

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, June 24, 2013  
City Council Chambers  
305 3<sup>rd</sup> 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:
<b>I. CONSENT CALENDAR:</b> 1. Consideration of a request to approve the accounts payable May 18 – 24, 2013. 2. Consideration of a request from Tricia Anderson and the Junior Club of the Magic Valley to approve the 25 <sup>th</sup> Annual Bite of Magic Valley to held at the Twin Falls City Park on July 24, 2013.	Action	Staff Report Sharon Bryan Dennis Pullin
<b>II. ITEMS FOR CONSIDERATION:</b> 1. Presentation to Lori Ward and Chris Reid with a Certificate of Appreciation for their extensive service to the City of Twin Falls by leading the Citizens Advisory Committee on Wastewater. 2. Consideration of a request by Lloyd & Darlene Stolkton to waive the non-conforming building expansion permit process to allow an expansion of an existing legal non-conforming residence located at 267 Grandview Drive South. 3. Consideration of an FAA Grant Offer for AIP 34, Apron & Runway Slurry Seal Project, in the amount of \$751,423.00 and authorize the Mayor to sign the grant offer. 4. Presentation of the current uses of Geographical Information System (GIS). 5. Presentation on the Department of Information Services. 6. Public input and/or items from the City Manager and City Council.	Presentation  Action  Action  Presentation Presentation	Travis Rothweiler  Mitch Humble  Bill Carberry  Robin Wilson Mick Turner
<b>III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</b>		
<b>IV. PUBLIC HEARINGS: 6:00 P.M. – None</b>		
<b>V. ADJOURNMENT:</b> Consideration of a request to adjourn to Executive Session 67-2345(1) (e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.		

*\*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.



**Date:** Monday, June 24, 2013, Council Meeting

**To:** Honorable Mayor and City Council

**From:** Staff Sergeant Dennis Pullin, Twin Falls Police Department

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**Request:**

Consideration of a request from Tricia Anderson and the Junior Club of the Magic Valley to approve the 25th Annual Bite of Magic Valley to be held at the Twin Falls City Park on July 24, 2013.

**Time Estimate:**

This event has a history of positive response from the community and generates no calls for service from the Twin Falls Police Department. Therefore, we are requesting that this item be placed on the Council's Consent Calendar.

**Background:**

On May 6, 2013, I received a Special Events Application for the 25th Annual Bite of Magic Valley on behalf of the Junior Club of Magic Valley. The date of the event will be Wednesday, July 24, 2013, commencing at 5:00 p.m. and concluding at 9:00 p.m. This event features a variety of food and beverage booths, as well as live entertainment starting at 5:30 p.m. and concluding at 8:30 p.m. All alcoholic beverages will be served at an established "beer garden" from 5:00 p.m. to 9:00 p.m. Wristbands will be required and identification will be checked.

This is a summer event that is intended for family participation. In addition to food, beverages, and music, there will be an area geared toward children's entertainment including a mini-train, rides, and inflatable jump toys.

This event does not require the closure of any streets. Traditionally, the Bite of Magic Valley has been well organized and, given the history of the event, does not require Police presence. We have reviewed the application and believe the Junior Club of Magic Valley has an effective plan in place.

**Approval Process:**

In that this event is being held in the City Park and alcohol will be sold in conjunction with live bands playing amplified music during the hours of the event, consent of the City Council is required.

**Budget Impact:**

This event will not affect the budget for the City of Twin Falls.

Agenda Item for June 24, 2013  
From Staff Sergeant Dennis Pullin  
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The Twin Falls Fire Department and other relevant City Staff Members have approved and signed the Special Events Application.

A beer and wine sales permit will be procured for this event.

**Regulatory Impact:**

The Twin Falls Police Department believes this to be a family-friendly event that is safe for the citizens of our community. Upon a review of 2011's event and calls for service during its hours of operation, the Police Department received no calls for service relative to the Bite of Magic Valley and no Officers were required to be in attendance. (The event was not held in 2012.)

**Conclusion:**

Staff recommends that the City Council approve the Special Events Application submitted for the 25th Annual Bite of Magic Valley on Wednesday, July 24, 2013.

