

COUNCIL MEMBERS:

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>		<i>Mayor</i>				



AMENDED AGENDA
 Meeting of the Twin Falls City Council
Tuesday, February 19, 2013
 City Council Chambers
 305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 INTRODUCTION OF STAFF
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
 PROCLAMATIONS: None

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of a request to approve the accounts payable for February 12 – 19, 2013. 2. Consideration of a request to approve the February 4, 2013, City Council Minutes. 3. Consideration of a request to approve the In Lieu Application to pay fees in lieu of park land dedication for the Robbins PUD Subdivision. 4. Consideration of a request to approve the Special Event Applications for the Saint Patrick's Day Parade and Celebration sponsored by Bev and Steve O'Connor to be held on Sunday, March 17, 2013. 5. Consideration of a request to accept a property quitclaim deed from Idaho Department of Transportation.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan Leila A. Sanchez Dennis Bowyer Ryan Howe Mitch Humble
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request to adopt the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556. 2. Consideration of a request to adopt Resolution 1899, of the City Council of the City of Twin Falls, affirming opposition to the legalization of marijuana in the State of Idaho and urging the federal government to enforce existing drug laws. 3. Public input and/or items from the City Manager and City Council.	Action Action	Susan Harris Travis Rothweiler
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 - None		
V. <u>ADJOURNMENT TO EXECUTIVE SESSION:</u> 1. 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. 67-2345 (1) (b) 2. To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency. 67-2345(1)(c)		

****Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.***

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.
 4. A City Staff Report shall summarize the application and history of the request.
 - The City Council may ask questions of staff or the applicant pertaining to the request.
 5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
 7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.

COUNCIL MEMBERS:

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>			<i>Mayor</i>			



MINUTES
 Meeting of the Twin Falls City Council
Monday, February 4, 2013
 City Council Chambers
 305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 INTRODUCTION OF STAFF
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
PROCLAMATIONS:

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u>	<u>Action</u>	<u>Staff Report</u>
1. Consideration of a request to approve the accounts payable for January 29 – February 4, 2013.		Sharon Bryan
2. Consideration of a request to approve the January 14, 2013, Amended City Council Minutes.		Leila A. Sanchez
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Consideration of a request for Chief Brian Pike to formally “promote” Sergeant Justin Dimond; and a request that Mayor Greg Lanting administer the Oath of Office to Bradley Baisch, the Police Department’s newest Police Officer.	Action	Chief Brian Pike/ Mayor Greg Lanting
2. Consideration of a request to reconsider conditions placed on an amendment to the WS&V PRO PUD Agreement by the City Council on October 22, 2012.	Action	Renee Carraway
3. Consideration of a request to reappoint James Ray, Scott Standley, and Jay Reis to the Building Inspection Department Advisory Committee, for terms to expire March 2016.	Action	Dwayne Thomson
4. Presentation by Elisha Figueroa from the Idaho Office of Drug Policy.	Presentation	Elisha Figueroa
5. Presentation of the City Pool Financial Report by Gary Ettenger, CEO of the YMCA.	Presentation	Gary Ettenger
6. Consideration of a request by James Ray on behalf of Jon Davis to waive the non-conforming building expansion permit process for an expansion to property located at 819 Canyon Rim Road.	Action	Renee Carraway
7. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 - None		
V. <u>ADJOURNMENT:</u>		

**Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.*

Present: Shawn Barigar, Don Hall, Suzanne Hawkins, Greg Lanting, Jim Munn, Rebecca Mills Sojka, Chris Talkington

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Parks & Recreation Director Dennis Bowyer, Police Chief Brian Pike, Zoning & Development Manager Renee Carraway, Building Official Dwaine Thomson, Assistant to the City Manager Mike Williams, PIO Josh Palmer, Deputy City Clerk/Recording Secretary Leila A. Sanchez.

Mayor Lanting called the meeting to order at 5:00 P.M. He then invited all present, who wished to, to recite the pledge of Allegiance to the Flag with him. Pledge from Boy Scout Troop 63, St. Edward's Catholic Church, led the Pledge of Allegiance. Mayor Lanting introduced staff. A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

City Manager Rothweiler requested the following be added to the agenda as Consent Item I.3: Consideration of a request to approve a PUD Agreement Amendment for the WS&V R-6 PRO PUD #263, for Lot 1 Block 1, WS& V Subdivision First Amended and authorize the Mayor to execute the agreement.

MOTION:

Councilperson Talkington made the motion to approve the amendment to the agenda. The motion was seconded by Vice Mayor Hall and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

PROCLAMATIONS: None.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the accounts payable for January 29 – February 4, 2013, total: \$1,489,424.96
February 1, 2013, Payroll total: \$114,409.21
January 30, 2013, Fire Payroll: \$50,031.19
2. Consideration of a request to approve the January 14, 2013, Amended City Council Minutes.
3. Consideration of a request to approve a PUD Agreement Amendment for the WS&V R-6 PRO PUD #263 for Lot 1 Block 1, WS& V Subdivision First Amended and authorize the Mayor to execute the agreement. *Council approved to add to the Consent Calendar.*

MOTION:

Councilperson Barigar made a motion to approve the Consent Calendar as presented. The motion was seconded by Councilperson Munn and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request for Chief Brian Pike to formally "promote" Sergeant Justin Dimond; and a request that Mayor Greg Lanting administer the Oath of Office to Bradley Baisch, the Police Department's newest Police Officer.

Mayor Lanting, with the assistance of Police Chief Pike and Vice Mayor Hall, administered the Oath of Office to Bradley Baisch as Police Officer.

Police Chief Pike formally promoted Sergeant Justin Dimond.

2. Consideration of a request to reconsider conditions placed on an amendment to the WS&V PRO PUD Agreement by the City Council on October 22, 2012.

Zoning & Development Manager Renee Carraway explained the request.

Doug Vollmer, WS& V, LLC, is requesting a reconsideration of the October 22, 2012, City Council decision regarding an amendment to the Planned Unit Development Agreement. If the Council decides to send it back through the public hearing process, notices will be required to be mailed to surrounding property owners and posted in the newspaper.

City Attorney Wonderlich explained that the request is to decide whether or not to conduct another public hearing on the amended WS&V R-6 PRO PUD Agreement. If the Council chooses not to reconsider the request the decision of the City Council stands.

Council discussion followed.

City Attorney Wonderlich stated that the Council approved the amendment on October 22, 2012, to the WS&V R-6 PRO PUD #263 Agreement subject to conditions, some of which applied only to Lot 1 for Lot 1 Block 1, WS&V Subdivision First Amended. The applicant is requesting reconsideration of the amendment to the WS&V PRO PUD Agreement, to allow all the conditions to apply to Lots 2 through 5 also.

Doug Vollmer, WS& V, LLC, explained his request for reconsideration of the conditions of the WS&V PRO PUD Agreement.

MOTION:

Councilperson Talkington made the motion to approve the request for the reconsideration through another public hearing before the City Council to reconsider conditions placed on an amendment to the WS&V PRO PUD Agreement #263 by the City Council on October 22, 2012. The motion was seconded by Vice Mayor Hall and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

3. Consideration of a request to reappoint James Ray, Scott Standley, and Jay Reis to the Building Inspection Department Advisory Committee, for terms to expire March 2016.

Building Official Duane Thomson explained the request. James Ray, Scott Standley, and Jay Reis are all at the end of their terms on the Building Inspection Department Advisory Committee. All three have completed their first terms and are eligible for reappointment. They have all requested to be reappointed.

The Mayor and staff recommend that the Council reappoint James Ray, Scott Standley, and Jay Reis to the Building Inspection Department Advisory Committee, for terms to expire in March 2016.

Council discussion followed.

Councilperson Munn stated that he had asked Community Development Director Humble if the positions had been opened up to builders and others of this trade and he responded that it is difficult to find interested and qualified applicants to serve on the Commission.

