

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
					Mayor	



AGENDA

**Meeting of the Twin Falls City Council
Monday, March 16, 2015
City Council Chambers - 305 3rd Avenue East
Twin Falls, Idaho**

PLEDGE OF ALLEGIANCE TO THE FLAG CONFIRMATION OF QUORUM CONSIDERATION OF THE AMENDMENTS TO THE AGENDA PROCLAMATION: Welcome Home Vietnam Veterans Day - Proclamation to be presented to Vietnam Veteran Pat Branch, a helicopter door gunner in the battle of Khe Sanh, a veteran's advocate, and a College of Southern Idaho Veteran's Services Committee member.		
GENERAL PUBLIC INPUT		
AGENDA ITEMS		
I. <u>CONSENT CALENDAR:</u>	<u>Purpose</u>	<u>By:</u>
1. Consideration of a request to approve the Accounts Payable for March 10-16, 2015, totals: \$283,547.68 and March 13, 2015, Payroll total: \$134,348.03.	Action	Sharon Bryan
2. Consideration of a request to approve the March 2, 2015, City Council Minutes.	Action	Leila A. Sanchez
3. Consideration of a request to approve the Youth/Young Adults Ministry Event sponsored by Amazing Grace Fellowship to be held outdoors at the Amazing Grace Fellowship located at 1061 Eastland Drive North on June 7, 2015.	Action	Dennis Pullin
4. Consideration of a request to approve the annual Battle of the Bands event sponsored by the Amazing Grace Fellowship to be held at the Twin Falls City Park on Friday, June 5, 2015.	Action	Dennis Pullin
II. <u>ITEMS FOR CONSIDERATION:</u>	<u>Purpose:</u>	<u>By:</u>
1. Presentation of Twin Falls Fire Department Level III Firefighter Certifications to Andy Stephenson and Fred McDonald.	Presentation	Ron Clark
2. Presentation of a service plaque to Brett Semple in recognition of his service on the Golf Advisory Commission.	Presentation	Dennis Bowyer
3. Consideration of a request to approve a contract amendment with CSHQA architects for additional design services related to the airport terminal modification project.	Action	Bill Carberry
4. Update on the Police Department's implementation of Ford Utility Interceptor Patrol vehicles.	Update	Anthony Barnhart
5. Update on pending Legislative Issues.	Update	Travis Rothweiler
6. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M.		
1. Consideration of a request for the establishment of a \$25.00 Special Event Application fee and to adopt the Special Events and Parades Ordinance Amendments.	PH/Action	Dennis Pullin
V. <u>ADJOURNMENT:</u>		
1. Executive Session 67-2345(1) (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.		

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.**

*Office of the Mayor
City of Twin Falls, Idaho*

Proclamation



WELCOME HOME VIETNAM VETERANS DAY

- WHEREAS, from August 1964 to March 30, 1973, 3,403,100 military personnel served in the Southeast Asia Theater including Vietnam, Laos, Cambodia, flight crews based in Thailand and sailors in the adjacent South China Sea waters ; and
- WHEREAS, 58,156 military personnel lost their lives, 75,000 were classified as severely disabled and out of those, 216 members of the armed forces from Idaho were killed, eight declared missing in action and approximately 42, 810 Vietnam veterans currently live in Idaho; and
- WHEREAS, members of the United States Armed Forces who served bravely and faithfully for the United States during the Vietnam War were, upon their return home, caught in the crossfire of public debate about the involvement of the United States in the Vietnam War and thus denied the appropriate public gratitude and honor for their sacrifice and service; and
- WHEREAS, Public Law 110-181 SEC. 598, The National Defense Authorization Act of 2008 authorizes the Secretary of Defense to conduct a program to commemorate the 50th Anniversary of the Vietnam War, including the designation of local government partners, events and activities; and
- WHEREAS, such activities are designed to finally thank and honor veterans of the Vietnam War for their service and sacrifices on behalf of the United States and to also acknowledge the commitment and sacrifices made by their families; and
- WHEREAS, such service and sacrifices continue, to this day, by men and women who wear our country's uniform and serve wherever they are deployed, accompanied by our duty to understand and acknowledge their service and to welcome them home; and
- WHEREAS, The City of Twin Falls will commemorate and honor the service and sacrifices of Idaho Veterans of the Vietnam War and their families on March 30, 2015, and encourages participation in activities and ceremonies that promote recognition of the service and foster understanding of our responsibility to assist them in returning to civilian life in our community.