**Attachments:**

None

DP:aed



**Date:** Monday, June 24, City Council Meeting

**To:** Honorable Mayor and City Council

**From:** Travis Rothweiler, City Manager

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**Request:**

Presentation to Lori Ward and Chris Reid with a Certificate of Appreciation for their extensive service to the City of Twin Falls by leading the Citizens Advisory Committee on Wastewater.

**Time Estimate:** 10 minutes

**Background:** Lori Ward and Chris Reid volunteered substantial time and energy for five months to lead a 37-person citizens committee. The committee was tasked with helping the City of Twin Falls identify a solution to wastewater shortfalls, and then to educate the community about the solution and required bond election. Their efforts were critical to the success of the \$38 million revenue bond, which will pay for upgrades to the existing facility and will allow the City to continue to grow and prosper.

**Approval Process:** This is not an action item.

**Budget Impact:** None

**Regulatory Impact:** None

**Conclusion:** We recommend that Mayor Greg Lanting present the certificate of appreciation to Lori Ward and Chris Reid.

**Attachments:** None.



Date: **Monday, June 24, 2013**  
To: Honorable Mayor and City Council  
From: Mitch Humble, Community Development Department

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**Request:** CONSIDERATION OF THE REQUEST BY LLOYD & DARLENE STOLKTON TO WAIVE THE NON-CONFORMING BUILDING EXPANSION PERMIT PROCESS TO ALLOW AN EXPANSION OF AN EXISTING LEGAL NON-CONFORMING RESIDENCE LOCATED AT 267 GRANDVIEW DRIVE SOUTH.

**Time Estimate:** Staff presentation may take five (5) minutes. Applicant will be there to answer any questions.

**Background:** Attached is a request from Lloyd & Darlene Stolkton who are asking to be allowed to build an addition onto their residence located at 267 Grandview Dr. South. The home is located in the R-4 Zone in the Area of Impact. The property is fronting Grandview Drive South. Grandview Drive is a major arterial and as such has a minimum 80' centerline building setback. There is an existing garage, built in 1971, that is located in front of the existing residence. As per City Code Title 10; Chapter 4; Section 5.3 the current structure is nonconforming as the front building is at 68' from centerline, thus encroaching 12'.

The Stolkton's would like to add a 288 sq. ft. addition onto the northeast corner of the garage – connecting to the existing residence. The addition, as proposed, meets the required 5' side and required 20' rear building setbacks and will not expand the non-conforming portion of the home further into the front yard setback.

City Code Section 10-3-4 deals with non-conforming buildings and uses. Section 10-3-4(D) provides for a process to allow a legal non-conforming building expansion permit, which requires a hearing before the Planning and Zoning Commission. The last sentence of the first paragraph of Section 10-3-4 states:

*“The requirements of this section may be waived for residences and residential uses by motion and minute entry of the City Council.”*

**Conclusion:**

If the Council wishes, it may waive the requirements of Section 10-3-4 and the applicant could apply for a building permit. This will allow the Stolkton's to proceed with the addition without a public hearing.

If the Council feels that the Stolkton's should go through the non-conforming building expansion permit process, an application would be required and a public hearing shall be held before the Commission. The process takes about 30-45 days from the date of application. Appeals would extend the time another 30-45 days.

The proposed expansion meets the required side and rear yard setbacks and does not add to the existing non-conformance.

Staff recommends approval of the request as presented.