MOTION:

Councilperson Munn made the motion to reappoint James Ray, Scott Standley, and Jay Reis to the Building Inspection Department Advisory Committee, for terms to expire March 2016. The motion was seconded by Councilperson Hawkins.

Councilperson Mills Sojka commented that she would encourage the City to open the positions to the public.

Mayor Lanting stated that he has followed the lead of the former two mayors on reappointments. If commission/committee members are interested in reappointment and have good attendance, participation record, and recommendation of a staff and council liaison, he would consider the reappointments without opening the positions up to the public and would present to the City Council for approval.

Councilperson Talkington stated that he is in favor of opening up positions to the public and reappointments of members should be considered in a case to case basis.

4. Presentation by Elisha Figueroa from the Idaho Office of Drug Policy.

Elisha Figueroa presented the following:

"Medical" Marijuana: The Facts

18 "Medical" Marijuana States/2 Recreation Marijuana States

Marijuana is not Medicine

Medication vs. Street Drug

Medical Associations/Societies who do not support smoked marijuana as medicine.

Marijuana is addictive and harmful

"Medical" Marijuana and Fraud

Advertisements for "medical marijuana"

Council discussion followed.

-Gateway drug

-Education needed

-Health risks within marijuana

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- Enforcement needed
- Public health announcements
- Three Strikes Law

Police Chief Pike explained the impact of surrounding medical marijuana states and recreational states.

Mayor Lanting stated Tammy de Weerd, from the City of Meridian, and representatives from Idaho cities sent President Barack Obama a letter of concern regarding the legalization of marijuana in Washington and Colorado and his administration's decision to not enforce federal drug laws.

Elisha Figueroa stated that the Office of Drug Policy feels confident that legislation will not pass any kind of legalization of marijuana. She stated her concern of a voter referendum issue. Information has been requested on rehabilitation on the prison level from the Idaho Department of Corrections, after the Times News ran an article in the editorial. (CORRECTION COSTS: Marijuana and Despair)

Councilperson Munn stated that the "three strikes law and you're out" law is not a state law but a federal law.

Council directed City Manager Rothweiler to prepare a resolution for Council's consideration for a future meeting.

5. Presentation of the City Pool Financial Report by Gary Ettenger, CEO of the YMCA.

Gary Ettenger stated he would like to come back to Council and give a presentation on Youth Obesity.

He thanked the City for work done in the shower areas, office floor, and sidewalks.

The Board of Directors identified a million dollars of current needs and has discussed a capital campaign on the facility and would like to include the City Pool. At the City Pool, the following needs have been identified: Spray park, large slide, and aquatic climbing wall.

After meeting with Mitch Humble, Travis Rothweiler, Greg Lanting, Shawn Barigar, and John Pauley, a new accounting method was put in place on how a portion of the YMCA's full membership revenue would be credited to the pool. He reviewed the Y/City Pool Profit & Loss – September 2011 through August 2012.

Council discussion followed.

- Lifeguard wages
- Delayed payments

John Pauley stated that raises are based on job performance.

Gary Ettenger assured the Council that there would be no future problems on delayed payments.

Councilmember Barigar gave a brief update on the allocation of the full membership meeting with the YMCA and City Staff.

City Manager Rothweiler stated that the YMCA will present their Annual Report in August 2013.

6. Consideration of a request by James Ray on behalf of Jon Davis to waive the non-conforming building expansion permit process for an expansion to property located at 819 Canyon Rim Road.

Zoning & Development Manager Carraway reviewed the request.

Staff recommends approval of the request as presented.

Council discussion followed.

- Owner of the property between the property line and the actual canyon rim location.
- Year home built
- Circular driveway

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Zoning & Development Manager Carraway stated that she does not have a legal description or warranty deed on this property at this time. The property could be owned by the City of Twin Falls or Canyon Springs Golf Course.

James Ray, James Ray Construction, explained the request. Because of the zoning, the plan is to leave the current rear wall of the house in place. It is difficult to determine where the property line is located. He will not encroach any further north to the canyon from where the house is currently located. He explained that the basement will be buried and he will build a two story structure in the same place with no basement. On overhead projection he showed the covered patio. He stated that after some research, he could not determine when the house was built.

Mayor Lanting asked if the Council has an option of requesting a geological study even though it's a legal non-conforming use.

Zoning & Development Manager Carraway answered in the affirmative. A geological study has not been done on this property. The property on the west side of the home went through the legal non-conforming expansion permit process and a geological study was not required.

Council discussion followed.

Councilperson Mills Sojka recommended a geological study.

Zoning & Development Manager Carraway stated that she is not an engineer and does not know the stability of the canyon rim. It is within the code to protect any new development by requiring a geological study be completed. Building setbacks would be based upon that study or the code required setback, whichever is most restrictive. Historically a remodel of an existing structure has not been required to complete the study.

City Attorney Wonderlich stated that the City does not accept any liability responsibility if the request is approved.

Councilperson Munn asked the cost of a geological study.

James Ray stated that he understood that a geological study was done on the other side of the canyon at a cost of approximately \$50,000.

Councilperson Talkington stated that he would be in favor of a geological study on an undeveloped property. The request is for a legal non-conforming building expansion permit and he does not see the value of a geological study.

Zoning & Development Manager Carraway stated that an undeveloped property is required to have a 100' building setback and depending on the geological study the new building may be as close as 50'.

Councilperson Barigar asked if the surrounding neighbors were notified of the request.

Zoning & Development Manager Carraway stated that the applicant is not required to contact surrounding neighbors.

Mayor Lanting stated his concern of the adding additional weight to the canyon rim with a two story home. He stated that in the 1980s geological studies had been done on canyon rim properties but is not sure if there are written records. He remembers a geologist spoke at a Planning & Zoning Commission meeting, who discussed the concerns of building on the canyon rim.

MOTION:

Councilperson Talkington made a motion to waive the non-conforming building expansion permit process located at 819 Canyon Springs Road, as presented, and subject to no further encroachment beyond the current northern wall structure; and, the adjoining property owners be notified of the proposed building expansion.

Vice Mayor Hall asked for clarification as to who would notify the adjoining property owners and asked what happens if the property owners object.

City Manager Rothweiler stated that if the request is approved, Council has agreed to waive the public hearing process, and has permitted the applicant to move forward.

The motion failed for the lack of a second.

MOTION:

Councilperson Munn made the motion to approve the request by James Ray on behalf of Jon Davis to waive the non-conforming building expansion permit process for an expansion to property located at 819 Canyon Springs Road, as presented, and subject to no further encroachment beyond the current northern wall structure. The motion was seconded by Councilperson Barigar.

Council discussion followed.

-Public notification

Councilperson Hawkins asked why the public hearing portion is requested to be waived.

Zoning & Development Manager Carraway stated that City Code allows the process of the waiving of residential expansion, as long as it does not encroach any further into the rear setback along the canyon or the front or street side setback.

Roll call vote showed Councilpersons Barigar, Hall, Hawkins, Munn and Talkington voted in favor of the motion. Councilpersons Lanting and Mills Sojka voted against the motion. Motion approved 5 to 2.

7. Public input and/or items from the City Manager and City Council.

Councilperson Munn invited the Council and City staff to attend an open house at Reeder Flying Service on February 5, 2013, at 11:00 A.M., to meet the new owners.

Councilperson Hawkins reported that the Golf Commission has two vacancies and applications can be made until February 15, 2013, and the Planning & Zoning Commission has two vacancies and applications can be made until February 13, 2013.

Vice Mayor Hall reported that the Policeman's Ball would be held on February 9, 2013, at Canyon Crest Restaurant.

Councilperson Barigar stated that the Annual Chamber Banquet would be held on February 8, 2013, at 6:00 P.M., at Radio Rondevoo.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: 6:00 - None

V. ADJOURNMENT: The meeting adjourned at 6:51 P.M.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary



Date: Tuesday February 19, 2013
To: Honorable Mayor and City Council
From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of a request to approve the In Lieu Application to pay fees in lieu of park land dedication for the Robbins PUD Subdivision.

