

COUNCIL MEMBERS:

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



AGENDA
Meeting of the Twin Falls City Council
Monday, November 25, 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 November 19-25, 2013.	Action	Sharon Bryan
2. Consideration of a request to approve the October 17, 2013 and November 13, 2013, City Council Minutes.	Action	Leila A. Sanchez
3. Consideration of a request to approve the Findings of Fact, Conclusions of Law, and Decision for Annexation for the City of Twin Falls.	Action	Mitchel Humble
4. Consideration of a request to approve a Beer and Wine License ownership transfer Jeremy Sudik dba Scooter's, 137 2nd Avenue East.	Action	Sharon Bryan
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Consideration of a request to approve the November 5, 2013, election results and Twin Falls County's Canvass.	Action	Sharon Bryan
2. Consideration of a request to approve the independent contractor contract with Wonderlich and Wakefield for City Attorney services as defined in Idaho Code Section 50-208A.	Action	Travis Rothweiler
3. Consideration of a request to approve a resolution declaring a policy of transparency and openness in city government.	Action	Don Hall/ Jim Munn
4. Discussion on the "Jump the Canyon" Request for Qualifications proposals.	Discussion	City Council
5. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> None		
V. <u>ADJOURNMENT:</u>		

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

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.



CITY OF TWIN FALLS, IDAHO
MINUTES

CITY COUNCIL OF THE CITY OF TWIN FALLS

* * * *

The Special Meeting for an Executive Session to be held on
Thursday, October 17, 2013, at 11:30 a.m. has been cancelled.

The City Council is scheduled to meet for a Special Meeting on
Thursday, October 17, 2013, at 12:15 p.m., in the Council Chambers
located at 305 Third Avenue East.

For the purpose of:

Consideration and possible action on a development agreement with an
economic development opportunity.

Leila Sanchez
Deputy City Clerk/Recording Secretary

Minutes of the City Council and the Urban Renewal Agency of the City of Twin Falls October 17, 2013

COUNCIL

PRESENT: Shawn Barigar, Don Hall, Suzanne Hawkins, Greg Lanting, Jim Munn, Rebecca Mills Sojka

COUNCIL

ABSENT: Chris Talkington

PRESENT: Cindy Bond, Leon Smith, Dexter Ball, Neil Christensen, Dan Brizee, Perri Gardner, Sarah Taylor

STAFF

PRESENT: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Assistant to the City Manager Mike Williams, Public Information Officer Josh Palmer, Deputy City Clerk/Recording Secretary Leila A. Sanchez

Mayor Lanting called the Special Meeting of the City Council to order at 12:15 P.M. A quorum was present. Chair Cindy Bond called the Special Meeting of the Urban Renewal Agency to order at 12:20 P.M. A quorum was present.

Mayor Lanting invited all present, who wished to, to recite the Pledge of Allegiance to the Flag with him. Mayor Lanting introduced City Manager Travis Rothweiler.

For the purpose of:

Consideration and possible action on a development agreement with an economic development opportunity.

City Manager Rothweiler addressed Governor Otter, distinguished guests, Mayor, Council, and Twin Falls Urban Renewal Agency Members.

City Manager Rothweiler explained that the City's strategic planning journey began 18 months ago and in that journey many members of our community reviewed how the City operates, the vision of the community, as well as the City's strengths and weaknesses. Strategies were then developed and a series of mission statements were created. Shortly after this journey, a new journey begins with Clif Bar. Clif Bar shares the City's vision and aspirations. Clif Bar aspirations are sustaining the planet, sustaining the community, the people, the business, and their brands.

The request before the City Council and the Urban Renewal Agency of the City of Twin Falls is to allow the Mayor and the Chairman of the Urban Renewal Agency to enter into a development agreement with Clif Bar and Company to allow the development of a new baking facility in Twin Falls, Idaho.

A Development Agreement between Clif Bar and Company and the Twin Falls community partners has been negotiated. The development agreement calls for the acquisition of land. In that acquisition of land the URA will use tax increment financing to acquire the parcel and will make the necessary capital improvements. The City of Twin Falls and the community will construct public infrastructure that will benefit the company and the community. The key benefit includes job opportunities. Clif Bar and Company is a high quality corporate citizen and was recently recognized as one of the best places to work. The Development Agreement has been fully vetted and there is no risk to the agency or to the City.

MOTION:

Dexter Ball made the motion to approve the Development Agreement between the Urban Renewal Agency, the City of Twin

Falls, and Clif Bar and authorize Chairperson Cindy Bond to sign the agreement. The motion was seconded by Perri Gardner and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

MOTION:

Vice Mayor Hall made the motion for the City of Twin Falls to enter into a Development Agreement with Clif Bar and Company and to authorize the Mayor to sign that Development Agreement. The motion was seconded by Councilperson Munn. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Mayor Lanting stated that the signing ceremony will take place at the City Park.