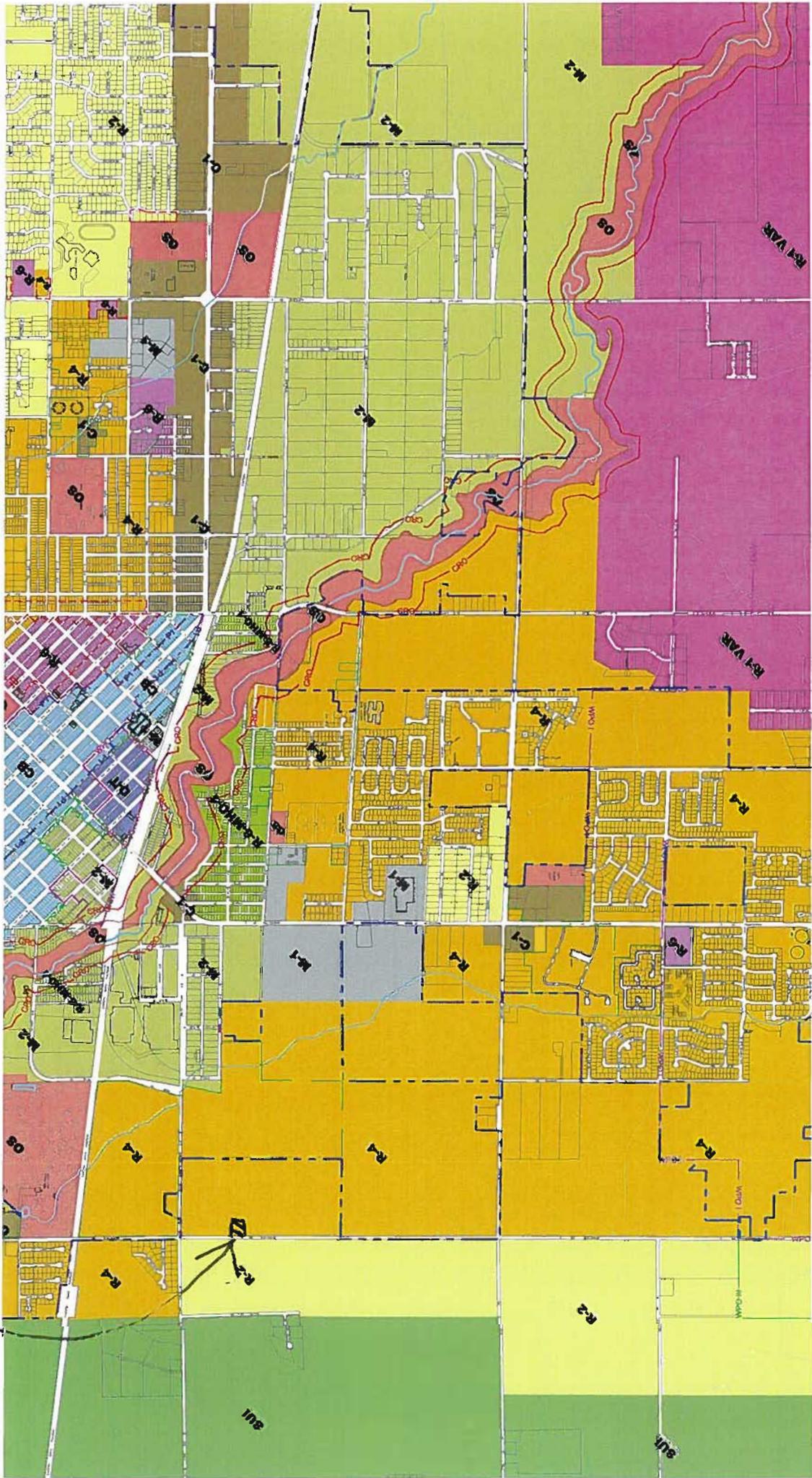
**Attachments:**

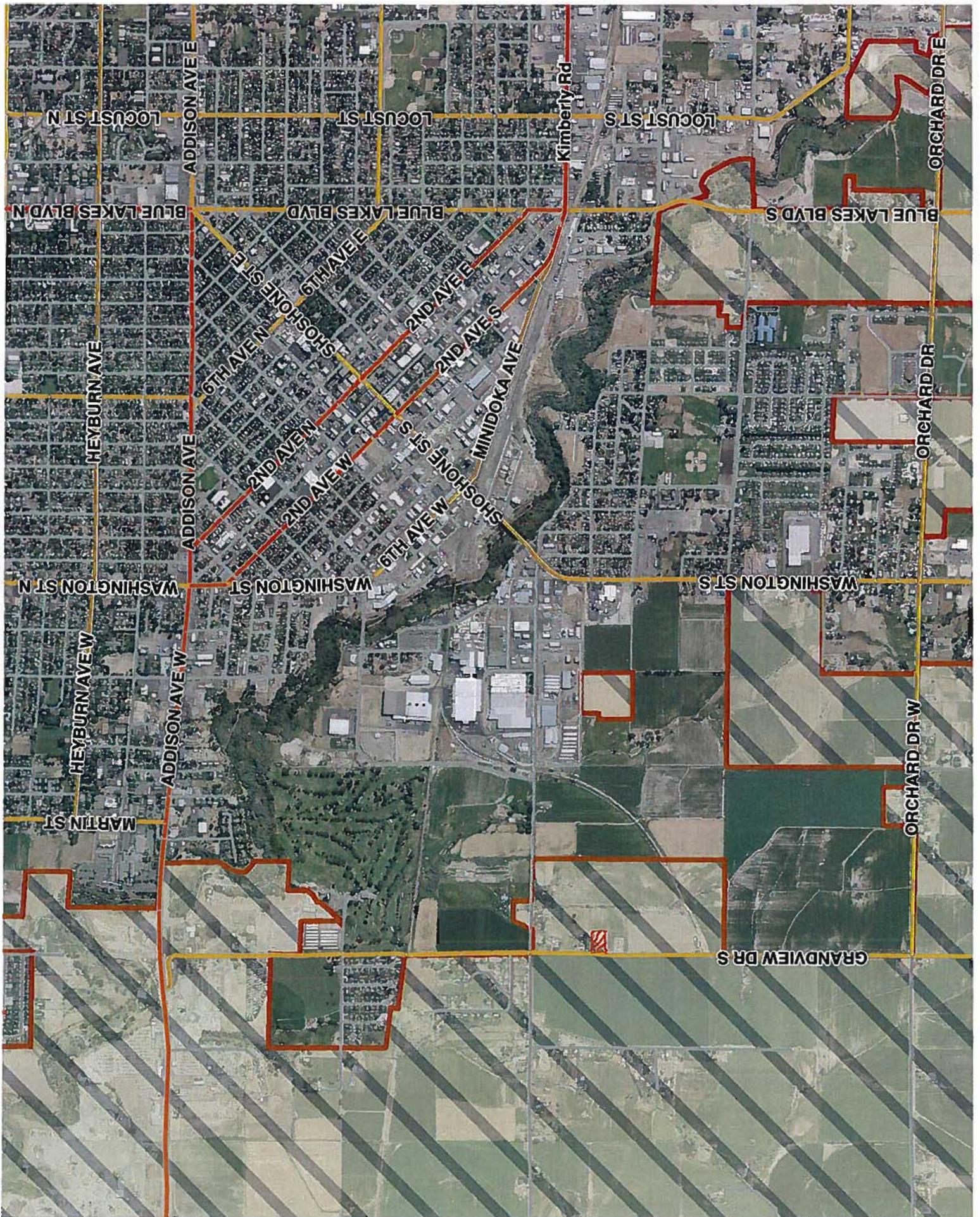
1. Narrative
2. Area/GIS Maps (3)
3. Site Plan

#2

- A. Getting older need to cover access from house to rec. rooms. So we won't slip and fall on ice and snow.
- B. Existing building too close to Grandview Drive South.
- C. None
- D. I think this will have no problem with compatibility, it will improve the looks, it will look like one house.