NOW, THEREFORE, I, Don Hall, Mayor of the City of Twin Falls, do hereby proclaim Monday, March 30, 2015, to be

WELCOME HOME VIETNAM VETERANS DAY

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Mayor Don Hall

Deputy City Clerk Leila A. Sanchez
Date: March 16, 2015

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
Vice Mayor					Mayor	



MINUTES

Meeting of the Twin Falls City Council
 Monday, March 2, 2015
 City Council Chambers - 305 3rd Avenue East - Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA

PROCLAMATIONS:

March for Meals Month – Request made by Jeanette Roe, Twin Falls Senior Center
 Idaho Day – Request by Mayor Don Hall

GENERAL PUBLIC INPUT

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for February 23 – March 2, 2015, total: \$648,489.32
 Fire Payroll, February 27, 2015, total: \$62,732.10
 Payroll, February 27, 2015, total: \$130,743.92
2. Consideration of a request to approve the Annual Saint Patrick's Day Parade Application and Special Event Celebration sponsored by Bev & Steve O'Connor to be held on Saturday, March 14, 2015.

Purpose:

Action

Action

By:

Sharon Bryan

Ron Fustos

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request from the Twin Falls Highway District to waive the fees for their new maintenance facility building permit.
2. Consideration of a request to authorize City Staff to provide input to the Twin Falls Highway District on an application to vacate a highway easement.
3. Consideration of a request to approve a Resolution for the sole source designation on the purchase of a recirculation system for the Splash Pad.
4. Consideration of a request to adopt an Ordinance for a Zoning Title Amendment thereby increasing the public notice requirements for various public hearings and creating a new City Code Section Title 10; Chapter 7; Section 20.
5. Update on pending Legislative Issues.
6. Public input and/or items from the City Manager and City Council.

Purpose:

Action

Action

Action

Action

Update

By:

Jarrod Bordi

Mitchel Humble

Dennis Bowyer

Mitchel Humble

Travis Rothweiler

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: 6:00 P.M. - None

V. ADJOURNMENT:

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.

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

Absent: Jim Munn

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Attorney Shayne Nope, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Traffic Sergeant Ron Fustos, Parks & Recreation Director Dennis Bowyer, Building Department Official Jarrod Bordi, Deputy City Clerk/Recording Secretary Leila A. Sanchez

Mayor Hall called the meeting to order at 5:00 P.M. He then invited all present, who wished to, to recite the pledge of Allegiance to the Flag with him. A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

City Manager Rothweiler requested the following be added to the Consent Calendar:

Consideration of a request to add draft beer for Ameritel Inns dba Hilton Garden Inn at 1741 Harrison Street.

MOTION:

Councilmember Talkington moved to approve the amendment to the agenda as presented. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

PROCLAMATIONS: March for Meals Month – Request made by Jeanette Roe, Twin Falls Senior Center

Councilmember Barigar read the proclamation and presented it to Jeanette Roe.

Idaho Day – Request by Mayor Don Hall

Mayor Hall read the proclamation.

GENERAL PUBLIC INPUT: None

Councilmember Barigar requested to pull Consent Calendar Item #2 from the Consent Calendar. The Chamber of Commerce is a sponsor of the St. Patrick's Day Event.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for February 23 – March 2, 2015, total: \$648,489.32.
Fire Payroll, February 27, 2015, total: \$62,732.10
Payroll, February 27, 2015, total: \$130,743.92
2. Consideration of a request to approve the Annual Saint Patrick's Day Parade Application and Special Event Celebration sponsored by Bev & Steve O'Connor to be held on Saturday, March 14, 2015. *(To be heard separately.)*
3. Consideration of a request to add draft beer for Ameritel Inns dba Hilton Garden Inn at 1741 Harrison Street.

MOTION:

Vice Mayor Hawkins moved to approve the Consent Calendar as amended. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Councilmember Barigar recused himself from the following item:

2. Consideration of a request to approve the Annual Saint Patrick's Day Parade Application and Special Events Celebration sponsored by Bev & Steve O'Connor to be held on Saturday, March 14, 2015.

MOTION:

Councilmember Lanting moved to approve the Annual Saint Patrick's Day Parade Application and Special Event Celebration as presented. The motion was seconded by Vice Mayor Hawkins.

Council discussion followed.