MOTION

Councilperson Barigar made the motion to adjourn the meeting to the Twin Falls City Park and following the signing of the Development Agreement the meeting will be adjourned. The motion was seconded by Councilperson Hawkins and roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

MOTION:

Cindy Bond made the motion to adjourn the meeting to the Twin Falls City Park and following the signing of the Development Agreement the meeting will be adjourned. The motion was seconded by Dexter Ball and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

The meeting adjourned at 12:39 P.M.

Leila A. Sanchez
Deputy City Clerk/Recording Clerk

Present: Don Hall, Suzanne Hawkins, Greg Lanting, Rebecca Mill Sojka, Chris Talkington
Absent: Shawn Barigar, Jim Munn
Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich

Executive Session 67-2345(1) (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
(Specifically to conduct deliberations to acquire an interest in real property this is not owned by a public agency.)

MOTION:

Councilperson Talkington made the motion to adjourn to Executive Session 67-2345(1) (c) To conduct deliberations to acquire an interest in real property which is not owned by a public agency. *(Specifically to conduct deliberations to acquire an interest in real property this is not owned by a public agency.)*

The motion was seconded by Councilperson Hawkins and roll call vote showed all members present voted in favor of the motion.
Approved 5 to 0.

The meeting adjourned to Executive Session at 1:08 p.m.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Annexation Application

City of Twin Falls

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on October 22, 2013 for public hearing pursuant to public notice as required by law for Annexation with a zoning designation of OS, currently zoned SUI and OS, for 412.49 (+/-) acres located approximately 10,900' along the boundary of the Snake River Canyon between Hankins Road North (3200 East) extended and the eastern boundary of Dierkes Lake, including the Evel Knievel Jump Site, Centennial Trail, Twin Falls City Gun Range, Shoshone Falls Park and Dierkes Lake and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Annexation with a zoning designation of OS, currently zoned SUI and OS, for 412.49 (+/-) acres located approximately 10,900' along the boundary of the Snake River Canyon between Hankins Road North (3200 East) extended and the eastern boundary of Dierkes Lake, including the Evel Knievel Jump Site, Centennial Trail, Twin Falls City Gun Range, Shoshone Falls Park and Dierkes Lake.

All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: October 17, 2013

4. The existing neighboring land uses in the immediate area of this property are: to the north, Snake River/BLM Land/Residential; to the south, Residential/Undeveloped Property; to the east, Kimberly Hidden Lakes Estates Subdivision/Twin Falls County; to the west, Undeveloped/The Preserve PUD.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for Annexation with a zoning designation of OS, currently zoned SUI and OS, for 412.49 (+/-) acres located approximately 10,900' along the boundary of the Snake River Canyon between Hankins Road North (3200 East) extended and the eastern boundary of Dierkes Lake, including the Evel Knievel Jump Site, Centennial Trail, Twin Falls City Gun Range, Shoshone Falls Park and Dierkes Lake is consistent with the purpose of the OS Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed annexation is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-15-1(A) & (B) of the Twin Falls City Code.

3. The proposed use is proper use in the OS Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. Annexation of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for Annexation with a zoning designation of OS, currently zoned SUI and OS, for 412.49 (+/-) acres located approximately 10,900' along the boundary of the Snake River Canyon between Hankins Road North (3200 East) extended and the eastern boundary of Dierkes Lake, including the Evel Knievel Jump Site, Centennial Trail, Twin Falls City Gun Range, Shoshone Falls Park and Dierkes Lake should be granted,

subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for Annexation with a zoning designation of OS, currently zoned SUI and OS, for 412.49 (+/-) acres located approximately 10,900' along the boundary of the Snake River Canyon between Hankins Road North (3200 East) extended and the eastern boundary of Dierkes Lake, including the Evel Knievel Jump Site, Centennial Trail, Twin Falls City Gun Range, Shoshone Falls Park and Dierkes Lake is hereby granted by passage of Ordinance #3058.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls is hereby granted by passage of Ordinance #3058.

MAYOR - TWIN FALLS CITY COUNCIL

DATE



Date: November 25, 2013, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan, Deputy City Clerk

Request:

Approval of a Beer and Wine License ownership transfer Jeremy Sudik dba Scooter's, 137 2nd Avenue East

Time: Consent Calendar

Background: Approval of Alcohol License

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the application.

Attachments: Alcohol License Application



ALCOHOL LICENSE APPLICATION

BUSINESS NAME SCOOTER'S STATE LICENSE # 1337
(Please attach a copy of your state license)

DOING BUSINESS AS SCOOTER'S

BUSINESS ADDRESS 137 2nd AVE E.