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# Stolkton NCBE Exhibit

Reference Only

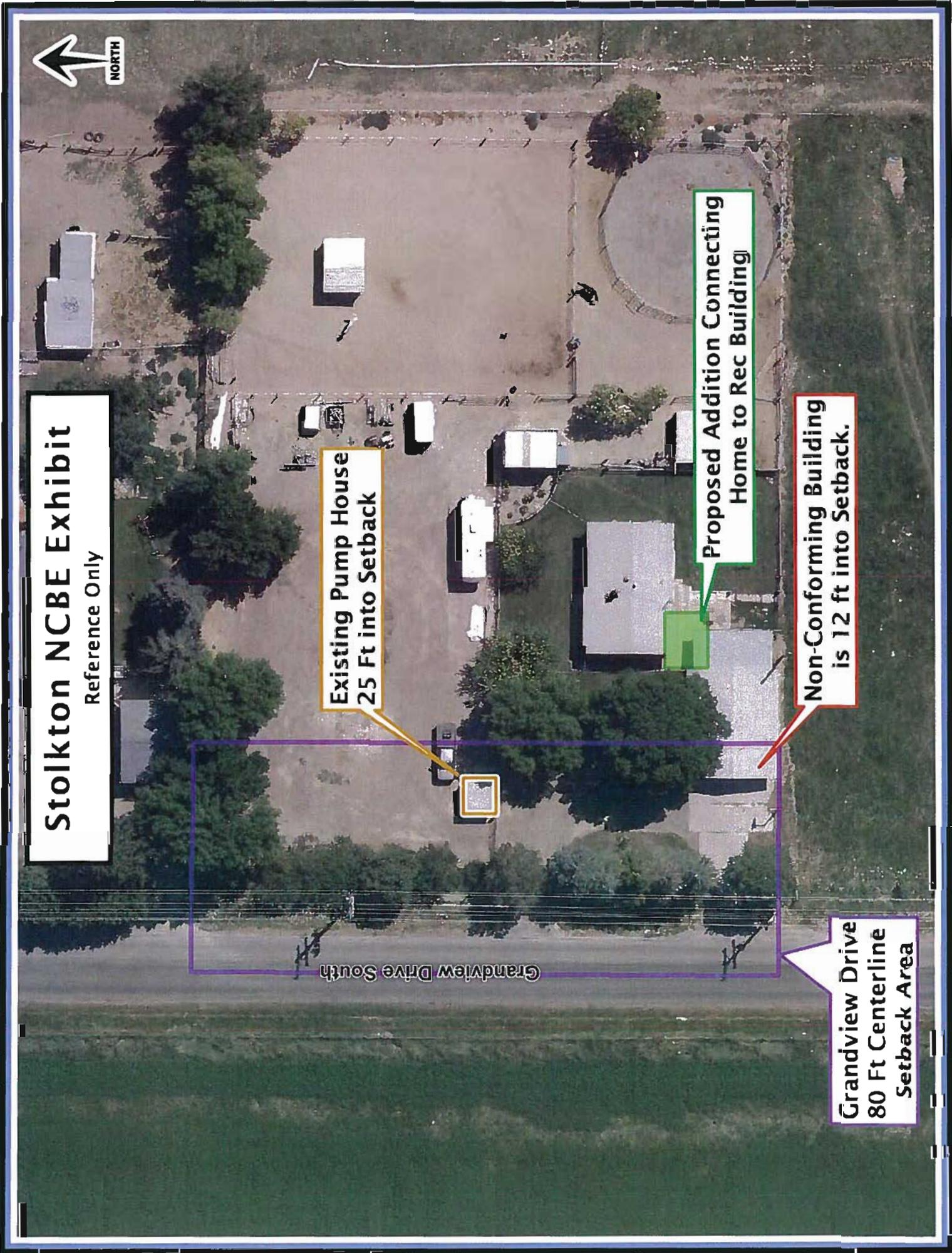
Existing Pump House  
25 Ft into Setback