-Total budgeted overtime cost for the Twin Falls Police Department \$1,080

Roll call vote on the motion showed all members present voted in favor of the motion. Approved 5 to 0. 1 abstained.

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request from the Twin Falls Highway District to waive the fees for their new maintenance facility building permit.

Scott Allen, TFHD, requested a waiver of Building Permit fees that will be charged by the City of Twin Falls Building Department for a new 5,000 square foot equipment storage building. The proposed building will be erected at their maintenance facility located at 3208 East 3700 North.

Building Official Jarrod stated that staff recommends that the Council consider the request and take whatever action the Council determines is appropriate.

Council discussion followed.

-\$43.35 Area of Impact fee

MOTION:

Councilmember Talkington moved to waive the fees for the Twin Falls Highway District for a new maintenance facility located at Hankins Road South and Orchard Drive East in an amount not to exceed \$2,029. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

2. Consideration of a request to authorize City Staff to provide input to the Twin Falls Highway District on an application to vacate a highway easement.

Deputy City Manager Humble explained the request. The Highway District has asked the City to provide input on the request to vacate the easement since the City is an adjacent property owner. Staff has prepared a letter to the District stating that the City does not object to the vacation of the easement. Before the letter is provided to the District, staff is seeking Council approval.

MOTION:

Councilmember Lanting moved to direct Deputy City Manager Humble to send the letter in support of the vacating to the Twin Falls Highway District. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

3. Consideration of a request to approve a Resolution for the sole source designation on the purchase of a recirculation system for the Splash Pad.

Parks & Recreation Director Bowyer explained the request.

Two weeks ago, the City Council authorized staff to expend funds to purchase a recirculation system at the Splash Pad. Investigating the recirculation system, staff discovered the spray equipment that 1st Federal purchased can only be operated by a particular brand of a recirculation system – Hobbs Fountains/H2OFun Company.

Idaho Code 67-2808 provides for sole source expenditure. Approval of the request would allow the City to proceed with the purchase of the recirculation system for the Splash Pad.

Staff recommends that the City Council authorize the Mayor to sign the resolution.

City Manager Rothweiler explained the sole source process. After the Resolution is passed it will then be published in the newspaper fourteen days prior to the award of the contract. Individuals can contest whether or not this is truly a sole opportunity. If no protests are received staff will come back to Council and request to award the contract to Hobbs Fountains/H2OFun Company.

MOTION:

Councilmember Talkington moved to approve Resolution 1942 authorizing the expenditure of \$148,000 for a sole source recirculation system to Hobbs Fountains/H2OFun Company. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Vice Mayor Hawkins stated that she was on the radio the past week and received calls from concerned citizens of losing a soccer field at Sunway Soccer Field. Parks & Recreation Director Bowyer explained that he spoke with the Magic Valley Soccer Association indicating they will be losing only one field this year.

4. Consideration of a request to adopt an Ordinance for a Zoning Title Amendment thereby increasing the public notice requirements for various public hearings and creating a new City Code Section Title 10; Chapter 7; Section 20.

Deputy City Manager Humble explained the request. As directed by the Council, staff has prepared an ordinance for Council consideration. Staff recommends the City Council adopt the ordinance so it can be published and codified.

MOTION:

Vice Mayor Hawkins moved to suspend the rules and place Ordinance 3091 on third and final reading by title only. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Deputy City Clerk Sanchez read the Ordinance by title only:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING THE NOTICE OF PUBLIC HEARING REQUIREMENTS FOR TITLE 10 ZONING AND SUBDIVISION REGULATIONS, IN §10-3-4(D)(3)(a), §10-7-19(C), §10-9-9(T), §10-13-2.1(E), §10-13-2.2(F), §10-13-2.3(D), §10-14-4(C), §10-14-5, §10-15-2(B), §10-17-1(G), ENACTING A NEW §10-7-20, TO PROVIDE FOR UNIFORM AND EXPANDED PUBLIC NOTICE REQUIREMENTS, AND PROVIDING FOR PUBLICATION BY SUMMARY.

MOTION:

Councilmember Mills Sojka moved to adopt Ordinance 3091. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

5. Update on pending Legislative Issues.

City Manager Rothweiler gave updates on the following:

- House Bill 173: New Construction Roll

- House Bill 167: Open Labor Negotiations.
- Miscellaneous URA Bills.
- Senate Bill 1044 – Power and Use of Eminent Domain.

Council Discussion followed.

Councilmember Lanting explained the situation at Garden City where eminent domain was used to extend the Boise Green Belt. This was done for the public good.