LEGAL DESCRIPTION OF PLACE OF BUSINESS Restaurant / Bar

Lot 26, 27, 28 Block 72 Subdivision Twin Falls

MAILING ADDRESS 137 2nd AVE E

CONTACT PERSON JEREMY SUDIK PHONE # 208-317-2008

			(Check)
BEER:	<i>Bottled for consumption off the premises only</i>	(\$ 50.00)	<u> </u>
	<i>Bottled for consumption on premise</i>	(\$ 150.00)	<u> ✓ </u>
	<i>Bottled & Draught for consumption on premises</i>	(\$200.00)	<u> ✓ </u>
WINE:	<i>Retail Sales for consumption off premises only</i>	(\$200.00)	<u> </u>
	<i>Wine by the Drink for consumption on premises only</i>	(\$200.00)	<u> ✓ </u>
LIQUOR:	<i>Liquor license & fees cover wine license & fees</i>	(\$562.50)	<u> </u>

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 2010** tendered herewith is the license fee of \$ 10⁰⁰ transfer. (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL () PARTNERSHIP () CORPORATION (✓)

IF A PARTNERSHIP, NAME ALL PARTNERS: (PLEASE PRINT)

NAME: _____ RESIDENCE: _____

NAME: _____ RESIDENCE: _____

NAME: _____ RESIDENCE: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: JEREMY SUDIK ADDRESS: 3543 E 3131 N

TITLE: OWNER KIMBERLY, ID 8334

NAME: _____ ADDRESS: _____

TITLE: _____

NAME: _____ ADDRESS: _____

TITLE: _____

NAME: _____ ADDRESS: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION 11/13

PLACE OF INCORPORATION OR ORGANIZATION SCOOTERS

PRINCIPAL PLACE OF BUSINESS IN IDAHO _____

OWNER OF PREMISES (Please Print) JEREMY SUDIK

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(Please Print) JEREMY SUDIK

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT *Jeremy Sudik*

NAME (Please Print) JEREMY SUDIK BIRTHDATE: 10/24/82

RESIDENCE OF APPLICANT 3543 E 3131 N Kimberly ID 83341

LENGTH OF RESIDENCE IN IDAHO 30

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

Subscribed and sworn to before me this 21st day of November, 2013.



Kathleen A. Touchette

Notary Public for Idaho

Residing at: TWIN FALLS ID

Notary Expiration Date: 10-28-15

CITY STAFF USE ONLY:

APPROVALS:

PLANNING AND ZONING: Yes No DATE: 11-21-13

COMMENTS: _____

POLICE DEPT: Yes No DATE: 11-21-2013

COMMENTS: _____

B. Pike

CITY CLERK: Yes No DATE: 11/21/13

COMMENTS: _____

City of Twin Falls
321 2nd Avenue East
P.O. Box 2469
Twin Falls, ID 83303-2469

11/21/2013 12:14 PM

Scooters
000000

transfer fee Alcohol & Cat
ering Permit 10.00
Total 10.00

Cash 0.00
OKR Sta 3 1075 10.00
Change 0.00

Cashier: cyamane Station: DFMWPMI
Receipt # 01440536

Sharon Bryan

From: Renee Carraway
Sent: Thursday, November 21, 2013 2:45 PM
To: Sharon Bryan
Subject: RE: Scooter's, 137 2nd Ave E

As long as it is still a restaurant serving beer -- No, they have been serving beer for a loooooonnnnnnggggg time. My Dad used to go there.....back in his day.

RvC ☺

From: Sharon Bryan
Sent: Thursday, November 21, 2013 2:39 PM
To: Renee Carraway; Kelly Weeks; Jonathan Spendlove
Cc: Mitch Humble
Subject: Scooter's, 137 2nd Ave E

Jeremy Sudik dba Scooter's has applied for a change of ownership. Do you have any concerns?

Thank you,

Sharon

State of Idaho

Cycle Tracking Number: 68800

Idaho State Police

Premise Number: 2T-2

Retail Alcohol Beverage License

License Year: 2014

License Number: 1337

This is to certify, that
doing business as: Jeremy Sudik
Scooter's

is licensed to sell alcoholic beverages as stated below at: 137 2nd Ave E, Twin Falls, Twin Falls
County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in
accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	\$20.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	Yes	\$0.00
Wine by the bottle	No	
Wine by the glass	Yes	\$20.00
Multipurpose arena	No	
TOTAL FEE:		\$40.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

JEREMY SUDIK
SCOOTER'S
3543 E. 3131 N.

KIMBERLY, ID 83341
Mailing Address

License Valid: 10/17/2013 - 06/30/2014

Expires: 06/30/2014



John Powell

Director of Idaho State Police



Date: November 25, 2013, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan

Request: Accept the election results by precinct.

Time: Approximately 5 minutes.

Background: State Code 34-1410 requires that the County Clerk certify the election results to the city. The election results by precinct must be included in the council meeting minutes in November or December.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the election results by precinct.

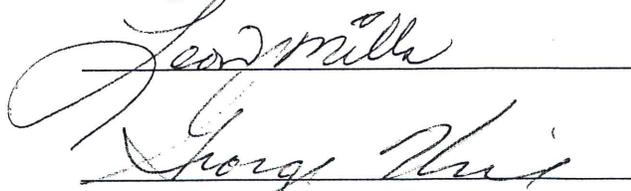
Attachments: Election results by precinct and Twin Falls County's Canvass.