Time Estimate:

None – Consent Calendar

Background:

The Robbins Avenue PUD Subdivision was originally approved by the City Council for a Parks in Lieu in October 2005. No payment value was formulated at that time. Since that time, the original developer went into bankruptcy and EHM Engineers ended up with the property. Staff felt it would be best to have this development go back through the Parks in Lieu process.

The Robbins Avenue PUD subdivision is a proposed 24 household units (six 4-plexes) on 1.49 acres. The subdivision is located on the south side of Robbins Avenue, west of Washington Street North, and east of Sparks Street.

Code Section 10-12-3-11 requires a dedication of one acre of land per 100 units developed within a subdivision for the development of a neighborhood park. Therefore, this subdivision will require a dedication of 0.24 acre of park land. However, City Code Section 10-12-3-11(F) states that:

“The city council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements, which contributions shall be used for park land acquisition and/or park improvements within the boundaries of the arterial streets in which the development is located.”

Attached are the Parks in Lieu Contribution application and a map showing the location of the proposed subdivision. Using the 2012 Twin Falls County Assessor’s value of land, the price per acre is calculated at \$44,116.78 per acre, and using the in lieu of formula, the in lieu of payment is \$18,196.03.

Currently the closest neighborhood park is Harry Barry, located approximately ½ mile to the southwest. Since the park land dedication requirement from this subdivision is only .24 acres, staff supports the developer’s request for a parks in lieu of contribution

Ordinance # 3034 allows developments meeting all five (5) criteria shall qualify for a 50% reduction on their cash contribution in lieu of dedication of park land. The five criteria are:

1. The number of household units must be 8 or less per acre, as identified on the preliminary plat.
2. Development shall be located within city limits.
3. Development shall not border an arterial street.

4. Development shall not border the city limits.
5. Development must not have been converted from agricultural land.

The Robbins PUD Subdivision meets 4 of the 5 criteria. The number of household units per acre is 16.11. The Robbins PUD Subdivision does not qualify for a 50% reduction of their cash contribution.

Approval Process:

City Code 10-12-3-11 provides for the Council to approve a request to pay fees in lieu of park land dedication. A public hearing is not required. The Code does not require a recommendation from the Parks & Recreation Commission. However, staff has made it a policy to bring these in-lieu requests to the Commission for a recommendation. At their February 12th meeting, the Commission unanimously recommended approval of the request.

Budget Impact:

The developer has submitted the 2012 Twin Falls County Assessor's value for this property; the land is valued at \$44,116.78 per acre. The value of the land is added to the cost of developing an acre of park land (\$31,700), then multiplied by 0.24 to arrive at an in lieu payment amount of \$18,196.03.

Regulatory Impact:

Approval of this request will allow the applicant to proceed with the development of this property without park land dedication.

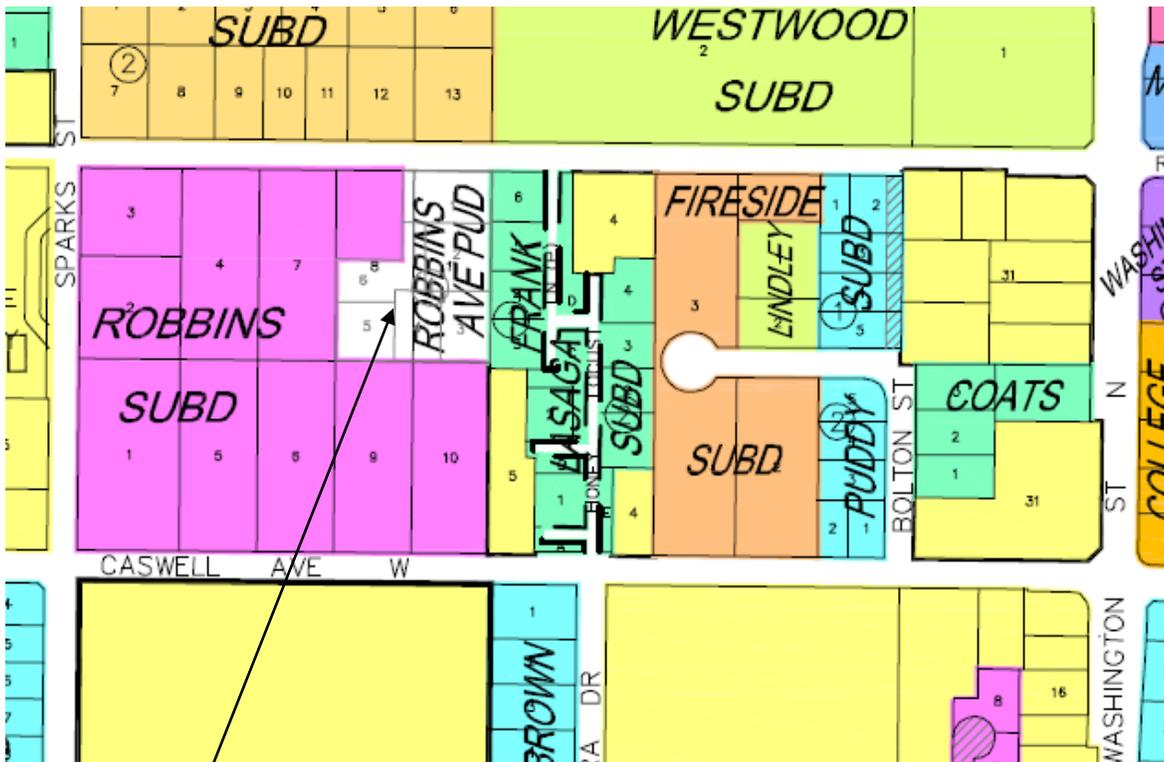
Conclusion:

The Parks & Recreation Commission recommends that the City Council accept the developer's request to pay fees in lieu of park land dedication as part of the park ordinance. Staff concurs with the recommendation.

Attachments:

1. Area Map
2. Parks In Lieu Contribution Application
3. Preliminary Plat
4. City Parks & Recreation Facilities Map

↑ North



Robbins Avenue PUD Subdivision

PARKS IN LIEU CONTRIBUTION APPLICATION

Subdivision Name: Robbins Ave. PUD
Number of Dwelling Units/acres: 24 / 1.49
Developer: EHM Engineers, Inc.
Address/phone#: 621 N. College Rd., Ste. 100 Twin Falls, ID 83301 734-4888
Appraiser: T.F. County Assessor 736-4008
Address/phone #: P.O. Box 88 Twin Falls, ID 83303-0088

The following items shall be included with the parks in lieu contribution submittal prior to acceptance by the City Administrator. It is the responsibility of the developer to see that all required information is submitted to the city at the time of the application. Please read the application and decide which process you are going to use. The City of Twin Falls allows three different requests. Please mark an X by the method used.

- Have you talked to the parks department about the requirements?
- Enclosed is a copy of the appraiser's value for the land.
- N/A Enclosed copy of a bid/material costs to construct walking path/bike trail.
- I am requesting an in lieu of contribution in concept only. Will present final values at the time of the final plat application for approval.
- I am requesting an in lieu of contribution without walking/bicycle trails, using the following formula:
a. Determine the per acre appraised value of the land in the development. (L)
(See 10-12-3-11(F)). Appraisal value: (L) 44,116.75
b. The current park development cost is \$31,700 per acre. (P)
c. Total the number of household units in the development. (H) 24

Note: Lots large enough for multi-family units will require a certification and supporting covenants addressing the developer's intent relative to the requirement for single family dwellings.

d. Use the contribution (C) formula: $C=(L+P)(H)(.01)$
 $C= (L+31,700) (H) (.01)$

Contribution Amount to be approved: \$ 18,196.03

- I am requesting an in Lieu of contribution with walking/bicycle trails, using the following formula;
a. Determine the per acre appraised value of the land in the development. (L)
(See 10-12-3-11(F).)
b. The current park development cost is \$31,700 per acre. (P)
c. Total the number of household units in the development. (H) _____

Note: Lots large enough for multi-family units will require a certification and supporting covenants addressing the developer's intent relative to the requirement for single family dwellings.

d. Use the following formula:

Land contribution portion:

- i. Appraisal value: (L) _____
- ii. Development costs for the walking/bicycle trail.
 1. Cost of land underneath the trail per square foot:
(A) _____
 2. Cost to develop the trail per square foot:
(B) _____
 3. Trail cost = (A + B) (total trail square footage):
Trail cost _____
 4. Land portion = (L)(H)(0.01) – (Trail cost):
Land portion _____

Note: Land portion cannot be less than 50% of (L)(H)(0.01).