- Association of Idaho Cities oppose Senate Bill 1044
- Trails and pathways are alternate methods of transportation

MOTION:

Councilmember Barigar moved as a Council to formally oppose Senate Bill 1044. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Vice Mayor Hawkins stated that AIC bill tracker website is located at:
<http://idahocities.org/?page=Tracker>.

Councilmember Lanting spoke on a proposed bill by House Majority Leader Mike Moyle allowing schools to get a share of the property taxes collected for new growth.

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

Councilmember Talkington recommended that City Attorney Fritz Wonderlich and City Manager make Sunnybrook Springs their highest priority. Council discussion followed. City Manager Rothweiler stated that he has made Sunnybrook Springs a top priority.

Councilmember Barigar and City Manager Rothweiler discussed a local option tax sales tax authority item.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

Councilmember Barigar gave a brief update from the recent Building Department, Building Inspection Advisory Committee. He spoke on the implementation of digital plan submission for residential projects and on a downtown permit assistance program.

IV. PUBLIC HEARINGS: 6:00 P.M. - None

V. ADJOURNMENT: The meeting adjourned at 6:19 p.m.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary



Date: Monday, March 16, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request to approve the Youth/Young Adults Ministry Event sponsored by the Amazing Grace Fellowship to be held outdoors at the Amazing Grace Fellowship located at 1061 Eastland Drive North, on June 7, 2015, from 6:00 p.m. until 7:00 p.m.

Time Estimate:

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

Background:

Josh Jensen, on behalf of the Amazing Grace Fellowship, has submitted a Special Event Application to hold a Youth/Young Adults Ministry Event sponsored by the Amazing Grace Fellowship to be held outdoors at the Amazing Grace Fellowship, located at 1061 Eastland Drive North, on June 7, 2015, from 6:00 p.m. until 7:00 p.m.

The event will consist of a live band playing music on the back lawn of the church with young people playing games and listening to music.

The event will be monitored by volunteers from the Amazing Grace Fellowship.

History:

Upon review of past calls for Police service at the Amazing Grace Fellowship, there have been ten (10) complaints of noise disturbances; two of which were juvenile noise complaints that may or may not have been associated with the Amazing Grace Fellowship. Eight (8) of the complaints were noise disturbances based on loud music from the church. The following is a list of those calls:

June 13, 2008, at 11:00 p.m., Friday; noise disturbance - juveniles in the back of the church creating a disturbance

September 25, 2009, at 8:00 p.m., Friday; noise disturbance - a function going on at the church.

June 5, 2011, at 7:00 p.m., Sunday; juveniles creating a disturbance

October 9, 2011, at 7:01 p.m., Sunday; loud music complaint

October 27, 2011, at 10:27 p.m., Thursday, 10:27 p.m.; loud music complaint

October 30, 2011, at 6:13 p.m., Sunday; loud music complaint

October 30, 2011, at 6:47 p.m.; loud music complaint

September 23, 2012, at 6:47 p.m., Sunday; loud music complaint

November 4, 2012, at 6:10 p.m., Sunday; loud music complaint

July 7, 2013, at 6:41 p.m., Sunday; loud music complaint

There were no calls for service during the 2014 Youth/Young Adults Ministry Event.

Approval Process:

Consent of the Council

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

The Twin Falls Police Department Staff and several relevant City Staff members have met and have approved this Special Event Application request.

If approved, the Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified noise. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

None

DP:aed



Date: Monday, March 16, 2015, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request to approve the annual Battle of the Bands event sponsored by the Amazing Grace Fellowship to be held at the Twin Falls City Park on Friday, June 5, 2015, from 6:00 p.m. to 9:00 p.m.

Time Estimate:

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

Background:

Josh Jensen, on behalf of the Amazing Grace Fellowship, has submitted a Special Event Application to hold the annual Battle of the Bands sponsored by the Amazing Grace Fellowship to be held at the Twin Falls City Park on Friday, June 5, 2015, starting at 6:00 p.m. and concluding no later than 9:00 p.m.

This year's events will consist of the top eight (8) bands in the Magic Valley competing for a prize of \$1,000.00. There is no admission fee for those who wish to attend this event. There will be a diversified list of several types of music that will be represented.

The event and sound volume will be monitored by volunteers from the Amazing Grace Fellowship.