STATE OF IDAHO

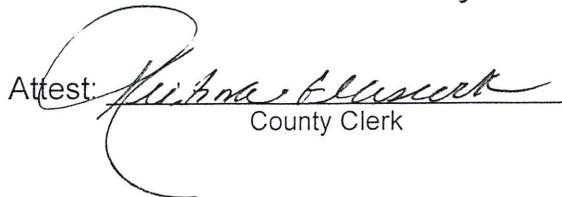
} ss.

COUNTY OF TWIN FALLS

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 14, 2013, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on November 5, 2013, as shown by the records now on file in the County Clerk's office.



County Board of Canvassers

Attest: 
County Clerk



STATE OF IDAHO

COUNTY OF TWIN FALLS

} ss.

I, Kristina Glascock, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named and/or the questions as they appeared on the election ballot on November 5, 2013, for the City of Twin Falls as shown by the record of the Board of Canvassers filed in my office this 14th day of November, 2013.




County Clerk

**TWIN FALLS COUNTY RESULTS
NOVEMBER 5, 2013 ELECTION**

	CITY OF MURTAUGH		
	CITY COUNCIL (vote for 2)		
Precinct	Brenda L. Bowman	Gerald Boyd Dillman (Write In)	Jack D. Hart (Write In)
MU001	18	12	11
CO. TOTAL	18	12	11

**TWIN FALLS COUNTY RESULTS
NOVEMBER 5, 2013 ELECTION**

	CITY OF TWIN FALLS CITY COUNCIL			CITY OF TWIN FALLS CITY COUNCIL	
	SEAT 1			SEAT 5	SEAT 6
Precinct	Marilyn J. Dedman	Kelly Hassani	Suzanne Hawkins	Gregory L. Lanting	Don Hall
TF1	18	7	35	45	51
TF2	11	6	35	47	48
TF 3&4	36	25	89	129	133
TF 5&6	29	26	155	184	188
TF 7&9	34	41	95	137	149
TF 8&12	12	21	67	85	84
TF 10&11	21	21	90	105	111
TF 13, 14, 26	21	23	52	89	94
TF 15&16	20	14	51	70	75
TF 17&18	19	22	88	116	113
TF 19, 20, 21	25	11	91	103	108
TF 22, 23, 24	25	22	159	171	183
CO. TOTAL	271	239	1,007	1,281	1,337

**TWIN FALLSCOUNTY RESULTS
NOVEMBER 5, 2013 ELECTION**

Precinct	VOTING STATISTICS				
	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
BU 2	34	0	34	2	5.9%
BU 3, 4, 5	1,457	21	1,478	409	27.7%
CA001	547	10	557	72	12.9%
DE001	26	2	28	11	39.3%
FI 1, 2, 3	972	32	1,004	296	29.5%
HA001	886	10	896	177	19.8%
HO001	88	11	99	61	61.6%
KI 1, 3	1,505	9	1,514	153	10.1%
KI 2, 4	1,407	15	1,422	212	14.9%
MU001	324	8	332	55	16.6%
TF001	825	1	826	61	7.4%
TF002	785	3	788	52	6.6%
TF 3, 4	1,692	8	1,700	154	9.1%
TF 5, 6	1,469	6	1,475	217	14.7%
TF 7, 9	1,740	7	1,747	170	9.7%
TF 8, 12	1,232	3	1,235	107	8.7%
TF 10, 11	1,568	5	1,573	134	8.5%
TF 13, 14, 26	1,681	4	1,685	98	5.8%
TF 15, 16	893	3	896	86	9.6%
TF 17, 18	1,554	3	1,557	129	8.3%
TF 19, 20, 21	1,714	7	1,721	130	7.6%
TF 22, 23, 24	1,762	2	1,764	208	11.8%
CO. TOTAL	24,161	170	24,331	2,994	12.3%



Date: Monday, November 25, 2013
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of independent contractor contract with Wonderlich and Wakefield for City Attorney services as defined in Idaho Code Section 50-208A.

Time Estimate:

The presentation will take approximately 10 minutes in addition to time needed for answering questions.

Background:

During the development of the FY 2014 Budget, members of the City Council asked to review the City Attorney contract. As a part of that process, they asked the City Attorney to share his workload and tasks to get a true idea of what he and the Firm do for the City. Additionally, the city attorney requested the City explore the possibility of increasing the Firm's compensation package to be more reflective of the level of compensation that his peers receive and more commiserate with the Firm's legal experience. The City Attorney is appointed by and works under the general direction of the City Council. Fritz Wonderlich has served as the city attorney from 1983 to 1985 and from 1987 to the present. The Firm has provided prosecutorial services since 1989.

A committee was established and charged with the tasks of reviewing the performance of the Firm and addressing the compensation issue. The committee included members of the Twin Falls City Council (Don Hall, Shawn Barigar and Suzanne Hawkins) and City Staff (Travis Rothweiler and Susan Harris). Over the course of the last several weeks, the committee has discussed and reviewed the current workload with the City Attorney, discussed the Firm's strengths and opportunities with internal and external partners, and reviewed the compensation issue.