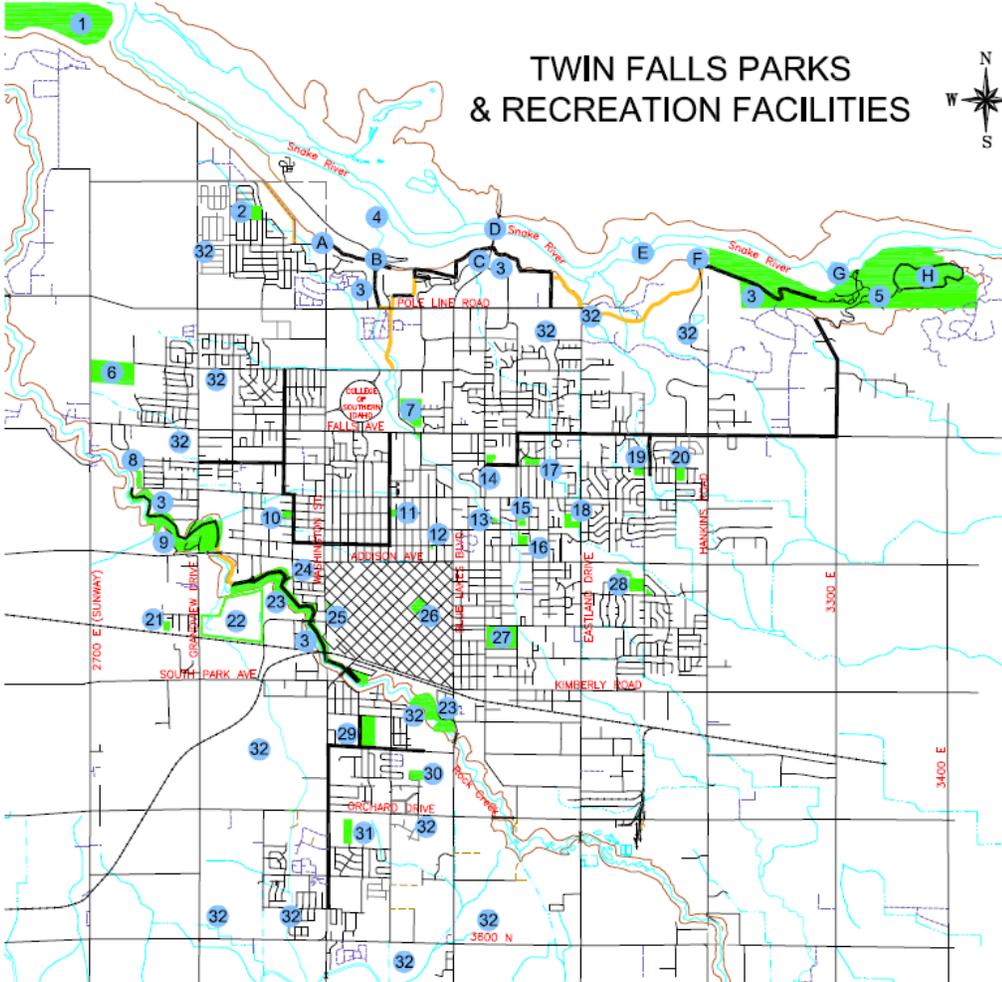
Park improvement portion = (31,700) (H) (.01): _____

Land portion + park improvement portion = _____

Contribution amount to be approved: _____

In lieu of contribution must be made prior to final plat recordation.

TWIN FALLS PARKS & RECREATION FACILITIES



1. Auger Falls
2. Northern Ridge Park
3. Canyon Trails
4. Centennial Park (County owned)
5. Shoshone Falls & Dierkes Lake
6. Sunway Soccer Complex
7. Frontier Field
8. Rock Creek Trail Estates Park
9. Rock Creek Park (County owned)
10. Harry Barry Park
11. Harrison Park
12. Pierce St. Tennis Court
13. Willow Lane Park
14. Swimming Pool & Sawtooth Softball Fields
15. Sunrise Park
16. Teton Park
17. Cascade Park
18. Ascension Park
19. Jason's Woodland Hills Park
20. Morning Sun Park
21. Fairway Estates Park
22. Twin Falls Golf Club
23. Rock Creek Canyon Parkway (City owned)
24. Blake St. Trailhead
25. Drury Park
26. City Park
27. Harmon Park
28. Clyde Thomsen Park
29. Oregon Trail Youth Complex
30. South Estates Park
31. Vista Bonita Park
32. Future Parks

 BIKE PATH/TRAIL SYSTEM
 PROPOSED BIKE PATH TRAIL SYSTEM



Date: Tuesday, February 19, 2013, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve the applications for the Saint Patrick's Day Parade and Celebration sponsored by Bev and Steve O'Connor. The events will be held on Sunday, March 17, 2013.

Time Estimate:

Staff requests that this item be placed on the consent calendar.

Background:

In January 2013, Bev and Steve O'Connor submitted a Special Events Application and Parade Application for the annual Saint Patrick's Day Parade and Celebration.

The parade is to be held on Sunday, March 17, 2013, at 12:00 p.m. on Main Avenue, beginning in the 600 Block of Main Avenue East/South (the area of Krengel's True Value Hardware Store). The parade will travel west on Main Avenue to the 500 Block of Main Avenue North/West (the area of the Magic Valley High School). The parade participants will begin to assemble at 11:00 a.m.

Main Avenue will be closed from Murtaugh Street to Castleford Street. The staging area will be located in the 600 Block of Main Avenue East/South and the parade floats will disperse in the 600 Block of Main Avenue North/West.

There will be an estimated 30 floats in the parade, which will be decorated with a Saint Patrick's Day theme. It is anticipated that approximately 1,000 people will be in attendance to observe the parade. The parade application fee has been paid.

Steve and Bev O'Connor's have requested in their Special Events Application the closure of the 100 Block of Main Avenue North/West, starting at Shoshone Street, west on Main Avenue to an area just west of the Magic Valley Bank. The street closure will begin at the conclusion of the parade. This street closure will be in place to allow for the overflow of patrons attending the celebration after the parade and will remain closed until O'Dunken's closes for business that evening.

This event will require two (2) Twin Falls County Sheriff's Reserve Deputies to provide security from 3:00 p.m. until O'Dunken's closes for business and the crowd disperses. Bev and Steve O'Connor will provide security fencing along the curb area of Shoshone Street North and Main Avenue North to deter participants of the celebration from spilling over into traffic on Shoshone Street. Port-a-potties will be provided and will be located in the angled parking area in front of the Magic Valley Bank. Barricades for this street closure will be provided by Bev and Steve O'Connor. There will also be a band playing live music. The band stage will be set up on the sidewalk area of Main Avenue West. The band will play

from 3:00 p.m. until 7:00 p.m. Bev and Steve O'Connor will be responsible for the clean up in the immediate area of the event and the affected surrounding area of downtown.

The Twin Falls Police Department did not receive any calls for service during the 2012 event.

Most downtown business owners have been notified of the event through e-mail. As of this time, we have received no negative responses for this event.

The Twin Falls Fire Department will also assist with traffic control at both intersections of 2nd Avenue East/North and Shoshone Street and 2nd Avenue West/South and Shoshone Street during the parade.