History:

Prior Battle of the Band events have been successful. However, the 2014 event created several causes for concern; issues that have been addressed with event organizers. The Twin Falls Police Department received two (2) calls for service due to noise complaints (one is logged in the call notes and the other call was dismissed by the caller once the event was explained). The on-duty Patrol Supervisor spoke with representatives from the Amazing Grace Fellowship to reduce the noise level; however, the Sergeant did not receive any cooperation from event organizers. At the time, the Sergeant decided to let the current band continue with the last song bringing the event to a close. It should also be noted that the application stated the event's conclusion time would be at 9:00 p.m.; the event did not actually end until after 10:00 p.m.

The Twin Falls Parks and Recreation Department later advised that someone had forcibly gained entry into the band shell to reset the power timer in order to allow power for the bands to continue playing music. The timer had been set by the Twin Falls Parks and Recreation Department to turn the power off at 9:00 p.m. The unauthorized entry caused damage to the door.

Due to the noise complaint, playing music beyond the time allowed and causing damage to Twin Falls City property, I personally met with Josh Jensen and his Pastor, Lynn Schaal, to discuss these past issues. After a lengthy discussion, we came to an agreement to resolve these issues so that the 2015 Battle of the Bands can be held.

In order to reduce the amount of time needed for bands to perform, the number of bands has been reduced from ten (10) bands to eight (8) bands. Each band will have a reduced amount of time to play. The sound level will be closely monitored, with the event organizers knowing they must comply with noise complaints by reducing the volume of the sound. The event organizers will adhere to the time frame by ensuring that the event concludes no later than 9:00 p.m. The event organizers have a complete understanding that if further incidents occur during the 2015 Battle of the Bands event, future events will not be approved.

Approval Process:

Consent of the City Council

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

Based on the meeting held with Josh Jensen and Pastor Lynn Schaal, the Police Department approves the application request requiring the above-listed restrictions. In addition, the Police Department requires another individual from the Amazing Grace Fellowship Hall to coordinate the event under Lynn Schaal's direction. Any future issues with this event will negate any future Battle of the Bands events or events comparable to Battle of the Bands. Other members of the City of Twin Falls have approved this event. The Twin Falls Police Department has approved this application to go before the Twin Falls City Council.

If approved, the Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified noise. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

None

DP:aed



Date: Monday, March 16, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Ron Clark, Fire Chief

Request:

Present Twin Falls Fire Department Level III Firefighter Certifications to Andy Stephenson and Fred McDonald.

Time Estimate:

Approximately 5 Minutes

Background:

Chief Clark would like to take this opportunity to recognize the above mentioned individuals for completing their Firefighter III Certification over the course of the last year. This advanced fire service training includes classes and coursework on various subjects including a three-part series in Managing Company Tactical Operations, Incident Command System, Fire Cause Determination, and obtaining their State Fire Inspector Certification.

Approval Process:

None

Budget Impact:

None

Regulatory Impact:

None

Conclusion:

None

Attachments:

None



Date: Monday March 16, 2015 City Council Meeting
To: Honorable Mayor and City Council
From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Presentation of a service plaque to Brett Semple in recognition of his service on the Golf Advisory Commission.

Time Estimate:

Staff will make the presentation, following the presentation, we expect some time for comments and for a photo opportunity. The anticipated total time for presentation and comments is estimated at 5 minutes.

Background:

Brett Semple served 6 years on the Commission. He started on the Commission in March 2009, served a full three year term and was renewed for another full three year term. Brett was very active on the Commission and served as chairperson of the annual "Friends of Muni" golf tournament for several years. He served as Chairperson of the Commission for the past year. Brett and all his hard work will be missed by the Commission, the golf course, and City staff.

Approval Process:

None

Budget Impact:

The cost of the plaque.

Regulatory Impact:

None

Conclusion:

Staff recommends that the City Council honor Brett Semple for his 6 years of service to the Golf Advisory Commission and to the City of Twin Falls.

Attachments:

None



Date: Monday, March 16, 2015
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request:

Consideration of a contract amendment with CSHQA architects for additional design services related to the airport terminal modification project.

Time Estimate:

The staff presentation will take approximately 5 minute. Following the presentations, staff anticipates some time for questions and answer.

Background:

On July 14th the City Council reviewed the results of the Terminal Phase I Feasibility Study and gave staff direction to move forward with developing a contract with the Architect, Martin Hahle of CSHQA, for the remaining phases of the project to include the design, bidding, and construction services. On September 2nd the City Council, in conjunction with accepting an FAA Grant offer, approved a contract with CSHQA for design, bidding, and construction management services.