Process:

At the very beginning of the process, the committee had two goals: examine the compensation issues and find a solution to bridge the gap in both the short and long-runs, and; develop a succession plan that allows for continuity of city attorney and prosecution services.

To assess the compensation gap, the committee and Mr. Wonderlich sampled like cities in Idaho that are providing a like or similar service. It was determined the Firm was compensated at a rate significantly below the state average. The table below contains the data that was used by the members of the committee to help it assess the compensation issue. The Idaho cities used in this sample are providing both civil and prosecution services.

City	2010 Census	Budget	Model	Cost/Person
Nampa	81,557	\$1,100,000	Contract All	\$13.49
Meridian	75,092	\$831,179	City Civil + Cont Pros	\$11.07
Pocatello	54,255	\$774,811	City Employees	\$14.28
Caldwell	46,237	\$420,000	Contract All	\$9.08
Lewiston	31,894	\$343,740	City Employees	\$10.78
Post Falls	27,574	\$345,481	Contract All	\$12.52
Moscow	23,800	\$313,645	City Employees	\$13.18
Jerome	10,890	\$129,814	Contract All	\$11.92
Sample Average	43,912	\$532,333.75		\$12.04
Twin Falls	44,125	\$186,000		\$4.22 or 35% of Avg.

Overall, the sample-wide average per capita cost for legal services (both civil and prosecution) is \$12.04, or \$532,333.75. The City of Twin Falls paid \$186,000 in FY 2012, which represented a per capital average is \$4.22 or 35% of the sample-wide average.

It is important to note that use of the per capita cost for legal service is only intended to serve as a tool to compare the present day cost of legal services from one community to the next. It is not intended to be used for any other purpose.

Also as a part of the process, the members of the committee met and discussed the performance of Wonderlich and Wakefield with the County Prosecutor and representatives from several of the City's departments, including the police department, fire department, and planning and zoning. The city manager and human resource director shared their experiences as well.

Strengths Shared by City Department Leaders:

- Consistent legal direction, responsive to requests and need for assistance
- Direct and "easy to understand" communications
- Genuine, honest, integrity, decent... are some of the terms used to describe the Firm's characteristics
- Knows how to find the answers to legal questions and issues – teaches along the way
- Familiarity with the city processes and organizational history
- Vast knowledge of all of the issues impacting the City of Twin Falls: human resources and personnel issues; federal and state regulations and mandates; water rights; contract negotiations; union negotiations; economic development and urban renewal laws; prosecutions, city code, planning and zoning and other land use considerations; airport regulations;
- Proven accessibility at all hours and days of the week
- Ability to find common-sense legal solutions and create real-world solutions to issues that impact departments

Financial Strategy:

The contract recommends an immediate compensation adjustment of \$75,000. The following

Using the FY 2014 allocation as a scenario:

If you assign 60% value to Fritz Wonderlich and 40% to Jackie Wakefield (illustrative only):

*Fritz would have a salary of	\$114,948
*Jackie would have a salary of	\$ 76,632

If city employees, loaded with benefits

Fritz	\$146,089
<u>Jackie</u>	<u>\$ 91,714</u>
TOTAL	\$237,803

Recommended Allocation	\$266,580
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Difference	\$28,777, or \$2,398 per month for office overhead
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(phones, computers, supplies, code book, training, meetings, administrative support)

In looking at salary comparisons from Affordable Idaho these figures are consistent for City Attorney and a little low for prosecutor.

New effective compensation for Firm would be \$266,580, an increase of 43.32% over FY 2013 compensation and 39.15% more than what was budgeted for FY 2014. In each of the next four years, the City will commit to provide a 5.0% annual adjustment.

	2014	2015	2016	2017	2018	2019
Wonderlich and Wakefield	\$ 266,580	\$ 279,909	\$ 293,904	\$ 308,600	\$ 324,030	\$ 174,594
Per Capita Cost of Firm	\$ 6.04	\$ 6.34	\$ 6.66	\$ 6.99	\$ 7.34	\$ 3.96
Estimated Cost of New Counsel Position	\$ 99,750	\$ 102,743	\$ 105,825	\$ 109,000	\$ 112,270	\$ 281,275
Total Legal Costs	\$ 366,330	\$ 382,652	\$ 399,729	\$ 417,599	\$ 436,299	\$ 455,869
Per Capital Cost of Legal Services	\$ 8.30	\$ 8.67	\$ 9.06	\$ 9.46	\$ 9.89	\$ 10.33

Once the Firm is no longer providing prosecution services to the City of Twin Falls (estimated to occur in FY 2019), the base amount will be \$174,594. If the City provided a three-percent (3%) increase annually from FY 2015 to 2019, the base fee for legal services would be \$224,594. If you then reduce the FY 2019 Base by \$50,000 to cover the cost of hiring an administrative assistant, the new base would be \$174,594. The reduction is projected to occur during the FY 2019 budget year. Because the City will need to add a second in-house attorney, we do not believe the budgetary allocation will change significantly. Again, the use of the per capita cost for legal service is only intended to serve as a tool to compare the present day cost of legal services from one community to the next.