Approval Process:

N/A

Budget Impact:

This event will require a total of nine (9) Twin Falls Police Officers on overtime; three (3) non-sworn Police employees on overtime; and Citizens on Patrol volunteers. A briefing will be held at 10:30 a.m. Street closures will take place at 11:30 a.m. The parade is scheduled to start at 12:00 p.m. and is estimated to conclude by 1:30 p.m. It is estimated that this event will take three (3) hours to allow for street closures, allowing traffic flows to adjust, and the opening of streets at the conclusion of the parade. The total cost for overtime for this event will be approximately \$1,476.00. This cost has been included in the Twin Falls Police Department's overtime budget. (Note: In the past few years, Saint Patrick's Day has occurred during the work week when two (2) to five (5) of the Patrol Officers from the Traffic Team were on duty. However, with this year's event being on the weekend, all Officers working the event will be on overtime.)

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members have met and approved the Special Events Application and Parade Application. The Twin Falls Police Department Staff has also met and approved these applications pending a decision on overtime costs for the parade.

Attachments:

None

DP:aed



MONDAY Tuesday, February 19, 2013
To: Honorable Mayor and City Council
From: Mitch Humble, Community Development Director

CONSENT ITEM

Request:

Consideration of a request to accept a property quitclaim deed from Idaho Department of Transportation.

Time Estimate:

There will be no staff presentation unless the Council has questions.

Background:

Within the Canyon Park West property is a developed public access to the Visitor's Center and The Outback restaurant. That public access is developed on a parcel owned by ITD and is the only public vehicular access to the Visitor's Center, the Outback restaurant, and one undeveloped lot. This access is also designated to be used as the northern entrance to the Canyon Park West Development. Staff has been working with ITD to acquire this property so that the City can ensure perpetual public access to the properties listed above. Upon acceptance of this public access, the City will make it ROW to guarantee public access to the Visitor's Center, the Outback, the undeveloped lot, the Canyon Park Development, and the City's trailhead park. The parcel shall also be incorporated into the existing maintenance agreement between the City and Canyon Park Development and will be maintained by Canyon Park Development.

Budget Impact:

There is no significant budget impact associated with the Council's acceptance of this property as this access is already developed and will be maintained by Canyon Park Development.

Regulatory Impact:

Approval of this request will authorize the Mayor to sign the quitclaim deed.

Conclusion:

Staff recommends that the Council accept the Quitclaim Deed from ITD and authorize the Mayor to execute.

Attachments:

1. Location Map
2. Quitclaim Deed

Vicinity Map

Reference Only



Property Location



After recording return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

Project No. F-2391(23)
Key No. A2429
Parcel No. 8.5
Parcel ID No. 0045633

(Space Above For Recorder's Use)

QUITCLAIM DEED

FOR VALUE RECEIVED, the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD** by **and through the IDAHO TRANSPORTATION DEPARTMENT**, "Grantor", does hereby convey, release, remise and forever quitclaim unto the **CITY OF TWIN FALLS, a municipal corporation of the State of Idaho**, "Grantee", whose mailing address is 305 Third Avenue East, Twin Falls, Idaho 83301, the following described premises located in Twin Falls County, Idaho, to-wit:

See **Exhibit A hereto**, which by reference is incorporate herein, together with the appurtenances.

Grantor expressly reserves to itself, its heirs, agents or assigns, a Permanent Easement for ingress and egress, across the area described in **Exhibit "A"** hereto and by reference made a part hereof.

This deed is intended to convey to Grantee all right, title and interest of Grantor in and to said property, now owned or hereafter acquired.

Provided However, that this conveyance is made and accepted upon the express condition, and in compliance with IC 58-335A, that said Grantee and its successors shall use said land for only a public purpose, then and in the case that public use shall have terminated, the whole of the estate above granted and conveyed and any and all improvements thereon shall immediately revert to and become the property of the Grantor, its successors or assigns forever, and the said Grantor hereby expressly reserves to itself and it successors or assigns to enter upon said land and premises and to take absolute possession thereof and any and all improvements thereon, for and upon the breach of the aforesaid condition.

Project No. F-2391(23)
Key No. A2429
Parcel No. 8.5
Parcel ID No. 0045633

Dated the __ day of _____, 2013.

THE STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, acting by and through THE IDAHO TRANSPORTATION DEPARTMENT

BY: _____
Nestor Fernandez, PE
Resource Center Engineer

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 2013, before me the undersigned, a Notary Public in and for said State, personally appeared NESTOR FERNANDEZ, known to me to be the RESOURCE CENTER ENGINEER for the State of Idaho, Idaho Transportation Board, by and through the Idaho Transportation Department, and acknowledged to me that he executed the same as such RESOURCE CENTER ENGINEER for the State of Idaho.

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

(SEAL)

Notary Public for IDAHO
Residing in BOISE
My commission expires 3/6/2018

EXHIBIT A

A parcel of land located in Government Lot 3, Section 34, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the most Easterly corner of "Canyon Park West No.1 Subdivision", being a point 58.00 feet left of Station 127+50 of Highway Project F-RF-2391 (23);

Thence North $56^{\circ}25'45''$ West, 93.96 feet along said subdivision boundary to a point 152.00 feet left of Station 127+50 of said Highway project;

Thence North $26^{\circ}33'05''$ East, 56.64 feet along said subdivision boundary;

Thence North $58^{\circ}01'28''$ West, 26.50 feet along said subdivision boundary;

Thence along a curve left on said subdivision boundary;

Δ - $20^{\circ}58'03''$

R - 432.00'

A - 158.09'

C - 157.21'

LCB - North $68^{\circ}30'29''$ West to the REAL POINT OF BEGINNING;

Thence along a curve left on said subdivision boundary.

Δ - $07^{\circ}58'09''$

R - 432.00'

A - 60.09'

C - 60.04'

LCB - North $82^{\circ}58'35''$ West

Thence North $09^{\circ}03'07''$ East, 276.99 feet along the Easterly boundary of Lot 4, Block 1, "Canyon Park North Subdivision".

Thence North $09^{\circ}12'19''$ East, 46.21 feet along the Easterly boundary of said Lot 4.

Thence South $80^{\circ}44'31''$ East, 59.88 feet to a point on the Westerly boundary of Lot 5, Block 1, "Canyon Park North Subdivision".

Thence South $09^{\circ}03'07''$ West, 320.86 feet along the Westerly boundary of Lots 5 & 6, Block 1, "Canyon Park North Subdivision" to the REAL POINT OF BEGINNING.

Containing approximately 19276 Sq. Ft.





Date: Tuesday, February 19, 2013
To: Honorable Mayor and City Council
From: Susan Harris, Human Resources Director

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

Time Estimate: Approximately 10 minutes to review changes and respond to any questions.

Background: The Collective Bargaining Agreement between the City of Twin Falls and the Twin Falls Firefighters Local 1556 expired October 1, 2012. According to contract language; however, it renews automatically thereafter unless either party makes a request to open the negotiation process.

The Executive Board of Local 1556 submitted a request to open negotiations for the purpose of discussing several issues and updating the contract, particularly in regards to language covered in Section 20 – Social Security. You may recall from the last contract that there was to be a state-wide referendum vote giving members an opportunity to opt out of the Social Security system. In July 2012, following the Referendum A vote (state-wide) and Referendum B vote (agency specific), the Twin Falls Firefighter’s opted out of the Social Security system.

There are relatively few changes to this DRAFT document. They include dates, reference to the change in Personnel Resolution number 1587 to 1987, the addition of “sexual orientation” to the discrimination policy as directed by the Council, specifics as to future handling of former Social Security contributions between the City and members of Local 1556, and inclusion of the new salary table.

Revisions to the contract are noted by a line drawn through existing text, which will be deleted upon adoption, followed by recommended language which is highlighted in yellow.

Approval Process: This DRAFT has been reviewed and approved by both negotiating teams.

Formal adoption by the City Council is required to ratify the Agreement.