During the design development the last six months, additional requirements were identified requiring additional service by the architect team. Some of the additional considerations included: security access control modifications and surveillance; improvements to meet fire code provisions; expanded design elements requested by the airline for office and ramp area operations; improvements to accommodate upgrades to the City IT department's infrastructure.

Approval Process:

Approval to authorize the Mayor to sign the contract amendment will take a majority vote of the City Council.

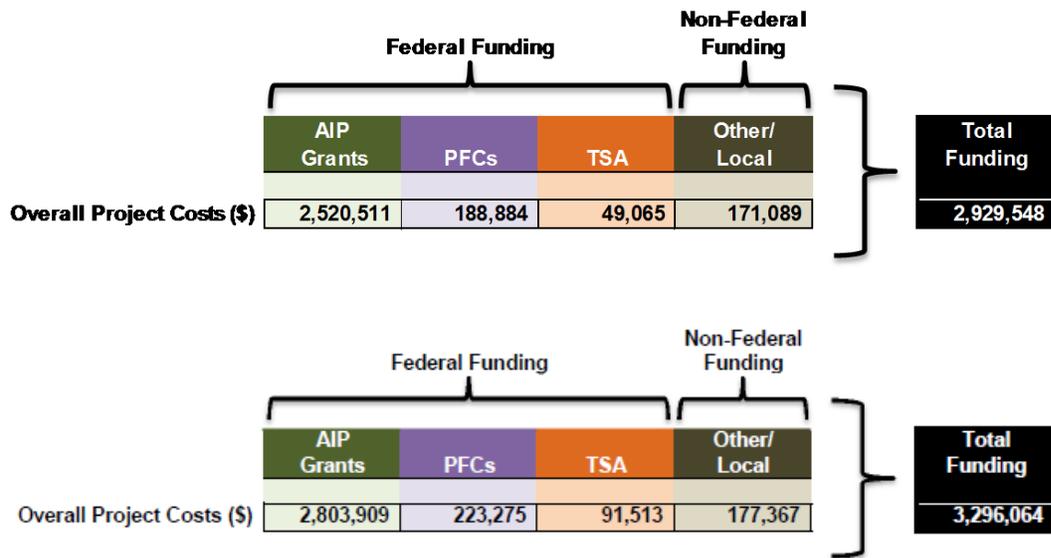
Budget Impact:

I've reviewed the contract amendment with our FAA project manager and he finds it reasonable and has no objections with including it in the project costs. With the \$28,500 cost of the amendment, CSHQA contract's total cost will increase from \$386,886 to \$415,386 (7%).

Review of new estimated total project cost & funding:

With an update of total project costs to include some new elements, more refined construction costs estimates, and the doubling of contingency cost estimates from 5% to 10%, the overall project cost is estimated at \$3,292,723. This estimate has increased \$363,174 (12%) from the June estimate of \$2,929,549.

The following “bottom-line” funding illustration compares the June 2014 cost/funding model and the February 2015 model below:



Although projected costs have increased approximately 12.5% with the new model, the percentage of local funding needed for the project remains at a relatively low 5.3% of the overall funding required.

The FAA Airport Improvement Program (AIP) associated grants for the construction of the project will include a phase I grant in 2015 and a second Phase II grant in 2017. The FAA grant for 2016 has already been programmed for non-terminal projects to include a replacement for the airport’s 1996 model fire truck and pavement rehabilitation of the main taxiway. The program timing for the 2016 grant has remained locked-in due to their need and high priority ranking for the additional discretionary funds (approx. \$1,500,000) we’ve requested to complete the acquisition and project.

In addition to the FAA’s review and concurrence with the cost/funding model, I’ve reviewed the plan with our City CFO, Lorie Race, and she also feels comfortable with the overall plan.

Regulatory Impact:

The contract amendment will be subject to the same federal FAA provisions as the existing contract. The contract amendment will include an update with the latest applicable federal provisions

Conclusion:

Staff recommends that the Council approve the contract amendment with CSHQA for \$28,500 and authorize the Mayor to sign the agreement.

Attachments:

CSHQA task order amendment and contractual provisions.