Begin the process of hiring in-house legal counsel to provide additional legal support. After the selection process has been completed, the new attorney would work under the direction of the City Attorney. By assuming the infraction and some misdemeanor workloads, to be determined by Fritz Wonderlich, the new attorney would be expected to assist in alleviating the significant workload carried by the Firm. From this, the desired outcome would be to gain experience, enhance skills and develop knowledge as it relates to working for a City.

Approval Process:

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

Budget Impact:

The FY 2014 budget had included a three percent (3%), or \$191,580, for legal services.

Budgetary savings and unanticipated revenues could be allocated to assist in funding the increase.

Regulatory Impact:

Idaho Code §50-208A states: 50-208A. DUTIES OF CITY ATTORNEY. (1) The city attorney shall be the legal advisor of the municipal corporation, may represent the city in all suits or proceedings in which the city is interested, and shall perform such other duties as may be prescribed by ordinances and resolutions duly passed. Nothing herein, however, shall preclude any city from employing alternative additional counsel when deemed advisable.

(2) The city attorney, his deputies, or contract counsel shall prosecute those violations of county or city ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits. In so doing, the city attorney, his deputies, or contract counsel shall exercise the same powers as the county prosecutor including, but not limited to, granting immunity to witnesses.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, entered into between the City of Twin Falls, Idaho (hereinafter “City”) and the law firm of Wonderlich & Wakefield (hereinafter “Contractor”), sets forth the terms and conditions for work to be performed for City by Contractor.

WHEREAS, City requires the services of a City Attorney in order to fulfill the requirements of Idaho Code §50-208A, as follows; and,

50-208A. DUTIES OF CITY ATTORNEY. (1) The city attorney shall be the legal advisor of the municipal corporation, may represent the city in all suits or proceedings in which the city is interested, and shall perform such other duties as may be prescribed by ordinances and resolutions duly passed. Nothing herein, however, shall preclude any city from employing alternative additional counsel when deemed advisable.

(2) The city attorney, his deputies, or contract counsel shall prosecute those violations of county or city ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits. In so doing, the city attorney, his deputies, or contract counsel shall exercise the same powers as the county prosecutor including, but not limited to, granting immunity to witnesses.

WHEREAS, Contractor is familiar with local, state, and federal law and regulation; specifically in the planning and zoning, criminal, employment, municipal law, water, contracts, litigation (jury and court trials), environment and public finance areas, and has an outstanding long-term record in representing City in all areas; and,

WHEREAS, City has conducted a survey of Idaho cities regarding the costs of providing city attorney civil and prosecution services, the results of which are shown on the following table; and,

City	2010 Census	Budget	Cost/Person
Pocatello	54,255	\$774,811	\$14.28
Nampa	81,557	\$1,100,000	\$13.49
Moscow	23,800	\$313,645	\$13.18
Post Falls	27,574	\$345,481	\$12.52
Jerome	10,890	\$129,814	\$11.92
Meridian	75,092	\$831,179	\$11.07
Lewiston	31,894	\$343,740	\$10.78
Caldwell	46,237	\$420,000	\$9.08
Average	43,912	\$532,333	\$12.04
Twin Falls	44,125	\$186,000	\$4.22 or 35% Avg.

WHEREAS, City and Contractor have negotiated the compensation provisions of this Agreement based upon the cost/person as shown in the table above.

NOW, THEREFORE, The parties hereto agree as follows:

1. Services: The Contractor agrees to provide legal services to the City to include legal consultation, preparation of contracts, ordinances, and resolutions, representation of the City at public hearings and meetings, representation of the City in litigation, criminal prosecution, and such other legal services as the City shall request, with the exception of bond counsel services and complex litigation.

2. Independent Contractor: The parties agree that the Contractor is an independent contractor and nothing in this Agreement is intended to imply an employer-employee relationship. Neither the Contractor nor any of the Contractor's employees shall be entitled to any employee benefits from the City.

3. Term: The term of this Agreement shall begin October 1, 2013, and end September 30, 2014, and shall automatically renew annually, unless City notifies Contractor in writing that it has elected not to renew the Agreement.

4. Consideration: In consideration of the work to be performed under this Agreement, the City agrees to pay the Contractor an annual amount equal to \$266,580.

This cost per person rate represents by far the lowest rate of all Idaho cities surveyed, and is just 50% of the average, as shown on the table above. Payment shall be made in twelve monthly payments.

If the parties enter into future agreements for legal services, the City agrees to pay the Contractor:

- 2014-2015 fiscal year: \$279,909.
- 2015-2016 fiscal year: \$293,904.
- 2016-2017 fiscal year: \$308,600.
- 2017-2018 fiscal year: \$324,030.

The parties agree to initiate a succession plan for the provision of prosecution services, moving that service in-house over an estimated five year period of time. The City initially anticipates hiring an in-house assistant city prosecutor to begin the transition. Contractor agrees to provide training and mentoring to the City's in-house prosecutor.