Budget Impact: None

Regulatory Impact: None

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

Attachments: Draft Collective Bargaining Agreement

CITY OF TWIN FALLS
AND
TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 2010 2012 to September 30, 2012-2014

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AGREEMENT (2010-2012-2012 - 2014)

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 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, ~~sex~~ gender, religion, ~~or~~ physical limitation, **or sexual orientation**.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for

suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

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

SECTION 5 – PERSONNEL REGULATIONS

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

The provisions of City of Twin Falls Resolution #1587 #1897, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

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

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

SECTION 7 – ASSOCIATION BUSINESS

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

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings, subject to a maximum of 15 meetings per year.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed travel expenses as established by administrative memorandum.

SECTION 9 – BULLETIN BOARDS

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

SECTION 10 – FAIR LABOR STANDARDS ACT

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

SECTION 11 – WORK PERIOD – HOURLY RATE

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

Each work period shall commence at 8:00 A.M. and end twenty-seven (27) 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 27-day period used to compute the overtime due under Section 7(K).

After an initial training period, the regular tour of duty for suppression personnel shall be one (1) rotating twenty-four (24) hour on-duty shift followed by forty-eight (48) hours off duty.

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

Appendix A to this agreement shall set forth the F.Y. 2010-2011 ~~2012-2013~~ Pay Schedule. The Pay Schedule shall be placed into effect ~~October 1, 2010.~~ ~~November 1, 2012.~~ The salary shown in Appendix A shall include straight time pay for 243.33 hours.

The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 27 days work period. Hourly rates for each position classification shall be calculated by dividing the monthly salary by 243.33* for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay ~~and/or certification pay,~~ ~~and/or stand-by pay.~~

SECTION 12 – EXTRA DUTY PAY

- a. Overtime. All overtime shall be administered in accordance with the Fair Labor Standards Act. The salary stated in Appendix A shall include straight time pay for 216 hours in a 27-day work period. A premium payment of ½ times the regular hourly rate shall be paid for all hours worked between 204 hours and 216 hours in a 27-day work period. Hours worked in excess of 216 hours in a 27-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.
- b. Emergency Call Back Pay. Employees called to emergency duty, as determined by the Chief, or his designee, due to an emergency, shall be paid at a rate equal to 1.5 times their normal hourly rate for a minimum of four (4) hours.
- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section ~~13~~ ~~12~~(a).
- d. ~~Stand-by Pay. In order to meet minimum manning requirements, the Chief may, at his/her option, request off duty fire fighters to stand-by for fire response. While on stand-by duty, fire fighters shall not be restricted from using their time to pursue private interests so long as they can respond within a reasonable time and report to work in a mental and physical condition which enables safe and efficient job performance. The Employer shall provide pagers for this purpose.~~

~~Stand-by duty shall be compensated according to the following formula:~~

~~Monthly salary divided by 173.33 equals the equivalent of an hourly wage for a 40-hour/week employee, times 24 equals the daily 24-hour shift rate, divided by 7, divided by 24 equals the hourly stand-by rate. (This formula provides for a compensation practice which is consistent with those employees who are required to be on call and who work a 40-hour/week.)~~

~~Stand-by shall be worked on a voluntary basis.~~

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

e. **d** Working Out of Classification. Any person covered by this agreement meeting the specified department requirements for working out of class will have their salary adjusted according to the salary table in Appendix A. Those individuals shall be required to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds when assigned.

f. **e** HazMat. It is recognized that some fire fighters of the Twin Falls Fire Department are also members of the Idaho Hazardous Materials Response Team. During incidents in which these fire fighters are required to respond with the State Response Team, the City agrees to compensate these fire fighters according to the schedule below. These hours will be exempt from the total hours worked and will not be included in the computation for overtime purposes. The City will then submit a cost recovery form to the State for reimbursement, to include hours worked and benefit costs incurred by the City. These fees apply when the fire fighters respond off-duty as authorized within the guidelines of the Idaho Hazardous Materials Response Team protocol:

HazMat Team Leader - \$60.00 per hour
 HazMat Technician - \$50.00 per hour
 Operations Team Member - \$40.00 per hour

If the State reimbursement rate should change while the CBA is in effect, the rates shall change accordingly.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 27 day, 216 hour work period shall earn vacation leave based on the monthly accrual rate shown in Table II. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month. Fire fighters working a 40-hour work week shall earn and use sick leave in accordance with the provisions of Resolution #1587 #1897, as amended.

TABLE II				
Accrued Sick Leave Hours	Annual Vacation Rate		Monthly Equivalent	
	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 27 day, 216 hour work period will earn sick leave based on monthly accrual rates shown in Table I. Fire fighters working a 40-hour work week shall earn and use sick leave benefits in accordance with the provisions of Resolution #1587 #1897, as amended. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month.

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

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

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

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

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

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

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

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

Sick leave may not be taken in advance of the period earned. Leave of absence without pay may be allowed as provided in Section V-7 of the Employee Resolution outlining general terms and conditions of employment for City employees.

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

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Resolution #1587-#1897.

SECTION 16 – LONGEVITY PAY

Section 2 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section V-6 of Resolution #1587-#1897, may apply.

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

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

SECTION 18 – BEREAVEMENT LEAVE

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

SECTION 19 – RETIREMENT FUND

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

SECTION 20 – SOCIAL SECURITY

~~In the event, pursuant to a referendum vote held in accordance with 42 U.S.C. 418(d) of the Social Security Act, members of the bargaining unit which, are withdrawn from coverage of the Social Security insurance system, during the term of this Agreement:~~

~~1) Bargaining unit members shall be entitled to payment by the City of Twin Falls of their pro-rata shares of any refund the City of Twin Falls receives from the Internal Revenue Service of the City of Twin Falls employer contributions on behalf of bargaining unit members. The City of Twin Falls shall notify the Union immediately upon its receipt of any such refund, and shall thereafter promptly negotiate with the union concerning the manner said pro-rata payments shall be paid to bargaining unit members as soon as practicable.~~

~~Bargaining unit members shall be responsible for paying all costs associated with the completion of all required forms needed to secure the social security contributions made by and on behalf of the member, including but not limited to IRS Form 941x and IRW2-C.~~

~~2) Commencing with the next regular paycheck following the effective date of bargaining unit members' withdrawal from the Social Security insurance system, and continuing with each regular paycheck thereafter, the City of Twin Falls shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, pay over the equivalent amount, as calculated for all other employees of the City of Twin Falls, into whichever of the following accounts each such employee selects by written notice to the City of Twin Falls: Lincoln 457, PERSI choice plan, Nationwide 457 or other future plan negotiated with the city.~~

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, to the following:

1) **Employer One-time or irregular contributions** - The entire amount refunded by the Internal Revenue Service for past social security deposits made by the City, less fees associated with the transaction, will be contributed into a PERSI Choice 401(K) plan on behalf of each currently employed Twin Falls Fire Fighter.

2) **Employer Matching contributions** - The City of Twin Falls 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%).

3) Should the Internal Revenue Service request reimbursement of ~~these~~ any portion of the returned funds at some future date, bargaining unit members shall be solely responsible for remitting payment of any refund received, including any penalties and/or interest that may be assessed.

SECTION 21 – MANNING OF COMPANIES

Every reasonable effort will be made to staff eleven (11) personnel (excluding the Battalion Chief) on each shift for emergency response.

SECTION 22 – 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.

SECTION 23 – 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 type of job; that is, the two employees must be employed in the same capacity.

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 24 – 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.).

SECTION 25 – PERSONNEL REDUCTION

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

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

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;

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

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

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

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

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

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

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

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

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

Individuals restored to employment under provision of Section 24 shall retain sick leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION 26 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 27 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 28 – RESIDENCY REQUIREMENT

All employees covered by this Agreement hired on or after October 1, 1992, shall live within eighteen (18) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period. Employees covered by this agreement hired prior to 10-1-92 shall be exempt from this requirement.

