counties are reminded that local governments which chose to opt out of the county's program or chose not to sign a cooperation agreement to participate in the county's program are not part of the CDBG Urban County. Even though these local governments may lie within the county's corporate boundaries, they are outside the jurisdiction of the county for CDBG program purposes.

Reporting Requirements

CDBG grantees are required to be proficient in the use of the Integrated Disbursement and Information System (IDIS). IDIS is the system through which grantees enter activity accomplishments and draw funds from the Line of Credit. Grantees are required to report on all CDBG-assisted activities in IDIS on a regular basis. Grantees are required to enter information on the proposed activity and national objective. As the activity progresses, grantees are required to report on activity accomplishments and performance measures. For activities that will meet the low- and moderate-income jobs national objective, grantees are required to enter information on race and income of the beneficiaries and identify the number of jobs created or retained. For activities that will meet the low- and moderate-income limited clientele national objective, grantees

are required to enter information on race and income of the beneficiaries. For activities that will meet the low- and moderate-income area benefit national objective, grantees are required to enter information on the Census tract and block groups that comprise the service area of the activity. The IDIS training manual may be accessed at <https://www.hudexchange.info/resource/2685/idis-online-for-cdbg-entitlement-communities-training-manual/>. The IDIS library may be accessed at <http://archives.hud.gov/offices/cpd/systems/idis/library/index.cfm>.

To obtain an IDIS account, a grantee's chief executive officer (or their designee) must fill out the IDIS Online Access Request Form, have it notarized, and submit it to their local HUD Field Office. For security and separation of duties purposes, multiple staff members will require IDIS access. The form and additional information on the requirements for acquiring an IDIS account may be accessed at <https://www.hudexchange.info/programs/idis/idis-technical-assistance/>.



Date: Monday, September 30, 2019
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to sign a contract with PMF, Inc., for construction of Canyon Springs Grade Roadway.

Time Estimate:

Staff estimates 5 minutes to explain the request

Background:

City staff has worked with JUB Engineers to reconstruct the Canyon Springs Grade. The project was advertised and unfortunately no bids were submitted. Engineering then approached council and requested permission to enter into negotiations with contractors on the open market. Engineering approach many contractors and received a proposal from PMF inc to complete the work. Engineering is requesting the council authorize the City Engineer to execute a contract with PMF inc for construction of the Canyon Springs Grade Roadway

Approval Process:

Council majority is required to authorize the City Engineer to sign a contract with PMF

Budget Impact:

Staff recommends approving signing of the contract with PMF inc in the amount of \$1,134,266 along with reserving \$113,427 for contingency for a total project cost of \$1,247,692. This would require \$930,000 of street reserves allocated for this project.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the Council Authorize the City Engineer to sign a contract with PMF Inc in the amount of \$1,134,266 and reserve a 10% contingency of \$113,427 for re-construction of the Canyon Springs Grade Roadway for a total project value of \$1,247,692.

Attachments:

