**Twin Falls City Council**
**Agenda**

Monday, April 20, 2020, 5:00 PM

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

**Members:** Suzanne Hawkins, Craig Hawkins, Nikki Boyd, Shawn Barigar, Gregory Lanting, Christopher Reid, Ruth Pierce

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

2) PLEDGE OF ALLEGIANCE

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

   a) **ACTION ITEM**: Request to approve the Accounts Payable for April 9-15, 2020.

      By: Amy Luna, Finance Administrative Assistant

   b) **ACTION ITEM**: Request to approve the April 13, 2020, City Council Minutes.

      By: Amy Luna, Finance Administrative Assistant

   c) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law for the Bach Homes Zoning District Change and Zoning Development Agreement.

      By: Jonathan Spendlove, Planning & Zoning Director

   d) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing El Milagro Subdivision No. 1.

      By: Mark Holtzen, City Engineer

5) ITEMS OF CONSIDERATION

   a) **PRESENTATION:** Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.

      By: Travis Rothweiler, City Manager

   b) **ACTION ITEM:** Request to approve and adopt a resolution declaring a sole source supplier for GSB-Friction Seal.

      By: Jon Caton, Public Works Director

   c) **ACTION ITEM:** Request to authorize the Mayor to sign three purchase and sale agreements for the City of Twin Falls School Sidewalk project.

      By: Erin Steel, Staff Engineer

   d) **ACTION ITEM:** Request to move forward with the capital improvement project to purchase a Crime Scene Investigation Vehicle as approved in the 2020 fiscal year budget

      By: Anthony Barnhart, Police Department

**Date:** Monday, April 20, 2020

**To:** Honorable Mayor and City Council

**From:** Suzanne Hawkins, Mayor

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**Request:**

Discussion and possible action on an amendment to the agreement between the City of Twin Falls and the City Manager.

**Time Estimate:**

This item is scheduled to take 10 minutes, plus time for questions and answers.

**Background:**

The City Council and the City Manager developed an Agreement that summarizes the terms and conditions of employment to which both parties have agreed upon. The current Agreement was approved by the City Council on February 2, 2015.

The International City/County Management Association recommends the use of employment agreements and considers it a best practice.

The initial agreement took effect on October 1, 2014. The agreement automatically renews annually. Section 2 of the Agreement states the City of Twin Falls and the City Manager "…shall review the terms of this Agreement on or before the five-year anniversary of this Agreement, and every five years thereafter. Any changes or amendments to this Agreement shall be in writing and signed by the parties."

Mayor Hawkins, Councilman Shawn Barigar and City Manager Travis Rothweiler reviewed the Agreement. As a result, three changes are proposed, as follows:

- Section 3, on page 2: Update the current rate of compensation to reflect the City Manager's current compensation, which is $169,124. The rate of compensation is not changed by this agreement.

- Section 3, on Page 2: Insert "and compensation" after the word salary. This section now reads:
  *This agreement shall be automatically amended to reflect any salary and compensation adjustments that are provided or required by the Employer's compensation policies, or as may otherwise be approved by the City Council.*

- Section 4, on Page 2: Change the word Resolution to Handbook. This section now reads:
  *The employer agrees to provide vacation and sick leave in accordance with the current Employee Handbook, which establishes general terms and conditions of employment for City employees, or as it may be amended from time to time. In addition, the employer will provide an additional forty hours (40) of personal leave to be placed in a separate bank on January 1st of each year. These hours will have no compensatory value and will not affect other leave bank accruals. Any of these additional hours remaining on December 31st shall (be forfeited) or (not carry-over to the next year.)*

The agreement has been reviewed by the City Attorney and ICRMP.

**Approval Process:**

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

**Regulatory Impact:**

Idaho Code Title 50, Section 8

**Attachments:**

Amended Agreement between the City of Twin Falls and the City Manager

# CITY MANAGER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Twin Falls, Idaho, a municipal corporation (hereinafter "Employer"), and Travis Rothweiler (hereinafter "Employee"), both of who understand as follows:

WHEREAS, Employer desires to employ the services of Travis Rothweiler as City Manager, of the City of Twin Falls, as provided by State and City Code, and;

WHEREAS, it is the desire of the governing body, hereinafter called, "City Council" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee, and;

WHEREAS, it is the desire of the Employer and the Employee to formally establish terms and conditions of employment.

NOW, THEREFORE, in consideration of these promises and covenants contained hereafter as follows:

## SECTION 1. DUTIES

Employer hereby agrees to employ the Employee as City Manager of the Employer to perform the functions and duties specified for that office by the Idaho Statutes, Twin Falls Municipal Code, and the employee position description, and to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time.

## SECTION 2. TERM

The term of this Agreement shall begin October 1, 2014, and end on September 30, 2015, and shall automatically renew annually, unless Employer notifies the Employee in writing at least sixty (60) days prior to the end of each fiscal year that it has elected not to renew the Agreement, subject to the provisions of Section 10, Paragraph A, of this agreement.