TASK ORDER AUTHORIZATION

Date: February 26, 2015

Task Order No. 04

Client: City of Twin Falls

Project Number: 14052.000

Address: Joslin Field – Magic Valley Regional Airport
Twin Falls, ID 83301

Project Name: Magic Valley Regional Airport
Terminal Building Modification Project
Twin Falls, ID

Description of Services:

Task 04 – Miscellaneous Additional Services

1. Design, specifications, and coordination for PA system head end equipment upgrade and replacement. The original contract only included addition of speakers to the existing PA system.
2. Design for additional security access control on doors leading to secure areas. The original contract included reuse of existing back scramble touch pads at highest use access points and used key locking door hardware at other access control doorways. The original contract included the conduit (pathway) to add security at more doorways in the future, but did not include the security hardware. The expanded scope includes modifying the door hardware in coordination with the new access control hardware. The modified doors changed from key locking to electric strike and back scramble touch pad access control. The design was reviewed by Airport staff and TSA to confirm compliance with potential future Security Identification Display Area (SIDA) access control requirements.
3. Design for video surveillance cameras in the terminal expansion and remodel area including integration with the existing Hirsch security system software. The design also includes digital video storage upgrades. The original design did not include video surveillance cameras or video storage.
4. Design services required to coordinate with the Twin Falls fire marshal to identify and provide Alternate Design methods that will mitigate existing aircraft apron design issues related to NFPA 415. Alternate Design methods include: the addition of a dry pipe sprinkler system to spray water on the south wall windows of the hold room and the addition of a standpipe and hose reel in the new building addition.
5. Design the concrete ramp and sidewalk upgrade on the north side of the building. The design includes demolition of existing concrete sidewalk, relocation of the fence line and security gate, new sidewalk and ramp with concrete retaining wall and handrail, new asphalt paving to tie in grading, rework of some storm drain lines and modification of the canopy support column/foundation connections.
6. Design modifications to provide additional floor and wall tile outside the restrooms in hold room. Design includes modifications to floor finish plan, finish schedule and interior elevation drawings.
7. Design for the expansion of the Skywest office area. Skywest made a request to expand their new office space mid-way through the Construction Documents which required modifications to the Floor Plans, Ceiling Plans, Interior Elevations, Door Schedules, Finish Schedules, HVAC Plan, Power Plan, Lighting Plan and Communications Plans.

Magic Valley Regional Airport
Terminal Building Modification Project
Twin Falls, ID
Project No. 14051.000 Task 4
February 26, 2015

8. Detailed coordination with the Twin Falls City IT department to confirm and design upgrades for the main Comm room on the mezzanine level in support of Twin Falls City back-up server equipment and radios that is planned to be designed and installed in the future. The design includes locations for the City's server racks and open floor space and wall space for the City's equipment and dedicated HVAC equipment to control the Comm room temperature within the allowable range.
9. Design for Aircraft parking ground power receptacles on aircraft apron. The design includes a steel bollard/pedestal with power panel and receptacles at three locations within the modified pavement area. Locations were coordinated with Skywest for flexible aircraft parking arrangement. More power pedestals could be added in the future to cover more of the apron parking area.
10. Design of ATO #3 as temporary public conference room. Design includes carpet floor finish, painted gypsum board walls and rubber base, lay-in ceiling tile, lighting, power, and HVAC.
11. Assist the Airport with preparing Idaho Power Incentive Pre-Application #14-093 and the final application

The terms and conditions of the original contract dated March 14, 2014 shall apply to the services provided in this Task Order Authorization. This Authorization shall be considered an addendum to the original contract with the Architect/Engineer.

**Compensation shall be on a Fixed Fee basis of \$28,500.00
plus Reimbursable Expenses**

This Task Order Authorization constitutes your acceptance and authorization for the Architect and/or Engineer to proceed with the services described above.

Approved for CLIENT
Twin Falls County Commission

By: _____
Terry Kramer, Chairman
Date: _____

City of Twin Falls

By: _____
Don Hall, Mayor
Date: _____

Approved for ARCHITECT
CSHQA, a professional association

By: _____
Craig A. Slocum, Secretary/Treasurer
Date: February 26, 2015

Attest

By: _____
Date: _____

We appreciate this opportunity and look forward to continue working with you on this project. Please contact this office if you have any questions.