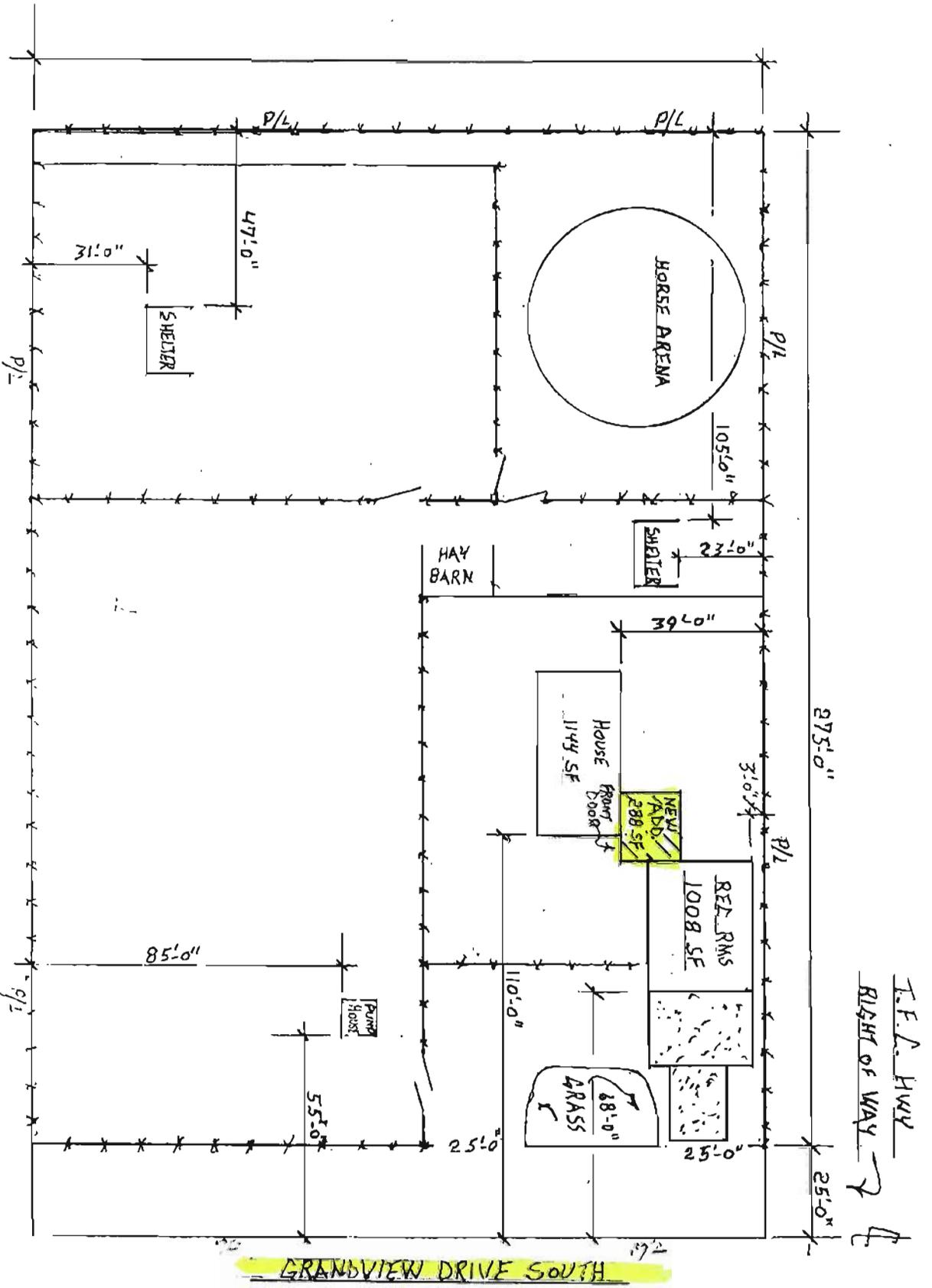
Proposed Addition Connecting  
Home to Rec Building

Non-Conforming Building  
is 12 ft into Setback.

Grandview Drive  
80 Ft Centerline  
Setback Area

Grandview Drive South





SITE PLAN. 1" = 40'-0"

L. YB. DARIENE STOR / 170N  
 E. GRANDVIEW DRIV. S  
 T. 114225, 11 8330  
 - 3-751-2014





**June 24, 2013 City Council Meeting**

**To:** Honorable Mayor and City Council

**From:** Bill Carberry, Airport Manager

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**Request:** Consideration of an FAA Grant Offer for AIP 34, Apron & Runway Slurry Seal Project, in the amount of \$751,423.00 and authorize the Mayor to sign the grant offer.

**Time Estimate:** 5-10 minutes with additional time for questions.

**Background:** The airport has been developing two FAA projects over recent months:

- 1) A polymerized fog seal for the primary runway and apron, with R/W number and sign changes (AIP 34), recently awarded to Straight Stripe Inc.
- 2) A major ramp and taxi lane reconstruction project (AIP 35), recently awarded to Western Construction.

The attached FAA AIP 34 grant offer is the first of two anticipated grants. The AIP 34 grant covers the engineering services contract with Riedesel Engineering for the design and bidding for both pending projects and the construction services (CS) for the fog seal project. In addition, the grant will fund an updated pavement condition index report (PCI) and the construction contract with Straight Stripe Inc.