Employer and Employee shall review the terms of this Agreement on or before the five-year anniversary of this Agreement, and every five years thereafter. Any changes or amendments to this Agreement shall be in writing and signed by the parties.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to provisions set forth in Section 10 of this agreement.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 10 of this agreement.

**SECTION 3. SALARY**

Employer agrees to pay Employee an annual base salary of $169,124~~126,175~~, payable in twenty-six (26) bi-weekly installments.

This agreement shall be automatically amended to reflect any salary and compensation adjustments that are provided or required by the Employer's compensation policies, or as may otherwise be approved by the City Council.

**SECTION 4. PAID TIME OFF**

The employer agrees to provide vacation and sick leave in accordance with the current Employee Handbook ~~Resolution~~, which establishes general terms and conditions of employment for City employees, or as it may be amended from time to time. In addition, the employer will provide an additional forty hours (40) of personal leave to be placed in a separate bank on January 1st of each year. These hours will have no compensatory value and will not affect other leave bank accruals. Any of these additional hours remaining on December 31st shall (be forfeited) or (not carry-over to the next year.)

Any vacation use in excess of five (5) working days shall receive prior approval from the Mayor at least 2 weeks in advance, excluding emergency situations.

**SECTION 5. HEALTH INSURANCE**

Employer agrees to pay the premiums thereon equal to that which is provided to all other employees of the Employer.

**SECTION 6. DUES AND SUBSCRIPTIONS**

Employer agrees to budget and to pay for what are reasonable professional dues, publications and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement.

**SECTION 7. PROFESSIONAL DEVELOPMENT**

Employer agrees to budget for and to pay the mutually agreed upon travel and expenses of Employee for professional meetings, travel and occasions adequate to continued professional development of Employee and adequately pursue necessary official and other functions of the Employer, including but not limited to the annual conference of the International City/County Management Association Conference and the Association of Idaho Cities. Employee shall submit proposed expenses prior to adoption of the ensuring budget for the City Council.

## SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, in consultation with the City Manager, may fix any such other terms and conditions of employment, as it may determine from time to time.

All provisions of Twin Falls Municipal Code and Personnel Rules and Regulations of the Employer related to vacation, sick leave, retirement, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Employer, unless amended or altered by this agreement. All rules of conduct for the Employer are incorporated into this agreement by reference and Employee agrees to conform his conduct to such provisions.

## SECTION 9. PERFORMANCE EVALUATION

The City Council shall review and evaluate the performance of the Employee annually. Annually, the City Council and employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual budget, capital budget and appropriations provided.

## SECTION 10. TERMINATION

A. Employee serves at the pleasure of the City Council, and may be terminated without cause at any time for any reason, or for no reason. If the Employee is terminated without cause, the Employer shall provide a severance payment equal to (6) months' total compensation at the Employee's then existing rate of pay. The severance shall increase one (1) month every year beginning April 1, 2011, up to a maximum of twelve (12) months. In addition to the severance payment, the Employee shall also be compensated for all vacation leave the Employee has available. The severance payment shall be paid in a lump sum, no more than (10) working days after action taken by the City Council. If Employer terminates the employment of Employee without cause, Employee does hereby release, acquit, indemnify and forever discharge Employer and its representatives, agents, employees, and insurers, of and from any and all claims, demands, actions and causes of action, judgments, costs, attorney fees, damages, both known and unknown, of which the undersigned have or may hereafter have, on account of, or in any way arising out of termination of his employment, except as to the claim for severance payment as provided for in this subparagraph.

B. If the Employee is terminated for cause, no severance shall be paid. All accrued vacation time the Employee has available shall be paid in a lump sum, no more than (10) working days after action taken by the City Council.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty

(30) days' notice in advance, as provided by Twin Falls City Code §1-7-6, unless the parties agree otherwise. No severance shall be paid if the Employee resigns.

D. For the purpose of this agreement, termination shall occur when:

1. By majority vote of a quorum of the City Council at an open meeting conducted in conformance with the Idaho Open Meeting Law and in accordance with the procedural requirements of Twin Falls City Code §1-7-5; or,

2. Elimination of the position of City Manager.

**SECTION 11. NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of:

(1) Employer City of Twin Falls
203 Main Street ~~321 Second Avenue~~ East
P.O. Box 1907
Twin Falls, ID 83303-1907

(2) Employee: Travis Rothweiler
P.O. Box 1907
Twin Falls, ID 83303-1907

Notices may be mailed or personally delivered. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**SECTION 14. GENERAL PROVISIONS**

The text herein shall constitute the entire agreement between parties. No change to this Agreement shall be effective unless in writing and signed by the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed servable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF: The City of Twin Falls has caused this Agreement to be signed an executed on its behalf by its Mayor and duly attested by its City Clerk, the Employee has signed an executed this Agreement, both in duplicate, the day and year above written and as amended this ___ day of _____ shall replace and supersede all prior agreement(s).

_____
Mayor
City of Twin Falls

_____
Employee

ATTEST:

_____
Deputy City Clerk

_____
Mayor
City of Twin Falls

_____
Employee

ATTEST:

_____
Deputy City Clerk