1. Canyon Springs Road Bid Tab with Engineers Estimate
2. Canyon Springs Road - Notice of Award Cover Letter

City of Twin Falls - Canyon Springs Roadway Improvements

29-Aug-19

Roadway Construction		PMF				Engineer's Estimate			
Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost	Quantity	Unit	Unit Cost	Total Cost
201.4.1.E.2	Removal of Existing Concrete Railing	100	LF	\$ 10.00	\$ 1,000	100	LF	\$10.00	\$1,000
201.4.1.G.1	Remove and Relocate Existing Concrete Railing	1,337	LF	\$ 15.00	\$ 20,055	1,337	LF	\$20.00	\$26,740
201.4.1.B.1	Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500	1	LS	\$7,500.00	\$7,500
201.4.1.D.1	Removal of Bituminous Surface	559	CY	\$ 10.00	\$ 5,590	559	CY	\$4.50	\$2,516
202.4.1.A.1	Excavation (Roadway)	420	CY	\$ 20.00	\$ 8,400	420	CY	\$60.00	\$25,200
302.4.1.A.1	Rock Excavation	50	CY	\$ 200.00	\$ 10,000	50	CY	\$250.00	\$12,500
SP-3007	Recycled Asphalt Base Stabilization (RABS)	9,533	SY	\$ 6.60	\$ 62,918	9,533	SY	\$7.00	\$66,731
303.4.1.B.1	Exploratory Excavation	2	EA	\$ 500.00	\$ 1,000	2	EA	\$500.00	\$1,000
802.4.1.A.1	Crushed Aggregate for Base – ¾" Type I	450	CY	\$ 40.00	\$ 18,000	450	CY	\$60.00	\$27,000
SP-3020.1	Cement Treated Base (CTB)	1,450	CY	\$ 96.00	\$ 139,200	1,450	CY	\$80.00	\$116,000
201.4.1.E.1	Removal of Existing Half Culvert Gutter	1,764	LF	\$ 3.00	\$ 5,292	1,764	LF	\$3.00	\$5,292
201.4.1.F.1	Removal of Obstructions	1	LS	\$ 5,000.00	\$ 5,000	1	LS	\$4,000.00	\$4,000
202.4.5.A.1	Unsuitable Material Excavation	200	CY	\$ 15.00	\$ 3,000	200	CY	\$100.00	\$20,000
810.4.1.A.1	Plant Mix Pavement (includes chip seal)	1,740	TON	\$ 170.00	\$ 295,800	1,740	TON	\$125.00	\$217,500
601.4.1.A.25	12" Storm Drain, Ductile Iron Class 50	125	LF	\$ 55.00	\$ 6,875	125	LF	\$225.00	\$28,125
601.4.1.A.5.2	18" Storm Drain, Solid Wall PVC (ASTM F679)	42	LF	\$ 95.00	\$ 3,990	42	LF	\$150.00	\$6,300
601.4.1.A.12	Galvanized Steel Pipe Apron	2	EA	\$ 550.00	\$ 1,100	2	EA	\$750.00	\$1,500
706.4.1.A.1	Standard 3" Rolled Curb and Gutter	111	LF	\$ 45.00	\$ 4,995	111	LF	\$40.00	\$4,440
706.4.1.A.5	Standard 6" Vertical Curb & Gutter	1,479	LF	\$ 50.00	\$ 73,950	1,479	LF	\$40.00	\$59,160
602.4.1.G.1	Inlet - Type IV	4	EA	\$ 3,500.00	\$ 14,000	4	EA	\$2,000.00	\$8,000
2030.4.1.A.1	Manhole, Type B, Adjust to Grade	5	EA	\$ 1,200.00	\$ 6,000	5	EA	\$950.00	\$4,750
SP-2216.4.1.A.1	Storm Water Management	1	LS	\$ 20,000.00	\$ 20,000	1	LS	\$35,000.00	\$35,000
1103.4.1.B.1	Traffic Control Signs	322	SF	\$ 18.00	\$ 5,796	322	SF	\$12.00	\$3,864
1103.4.1.H.1	Tubular Markers	240	EA	\$ 31.50	\$ 7,560	240	EA	\$20.00	\$4,800
1103.4.1.I.1	Traffic Control Flaggers	250	MH	\$ 45.00	\$ 11,250	250	MH	\$45.00	\$11,250
SP-1105	Temp Traffic Signal Rental	60	days	\$ 165.00	\$ 9,900	60	days	\$375.00	\$22,500
SP-2102.4.1.A.1	Construction Coordination	1	LS	\$ 15,000.00	\$ 15,000	1	LS	\$37,500.00	\$37,500
1102.4.1.E.1	2" Conduit - SCH 40 (4 conduits installed in 1 trench)	3,800	LF	\$ 20.00	\$ 76,000	3,800	LF	\$40.00	\$152,000
1102.4.1.F.1	Junction Box-S45T	11	EA	\$ 550.00	\$ 6,050	10	EA	\$550.00	\$5,500
1103.4.1.J.1	Traffic Control Maintenance	1	LS	\$ 2,500.00	\$ 2,500	1	LS	\$25,000.00	\$25,000
SP-2832	MSE Retaining Wall	90	SF	\$ 250.00	\$ 22,500	90	SF	\$200.00	\$18,000
SP-2834	Geogrid Reinforcement	612	SY	\$ 25.00	\$ 15,300	612	SY	\$42.00	\$25,704
SP-2055.1	W-Beam Guard Rail	925	LF	\$ 95.00	\$ 87,875	925	LF	\$40.00	\$37,000
SP-2055.2	W-Beam Guard Rail Transition	2	EA	\$ 1,200.00	\$ 2,400	2	EA	\$2,500.00	\$5,000
SP-3003	Contractor Furnished Construction Surveying & Staking	1	LS	\$ 25,000.00	\$ 25,000	1	LS	\$35,000.00	\$35,000
SP-2050	Pre-Cast Concrete Guardrail	605	LF	\$ 90.00	\$ 54,450	605	LF	\$70.00	\$42,350
2010.4.1.A.1	8% Mobilization	1	LS		\$ 84,020	1	LS		\$84,017
				Sub-Total:	\$ 1,134,266				
				10% Contingency:	\$ 113,427				
				Total Recommended Award:	\$ 1,247,692				

Concrete Guardrail Note:

"new" concrete guardrail needed at the following locations: 1+70 - 2+70 right; ; 9+20-10+80 right; 14+70 - 17+70 right; 3+70-4+30 left;



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

September 25, 2019

Mr. Troy Vitek, P.E.
Assistant City Engineer
City of Twin Falls, Idaho
203 Main Avenue East
Twin Falls, ID 83301

RE: CANYON SPRINGS ROAD PROJECT – NOTICE OF AWARD

Dear Troy,

We have reviewed the bid from PMF, Inc. for the above referenced project. Based on this review and our previous discussions with City staff it is our recommendation that the City of Twin Falls award construction of the Canyon Springs Road project to PMF for the amount of \$1,134,266.

We would also recommend the City budget an additional contingency amount of 10% (\$113,427) for this project to account for potential unsuitable excavation repair and miscellaneous items that may occur during construction. This contingency amount may also potentially be used to construct additional concrete curb and gutter above the first hairpin.

A copy of the bid tab including engineers estimate as well as the notice of award for this project is attached for your review and signature / approval.

Please let me know if you have any questions or need additional information to move forward with awarding this project.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in black ink, appearing to read "Brian D. Smith".

Brian D. Smith, P.E.
Project Engineer

Attachments: Bid Tabulation with Engineer's Estimate
Notice of Award