Beginning with the 2018-2019 fiscal year, the parties anticipate the completion of the transition of moving prosecution services in-house. At the time the parties have completed the transition of moving prosecution services in-house, Contractor shall be responsible for only civil legal services. After the completion of the transition, consideration for Contractor shall be reduced to an annual amount equal to \$174,594.

5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold the City harmless from any employment claims brought by the Contractor or any employee of the Contractor against the City.

6. Control of Work: The Contractor shall have the exclusive right to control the manner, means and time of performance of all legal services.

7. Training: The Contractor shall be responsible for any and all training of its personnel needed to perform the legal services to be provided pursuant to this Agreement.

8. Independence of Contractor: The legal services to be provided by the Contractor shall not be integrated into the overall operation of the City.

9. Performance of Services: The legal services to be provided by the Contractor may be performed by the principals of the Contractor, or such other persons as it may employ.

10. Supervision of Work: The Contractor shall hire, pay and supervise any assistants needed for the performance of the legal services to be provided pursuant to this Agreement.

11. Work Hours: There shall be no set work hours for the performance of the legal services to be provided pursuant to this Agreement.

12. Full Time Work Not Required: The City and the Contractor agree that full time work shall not be required by the Contractor's principals or by anyone employed by the Contractor in providing the legal services to be provided pursuant to this Agreement.

13. Place of Performance: The legal services shall be performed at the Contractor's premises, at the courthouse, and such other places as deemed appropriate by the Contractor.

14. Order of Sequence of Work: The legal services called for in this Agreement shall be performed in the order determined by the Contractor.

15. Reports: The Contractor may prepare such reports as it deems appropriate to keep the City informed on matters being handled by Contractor, but such reports shall not be required.

16. Business Expenses: The Contractor shall be responsible for business expenses, including office rent, telephone service, computers and peripherals, on-line legal research linkup, fax machine, photocopier, office supplies, Idaho State Bar and membership dues, Continuing Legal Education, law books, etc. City shall be responsible for litigation costs billed to Contractor, including filing fees, transcripts, experts, etc.

17. Equipment and Materials: The City shall not furnish to Contractor tools, equipment or materials.

18. Facilities and Equipment: The Contractor shall invest in such facilities and equipment as may be necessary to provide the legal services provided for in this Agreement.

19. Profit or Loss: The parties understand and agree that whether the Contractor makes a profit or loss in the performance of this contract will depend upon the efficiency of the Contractor, and if the Contractor suffers a loss, the City shall not be required to provide any compensation not provided for herein.

20. Work for Other Entities: The City understands that the Contractor works for other entities and will continue to provide legal services to other entities during the term of this Agreement.

21. Services Available to General Public: The City understands and agrees that the Contractor does and will continue to provide legal services to the general public during the term of this Agreement

22. Termination of Agreement by Contractor: The parties agree that the Contractor may not terminate this Agreement unless the City is in breach of the terms of this Agreement.

23. Termination of Agreement by City: The parties agree that the City may not terminate this Agreement unless the Contractor is in breach of the terms of this Agreement.

DATED, This ____ day of _____, 2013.

CITY

CONTRACTOR

Greg Lanting, Mayor
City of Twin Falls

Fritz Wonderlich,
Wonderlich & Wakefield

ATTEST:

Deputy City Clerk

RESOLUTION NO. _____

TRANSPARENCY IN CITY GOVERNMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING A POLICY OF TRANSPARENCY AND OPENNESS IN CITY GOVERNMENT IN ORDER TO PROMOTE ACCOUNTABILITY, TO ENHANCE DISSEMINATION OF PUBLIC INFORMATION, AND TO ENCOURAGE CITIZEN PARTICIPATION IN CITY GOVERNMENT.

WHEREAS, The Twin Falls City Council finds that transparency in government promotes accountability and provides information to its citizens regarding the business of the City; and,

WHEREAS, The Twin Falls City Council finds that information regarding the activities of City government must be widely dispersed in order to encourage public engagement and to improve the quality of its decisions; and,

WHEREAS, The Twin Falls City Council finds that collaboration and communication between City government and its citizens is enhanced through the use of well-designed web technologies; and

WHEREAS, The policy consideration underlying the Idaho Open Meeting Law is to ensure transparency of the legislative and administrative process within state and local governments (Idaho Open Meeting Law Manual, p. 3); and,

WHEREAS, The Idaho Code sets forth only minimum requirements for all local governments in order to promote transparency and openness in government, including the Idaho Open Meeting Law, the Idaho Public Records Law, and other statutes; and,

WHEREAS, The Twin Falls City Council finds that the minimum requirements of the Idaho Open Meeting Law, the Idaho Public Records Law, and other statutes, are inadequate to provide the transparency and openness that it finds should be provided to its citizens in order to permit them to constructively engage with City government; and,

WHEREAS, The Twin Falls City Council intends, with this resolution, to establish a policy of additional government transparency and openness, over and above the minimum requirements of the Idaho Open Meeting Law, the Idaho Public Records Law, and other applicable statutes, to encourage and enhance information, participation and collaboration between City government and the citizens of the City of Twin Falls.