SECTION 29 – 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 30 – 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 31 – 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.

SECTION 32 – 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 33 – 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 34 – 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 35 – DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of October 2010 **2012**, and shall remain in full force and effect until the 30th day of September ~~2012~~ **2014**. 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.

**CITY OF TWIN FALLS (Bi-weekly Payroll)
FISCAL YEAR 2010-2011**

Mayor \$16,920

Council \$13,920

\$651/pp from Jan 2008-Sept 2008

\$535/pp from Jan 2008-Sept 2008

Grade	Part I					Part II					Part III		Part IV	
	A	B	C	D	E	F	G							
18	\$2,803	\$2,804 to \$2,917	\$2,918	\$3,035	\$3,036 to \$3,158	\$3,159	\$3,229	\$3,230 to \$3,393	\$3,394	\$4,140				
17	\$2,549	\$2,550 to \$2,652	\$2,653	\$2,760	\$2,761 to \$2,872	\$2,873	\$2,936	\$2,937 to \$3,085	\$3,086	\$3,763				
16	\$2,316	\$2,317 to \$2,410	\$2,411	\$2,508	\$2,509 to \$2,610	\$2,611	\$2,669	\$2,670 to \$2,804	\$2,805	\$3,421				
15	\$2,106	\$2,107 to \$2,191	\$2,192	\$2,280	\$2,281 to \$2,373	\$2,374	\$2,427	\$2,428 to \$2,550	\$2,551	\$3,110				
14	\$1,915	\$1,916 to \$1,993	\$1,994	\$2,074	\$2,075 to \$2,158	\$2,159	\$2,206	\$2,207 to \$2,318	\$2,319	\$2,828				
13	\$1,741	\$1,742 to \$1,812	\$1,813	\$1,885	\$1,886 to \$1,962	\$1,963	\$2,006	\$2,007 to \$2,107	\$2,108	\$2,571				
12	\$1,583	\$1,584 to \$1,647	\$1,648	\$1,714	\$1,715 to \$1,783	\$1,784	\$1,824	\$1,825 to \$1,916	\$1,917	\$2,337				
11	\$1,465	\$1,466 to \$1,524	\$1,525	\$1,586	\$1,587 to \$1,651	\$1,652	\$1,688	\$1,689 to \$1,774	\$1,775	\$2,164				
10	\$1,356	\$1,357 to \$1,411	\$1,412	\$1,469	\$1,470 to \$1,529	\$1,530	\$1,563	\$1,564 to \$1,642	\$1,643	\$2,004				
9	\$1,257	\$1,258 to \$1,308	\$1,309	\$1,361	\$1,362 to \$1,416	\$1,417	\$1,448	\$1,449 to \$1,521	\$1,522	\$1,856				
8	\$1,163	\$1,164 to \$1,210	\$1,211	\$1,260	\$1,261 to \$1,311	\$1,312	\$1,340	\$1,341 to \$1,408	\$1,409	\$1,717				
7	\$1,077	\$1,078 to \$1,121	\$1,122	\$1,166	\$1,167 to \$1,213	\$1,214	\$1,241	\$1,242 to \$1,303	\$1,304	\$1,590				
6	\$997	\$998 to \$1,038	\$1,039	\$1,080	\$1,081 to \$1,123	\$1,124	\$1,149	\$1,150 to \$1,207	\$1,208	\$1,473				
5	\$924	\$925 to \$961	\$962	\$1,000	\$1,001 to \$1,041	\$1,042	\$1,064	\$1,065 to \$1,118	\$1,119	\$1,364				
4	\$855	\$856 to \$890	\$891	\$926	\$927 to \$963	\$964	\$985	\$986 to \$1,035	\$1,036	\$1,262				
3	\$791	\$792 to \$823	\$824	\$857	\$858 to \$891	\$892	\$912	\$913 to \$958	\$959	\$1,169				
2	\$733	\$734 to \$762	\$763	\$793	\$794 to \$826	\$827	\$844	\$845 to \$887	\$888	\$1,082				
1	\$679	\$680 to \$706	\$707	\$735	\$736 to \$765	\$766	\$782	\$783 to \$822	\$823	\$1,002				

Police Department Salary Table

Grade	Part I					Part II					Part III		Part IV	
	A	B	C	D	E	F	G							
SS	\$1,662	\$1,663 to \$1,729	\$1,730	\$1,800	\$1,801 to \$1,872	\$1,873	\$1,915	\$1,916 to \$2,012	\$2,013	\$2,454				
SG	\$1,538	\$1,539 to \$1,601	\$1,602	\$1,666	\$1,667 to \$1,734	\$1,735	\$1,772	\$1,773 to \$1,862	\$1,863	\$2,272				
DT	\$1,420	\$1,421 to \$1,478	\$1,479	\$1,538	\$1,539 to \$1,601	\$1,602	\$1,637	\$1,638 to \$1,719	\$1,720	\$2,097				
PO	\$1,319	\$1,320 to \$1,372	\$1,373	\$1,428	\$1,429 to \$1,486	\$1,487	\$1,519	\$1,520 to \$1,596	\$1,597	\$1,948				

Fire Department Salary Table-Positions Covered by Collective Bargaining Agreement (Monthly Payroll)

Grade	Part I					Part II					Part III		Part IV	
	A	B	C	D	E	F	G							
14	\$4,149	\$4,150 to \$4,318	\$4,319	\$4,493	\$4,494 to \$4,675	\$4,676	\$4,780	\$4,781 to \$5,022	\$5,023	\$6,128				
11a	\$3,238	\$3,239 to \$3,370	\$3,371	\$3,506	\$3,507 to \$3,649	\$3,650	\$3,731	\$3,732 to \$3,920	\$3,921	\$4,782				
11	\$3,174	\$3,175 to \$3,303	\$3,304	\$3,437	\$3,438 to \$3,577	\$3,578	\$3,658	\$3,659 to \$3,843	\$3,844	\$4,688				
9a	\$2,778	\$2,779 to \$2,890	\$2,891	\$3,008	\$3,009 to \$3,130	\$3,131	\$3,200	\$3,201 to \$3,362	\$3,363	\$4,102				
9	\$2,723	\$2,724 to \$2,834	\$2,835	\$2,949	\$2,950 to \$3,068	\$3,069	\$3,137	\$3,138 to \$3,296	\$3,297	\$4,022				
8b	\$2,570	\$2,571 to \$2,675	\$2,676	\$2,783	\$2,784 to \$2,896	\$2,897	\$2,962	\$2,963 to \$3,112	\$3,113	\$3,796				
8a	\$2,545	\$2,546 to \$2,649	\$2,650	\$2,756	\$2,757 to \$2,868	\$2,869	\$2,933	\$2,934 to \$3,081	\$3,082	\$3,759				
8	\$2,520	\$2,521 to \$2,622	\$2,623	\$2,729	\$2,730 to \$2,840	\$2,841	\$2,903	\$2,904 to \$3,050	\$3,051	\$3,721				

**CITY OF TWIN FALLS-(BI-WEEKLY Rates)
Fiscal Year 2012-2013**

Minimum		Mid-Point		Maximum		
\$3,571	to	\$4,286	to	\$5,143		18
\$3,189	to	\$3,826	to	\$4,592		17
\$2,847	to	\$3,417	to	\$4,100		16
\$2,542	to	\$3,050	to	\$3,660		15
\$2,270	to	\$2,724	to	\$3,269		14
\$2,027	to	\$2,432	to	\$2,918		13
\$1,842	to	\$2,210	to	\$2,652		12
\$1,675	to	\$2,010	to	\$2,412		11
\$1,523	to	\$1,827	to	\$2,193		10
\$1,384	to	\$1,661	to	\$1,993		9
\$1,293	to	\$1,552	to	\$1,862		8
\$1,209	to	\$1,450	to	\$1,740		7
\$1,130	to	\$1,356	to	\$1,627		6
\$1,056	to	\$1,267	to	\$1,521		5
\$987	to	\$1,184	to	\$1,421		4
\$922	to	\$1,106	to	\$1,328		3
\$862	to	\$1,034	to	\$1,241		2
\$805	to	\$966	to	\$1,160		1