**Budget Impact:**

The FAA grant offer covers the cost of the following:

Straight Stripe Inc. slurry seal contract-	\$378,690
Riedesel engineering services - (design/bidding both projects, PCI report and CS)	<u>\$422,828</u>
Total Costs	\$801,518

Funding breaks down as follows:

FAA AIP 34 grant offer-	\$751,423
Local City/County match-	<u>\$ 50,095</u>
Total Funds	\$801,518

This grant utilizes funding from the airport's annual \$1M FAA entitlement account. The airport construction fund includes the required local City/County 6.25% match. The FAA will fund 93.75% of the project costs.

**Regulatory Impact:** The grant offer will be subject to the standard assurances associated with FAA grant projects. The City Attorney has reviewed the grant offer.



Grant Agreement  
Part 1 – Offer

Joslin Field - Magic Valley Regional Airport

Twin Falls, Idaho

Date of Offer: Friday, June 14, 2013

Project Number: 3-16-0036-034-2013

Contract Number: DOT-FA13NM-0003

To: County and City of Twin Falls, Idaho (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 28, 2013, for a grant of Federal funds for a project at or associated with the Joslin Field - Magic Valley Regional Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 7/25 (design and construction), including fog seal; Rehabilitate terminal (design) and northwest general aviation (design and construction) aprons; Conduct miscellaneous study, including Pavement Conditioning Index (PCI) report;

all as more particularly described in the Project Application.

**Conclusion:** Staff recommends the Council approve acceptance of the FAA AIP 34 Grant Offer in the amount of \$751,423.00 and authorize the Mayor to sign the grant offer.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 93.75 percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

### **Part I - Conditions**

- 1) The maximum obligation of the United States payable under this Offer shall be \$751,423.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ 28,364.00 For planning

\$ 723,059.00 For airport development or noise program implementation

Please note that this grant offer may be funded all or in part, with funds from the Small Airport Fund.

- 2) The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.
- 3) Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4) The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

- 5) The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
- 6) This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before Monday, July 15, 2013, or such subsequent date as may be prescribed in writing by the FAA.
- 7) The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8) The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9) Trafficking in persons:
  - a) **Provisions applicable to a recipient that is a private entity.**
    - i) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - (2) Procure a commercial sex act during the period of time that the award is in effect; or
      - (3) Use forced labor in the performance of the award or subawards under the award.
    - ii) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
      - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        - (a) Associated with performance under this award; or

- (b) Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- b) **Provision applicable to a recipient other than a private entity.**
  - i) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
    - (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      - (a) Associated with performance under this award; or
      - (b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c) **Provisions applicable to any recipient.**
  - i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - ii) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - iii) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) **Definitions. For purposes of this award term:**
  - i) "Employee" means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- iii) "Private entity":
  - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - (2) Includes:
    - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - (b) A for-profit organization.
- iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10) System of Award Management and Universal Identifier Requirements

- a) Requirement for System of Award Management (SAM)
  - i) Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- b) Requirement for Data Universal Numbering System (DUNS) Numbers
  - i) If you are authorized to make subawards under this award, you:
    - (1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
    - (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- c) Definitions
  - i) For purposes of this award term:
    - (1) System of Award Management (*SAM*) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
    - (2) Data Universal Numbering System (*DUNS*) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
    - (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
      - (a) A Governmental organization, which is a State, local government, or Indian Tribe;
      - (b) A foreign public entity;
      - (c) A domestic or foreign nonprofit organization;
      - (d) A domestic or foreign for-profit organization; and

- (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (4) Subaward:
  - (a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - (b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- (5) Subrecipient means an entity that:
  - (a) Receives a subaward from you under this award; and
  - (b) Is accountable to you for the use of the Federal funds provided by the subaward.
  - (c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11) ELECTRONIC GRANT PAYMENT(S): The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

- a) Grant Recipient Requirements.
  - i) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
  - ii) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
- b) System User Access.
  - i) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
  - ii) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125

- iii. The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information. Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).
- c) Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.
  - i) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, [DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov). The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
  - ii) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:
    - DOT/FAA
    - PO Box 25082
    - AMZ-110
    - Oklahoma City, OK 73125