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

Section 1: The City Council of the City of Twin Falls, and all commissions and committees created by statute, ordinance or other legislative act shall always comply with all requirements of the Idaho Open Meeting Law, the Public Records Law, and all other applicable statutes.

Section 2: The Idaho Open Meeting Law requires only physical posting of the notice and agenda for public meetings in a prominent place at the City's principal place of business. This notice is insufficient to provide full transparency to the citizens of the legislative and administrative processes of the City. The City will include a hyperlinked calendar showing Council and commission meetings as well as community events on the main page of its website (www.tfid.org), in order to provide not only more accessible notice of public meetings, but also hyperlinks to agendas and staff reports, in order to provide a much more useful and meaningful notification to its citizens regarding the City's business.

Section 3: The City Council acknowledges that, from time to time, ad hoc volunteer groups may form, without the authority of statute, ordinance, or other legislative act, and without authorization to make decisions or recommendations. The Idaho Supreme Court in *Safe Air for Everyone v. Idaho Dept. Agriculture*, 145 Idaho 164, 177 P.3d 378 (Idaho 2008), in interpreting the requirements of the Idaho Open Meeting Law, held that, where there is no statute, ordinance or other legislative act creating a subagency and granting the authority to make decisions for or recommendations to a public agency regarding a matter, the Idaho Open Meeting Law requirements are inapplicable. The ad hoc volunteer committees referred to at the beginning of this section are not "subagencies" under the Idaho Open Meeting Law and cannot be subject to the requirements of the Idaho Open Meeting Law.

In order to provide more transparency in City government, no Council member will serve with any other Council member on any committee or commission related to the City's business and with authority to make recommendations to the Council, unless that committee or commission is created by a vote of the City Council. All such committees and commissions shall always comply with all requirements of the Idaho Open Meeting Law, as well as the other provisions of this Resolution.

Section 4: The Idaho Open Meeting Law requires only the keeping of summary minutes of the City Council and commission meetings. This information is insufficient to provide full transparency and openness to the citizens of the legislative and administrative process of the City. The City will stream and video record all Council and commission meetings (excepting Council executive sessions, Airport Advisory Commission meetings, which meets at the Airport, and the Youth Council), with hyperlinks to agendas and staff reports for the next upcoming meetings, as well as agendas, staff reports and minutes of past meetings, on the City's website (www.tfid.org). This will provide real time as well as recorded access to public meetings by those citizens who are unable to attend in person, or who would prefer to view the meeting at a later time.

Section 5: The Idaho Public Records Law requires only that the City make public records available for inspection and copying at the location of the custodian of those public records. This access to public records is insufficient to provide full transparency and openness to the citizens of the legislative and administrative process of the City. The City will provide access to the annual budget, monthly financial reports, accounts payable, financial dashboard, the Comprehensive Plan and Future Land Use Map, the Transportation Plan, the Water Plan, the Strategic Plan, the Twin Falls City Code, the Zoning Map, the Subdivision Map, the Pressure Irrigation Map, the Garbage Pickup and Recycling Map, the Flood Plain Map, and such other documents as the Council or City Manager deems important for public dissemination, on the City's website (www.tfid.org).

Section 6: The Idaho statutes have no requirements for contact information for public officials. This access is insufficient to provide full transparency to the citizens of the legislative and administrative process of the City. The City will provide hyperlinked email addresses for all City Council members, the City Manager, and all City departments, as well as mailing addresses, telephone numbers, fax numbers, on the City's website (www.tfid.org).

Section 7: The Idaho Statutes have no requirement for the posting of information on job opportunities, and requires only newspaper publication for public bidding projects. This notification is totally insufficient to provide adequate notice to potential employees and bidders of the job and project opportunities in the City. The City will post current bidding and job opportunities on the City's website (www.tfid.org) so that this information is available to its citizens as well as those potential job applicants and project bidders, wherever they may be.

Section 8: The Idaho Open Meeting Law does not require that citizens have the opportunity to be notified automatically of legislative and administrative matters of the City, on a regular and ongoing basis. The City will provide, on its website at (www.tfid.org), the opportunity for citizens to subscribe to notifications, alerts, job openings, news, and meetings, so that the information is emailed or sent via text message directly to the subscriber on a regular basis.

Section 9: The City Council finds that the Idaho statutes relating to the conduct of the business of local government have fallen far behind the technology currently available to provide greater transparency and openness to the legislative and administrative process of local government. The City will endeavor to work with its legislative representatives, the Association of Idaho Cities, and other interested parties, to update those statutes affecting the conduct of local government, in order to provide greater transparency and openness to all citizens in this state.

PASSED BY THE CITY COUNCIL , 2013.

SIGNED BY THE MAYOR , 2013.

MAYOR

ATTEST:

DEPUTY CITY CLERK