Police Department Salary Table						
2184 hrs Yrly, 84 hrs PP						
\$1,934	to	\$2,321	to	\$2,785		SS
\$1,758	to	\$2,110	to	\$2,532		SG
\$1,453	to	\$1,744	to	\$2,093		Patrol
\$1,358	to	\$1,630	to	\$1,956		Recruit

MONTHLY						
Fire Department Salary Table - Positions Covered by CBA						
2920 hrs Yrly, 243.33 hrs PP						
\$4,917	to	\$5,901	to	\$7,081		14
\$3,701	to	\$4,441	to	\$5,329		11a (2%)
\$3,628	to	\$4,353	to	\$5,224		11
\$3,058	to	\$3,669	to	\$4,403		9a (2%)
\$2,999	to	\$3,599	to	\$4,319		9
\$2,859	to	\$3,431	to	\$4,117		8b (1%)
\$2,831	to	\$3,397	to	\$4,076		8a (1%)
\$2,802	to	\$3,363	to	\$4,035		8

APPENDIX A

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

Relief Battalion Chief	Grade 11a
Captain	Grade 11
Relief Captain	Grade 9a
Driver	Grade 9
Relief Driver	Grade 8b
Tender Driver	Grade 8a
Fire Fighter	Grade 8

- b) The **base** salary figures shown above for employees covered by this agreement represent straight time pay for 243.33 hours.
- c) Hourly rates shall be calculated by dividing the monthly salary by 243.33 hours.
- d) Hours worked between 204 and 216 shall be paid at one-half (1/2) the hourly rate. Hours worked beyond 216 hours in a 27-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.
- e) Starting compensation for new employees will be the minimum shown in the salary range for the position of fire fighter. Promoted employees will be assigned from their current salary to the next highest salary within their new pay range with the following minimums:

Fire Fighter to Driver	5.0%
Driver to Captain	7.5%

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

- 2) Longevity Pay:

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

EXAMPLE

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

3) Certification Pay:

Certification Pay shall be awarded as follows:

- * Level II TFFD Fire Fighter Certification \$50.00
- * Level III TFFD Fire Fighter Certification \$50.00
- * Combination consisting: \$50.00

- Current Driver Certification,
- Current Fire Inspector, and

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

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

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

DATED

EMPLOYER

ASSOCIATION

Mayor, ~~Don Hall~~ Greg Lanting

Edward F. Morris, President

City Manager Travis P. Rothweiler

Brian K. Rice, Vice President

Scott D. Wyatt, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

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

- A) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offences of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
- 1) Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense, and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is not recorded in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - 2) Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file.
 - 3) Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline is initiated by completion of the "Notice of proposed Disciplinary Action" on a form from the Personnel Office. The "Notice" shall first be approved by the City Manager and then hand-delivered to the employee by the Department Head. The "Notice" shall be signed by the Department Head and the employee must acknowledge receipt of the "Notice" by signing the form. The employee shall be provided with a copy of the "Notice" along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to

alter the proposed disciplinary action, in which case the City Manager shall be consulted prior to implementing the decision.

- B) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a written reprimand, suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a "Notice of Appeal" to the personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED

EMPLOYER

ASSOCIATION

Mayor, ~~Don Hall~~ Greg Lanting

Edward F. Morris, President

City Manager Travis P. Rothweiler

Brian K. Rice, Vice President

Scott D. Wyatt, Secretary/Treasurer

APPENDIX C

GRIEVANCE PROCEDURE

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

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

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

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

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

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

DATED
EMPLOYER

ASSOCIATION

Mayor, ~~Don Hall~~ Greg Lanting

Edward F. Morris, President

City Manager, Travis P. Rothweiler

Brian K. Rice, Vice President

Scott D. Wyatt, Secretary/Treasurer



Date: Tuesday, February 19, 2013
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of a request to adopt Resolution 1899, of the City Council of the City of Twin Falls, affirming opposition to the legalization of marijuana in the State of Idaho and urging the federal government to enforce existing drug laws.

Time Estimate:

The City Manager will present Resolution 1899. The estimated amount of time this item will take is 5 minutes.

Background:

On February 4, 2013, Elisha Figueroa, the Administrator for the Idaho Office on Drug Policy, made a presentation to City Council on marijuana and the possible attempt to legalize in Idaho. In her presentation, Ms. Figueroa illustrated the impacts of marijuana on the human body and the states that have legalized the use of marijuana for medical use.

After the presentation the members of the City Council indicated they would be interested in considering a resolution affirming the City of Twin Falls' position on this issue. Resolution 1899 is similar to the one that was written by the Association of Idaho Cities and approved by the members of the executive board and other city leaders.

Approval Process:

Approval of the proposed resolution requires a simple majority vote of the City Council members present.

Budget Impact:

There are no budgetary or financial impacts to the City of Twin Falls with the passage of this resolution.

Regulatory Impact:

There is no regulatory impact associated with the passage of this resolution.

Attachments:

Resolution 1899, of the City Council of the City of Twin Falls, Idaho.

RESOLUTION NO. 1899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO AFFIRMING ITS OPPOSITION TO THE LEGALIZATION OF MARIJUANA IN IDAHO; AND REQUESTING PASSAGE OF A JOINT MEMORIAL BY THE IDAHO LEGISLATURE URGING THE FEDERAL GOVERNMENT TO ENFORCE FEDERAL DRUG LAWS IN ALL STATES AND UPHOLD INTERNATIONAL TREATIES RELATING TO ILLEGAL DRUGS.

WHEREAS, marijuana is classified as a Schedule I controlled substance under both state and federal law and has a negative impact on public health and safety; and

WHEREAS, as a crude street drug containing over 400 chemicals, marijuana is not medicine and has never been approved as safe and effective through the Food and Drug Administration; and

WHEREAS, the tetrahydrocannabinol (TCH) content of marijuana has risen dramatically in the last 30 years, contributing to the fact that one out of six teenagers who start smoking marijuana will become addicted to it; and

WHEREAS, marijuana use has a detrimental effect on individual learning and brain development; and

WHEREAS, national pro-marijuana organizations have invested millions to push drug legalization in America, and have targeted Idaho for a “medical” marijuana initiative in 2014; and

WHEREAS, the ultimate goal of these pro-marijuana organizations is the full legalization of drugs; and

WHEREAS, legalizing marijuana is a threat to all states and citizens – not merely to the few states that have opted to violate current federal law; and

WHEREAS, drug legalization efforts in other states have led to social, economic, and legal chaos, with programs full of fraud and abuse; and

WHEREAS, drug legalization laws in neighboring states have adversely impacted Idaho through cultural acceptance of drug use that reduces the perception of harm among children and increases drug use; and

WHEREAS, increased drug use will impact public education in Idaho, productivity in the workplace, escalate the number of impaired drivers on Idaho roads, and effect other areas of our lives; and

WHEREAS, a “medical” marijuana program would add significant bureaucracy to Idaho government and be a drain on existing scarce resources; and

WHEREAS, the U.S. Department of Justice is obligated to enforce federal drug laws, and its inconsistent enforcement has allowed the marijuana industry to proliferate in many states; and

WHEREAS, the people of Idaho have a strong tradition of prevention efforts through public education, sound policies, and laws.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO strongly urges the Legislature of the State of Idaho to adopt a Concurrent Resolution opposing all efforts to legalize marijuana for any purpose in the State of Idaho, and to adopt a Joint Memorial to be sent to the President of the United States Barack Obama and Attorney General Eric Holder, requesting that the federal government take appropriate action to enforce federal drug laws in all states and uphold international treaties relating to the control of illegal drugs in the world.

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

February 19, 2013
February 19, 2013

MAYOR

ATTEST:

DEPUTY CITY CLERK