## Special Conditions

- 1) It is understood and agreed that the County of Twin Falls, Idaho and the City of Twin Falls, Idaho authorized the execution of the Application for Federal Assistance dated May 28, 2013 and Standard DOT Title VI Assurances dated May 28, 2013, on their behalf by William Carberry, Airport Manager, and that they jointly and severally adopted and ratified the representations and assurances contained therein; and that the word "Sponsor" as used in the project application and other assurances is deemed to include the County of Twin Falls, Idaho and the City of Twin Falls, Idaho.
- 2) It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable development and land project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. If the increase in project costs is attributable to planning items, the maximum United States obligation may not be increased. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
- 3) In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a) may not be increased for a planning project;
  - b) may be increased by not more than 15 percent for development projects;
  - c) may be increased by not more than 15 percent for land projects.
- 4) Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 5) The Sponsor agrees to perform the following:
  - a) Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract,

including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

- i) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - ii) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - iii) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
  - iv) Qualifications of engineering supervision and construction inspection personnel.
  - v) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - vi) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary are undertaken.
- b) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
  - c) Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - d) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
- 6) For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as required by Airport Sponsor Assurance Number 11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of

inspection program it deems appropriate. The program must, as a minimum, include the following:

- a) Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i) location of all runways, taxiways, and aprons;
    - ii) dimensions;
    - iii) type of pavement, and;
    - iv) year of construction or most recent major rehabilitation.
  - b) Inspection Schedule.
    - i) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
    - ii) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.
  - c) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:
    - i) inspection date;
    - ii) location;
    - iii) distress types;
    - iv) maintenance scheduled or performed.
      - (1) For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  - d) Information Retrieval. An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
  - e) Reference: Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.
- 7) The Sponsor shall provide for an annual audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall provide one copy of the completed A-133 Audit to the FAA Airports District Office and three copies of the audit to: Federal Audit Clearinghouse, Bureau of the Census, 1201 10th Street, Jeffersonville, IN 47132.

- 8) Financial Reporting Requirements. The Sponsor agrees to submit a Federal Financial Report (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report. The sponsor further agrees to submit an Outlay Report and Request for Reimbursement (FAA Form SF-271) or Request for Advance or Reimbursement (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.
- 9) The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By Stanley C. Allison  
Stanley C. Allison, Acting Manager, Seattle Airports District Office

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013  
County of Twin Falls, Idaho

By \_\_\_\_\_  
Sponsor's Designated Official Representative

Title: \_\_\_\_\_

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013  
City of Twin Falls, Idaho

By \_\_\_\_\_  
Sponsor's Designated Official Representative

Title: \_\_\_\_\_

#### CERTIFICATE OF SPONSOR'S ATTORNEY

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Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Signature of Sponsor's Attorney



## A-133 Single Audit Certification Form

The Single Audit Act of 1984, implemented by OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) establishes audit requirements for State and local governments that receive Federal aid. State or local governments (City, County, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in total Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide the following certification to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

### Airport Sponsor Information:

Sponsor Name	Fiscal/Calendar Year Ending
Airport Name	
Sponsor's Representative Name	Representative's Title
Telephone	Email

Please check the appropriate line(s):

- We are subject to the A-133 Single Audit requirements (expended \$500,000 or more in total Federal funds for the fiscal/calendar year noted above) and are taking the following action:
- The A-133 single audit for this fiscal/calendar year has been submitted to the FAA.
  - The A-133 single audit for this fiscal/calendar year is attached.
  - The A-133 single audit report will be submitted to the FAA as soon as this audit is available.
- We are exempt from the Single Audit A-133 requirements for the fiscal/calendar noted above.

Sponsor Certification:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Return to: FAA, Seattle Airports District Office  
1601 Lind Avenue SW, Suite 250  
Seattle, WA 98057-3356



**Date:** Monday, June 24, 2013  
**To:** Honorable Mayor and City Council  
**From:** Robin Wilson, GIS Coordinator

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**Request:**

Presentation of the current uses of GIS.

**Time Estimate:**

Approximately 15 minutes.

**Background:**

Chris Talkington has made a request to be updated on how GIS is being implemented by the city.

**Budget Impact:**

None.

**Regulatory Impact:**

N/A

**Conclusion:**

Staff recommends the presentation

**Attachments:** None