Sincerely,

CSHQA


Martin A. Hahle, AIA

TASK ORDER AUTHORIZATION

Date: March 13, 2015

Task Order No. 05

Client: City of Twin Falls

Project Number: 14051.000

Address: Joslin Field – Magic Valley Regional Airport
Twin Falls, ID 83301

Project Name: Magic Valley Regional Airport
Terminal Building Modification Project
Twin Falls, ID

Description of Services:

Task 5 – FAA Contract Provisions

The following Provisions shall be incorporated into the Technical Service Agreement and implemented to the level appropriate to the Standard of Care within the Architectural and Engineering Industry at the time of the Agreement and the location of the Project. If any Provision stated below is in conflict with the original Agreement then the FAA Contract Provision stated below shall take precedence. For the purposes of interpretation, CSHQA is not a construction contractor and does not provide construction contractor services. CSHQA agrees to include the mandatory language in the bidding documents as is required by the Magic Valley Regional Airport.

The following list summarizes the contract provisions and to what types of contracts the provisions apply. See the attached Exhibit A for a detailed description of the required provisions.

- A. Access to Records and Reports
- B. Buy American Preferences
- C. Civil Rights – General
- D. Civil Rights - Title VI
- E. Disadvantaged Business Enterprises
- F. Federal Fair Labor Standards Act (Minimum Wage)
- G. Lobbying and Influencing Federal Employees
- H. Occupational Safety and Health Act
- I. Rights to Inventions
- J. Trade Restriction Clause
- K. Termination of Contract
- L. Debarment and Suspension
- M. Breach of Contract
- N. Clean Air and Water Pollution Controls
- O. Contract Work Hours and Safety Standards

The terms and conditions of the original contract dated March 14, 2014 shall apply to the services provided in this Task Order Authorization. This Authorization shall be considered an addendum to the original contract with the Architect/Engineer.

Magic Valley Regional Airport
Terminal Building Modification Project
Twin Falls, ID
Project No. 14051.000 Task 5
March 13, 2015

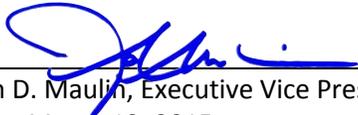
**Architect reserves the right for additional fees
related to implementing the FAA Contract Provisions if we determined that it is necessary and with
prior communication between Client and Architect**

This Task Order Authorization constitutes your acceptance and authorization for the Architect and/or Engineer to proceed with the services described above.

Approved for CLIENT
Twin Falls County Commission

Approved for ARCHITECT
CSHQA, a professional association

By: _____
Terry Kramer, Chairman
Date: _____

By:  _____
John D. Maulin, Executive Vice President
Date: March 13, 2015

City of Twin Falls

Attest

By: _____
Don Hall, Mayor
Date: _____

By: _____
Date: _____

We appreciate this opportunity and look forward to continue working with you on this project. Please contact this office if you have any questions.

Sincerely,

CSHQA, a professional association


Martin A. Hahle, AIA



**FAA
Airports**

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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1. REQUIRED CONTRACT PROVISIONS.

Federal laws and regulations require that specific contract provisions be included in certain contracts, requests for proposals, or invitations to bid **whether or not** the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

1.1. GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

- 1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

1.2. GENERAL REQUIREMENT FOR REQUESTS FOR BIDS (ADVERTISEMENT) AND NOTICE TO BIDDERS

In general, the sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice. The provisions that can be incorporated by reference in the Request or Notice are:

- 1) Buy American Preference

- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Governmentwide Debarment and Suspension
- 6) Governmentwide Requirements for Drug-free Workplace

1.3. GENERAL REQUIREMENTS FOR ALL CONTRACTS ENTERED INTO BY OBLIGATED SPONSORS.

Where noted, the sponsor must include certain notifications in contracts or solicitations for proposals regardless of funding source.

1.4. FAILURE TO COMPLY WITH PROVISIONS.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment,
- 2) Terminate the contract,
- 3) Seek suspension/debarment, or
- 4) Any other action determined to be appropriate by the sponsor or the FAA.

1.5. REQUIRED CONTRACT PROVISIONS.

The following list summarizes the contract provisions and to what types of contracts the provisions apply:

All Contracts Regardless of Funding Source

- a. Civil Rights – General

Civil Rights – Title VI **All AIP Funded Contracts**

- a. Access to Records and Reports
- b. Affirmative Action Plan
- c. Buy American Preferences
- d. Civil Rights – General
- e. Civil Rights - Title VI
- f. Disadvantaged Business Enterprises
- g. Energy Conservation Requirements
- h. Federal Fair Labor Standards Act (Minimum Wage)
- i. Lobbying and Influencing Federal Employees
- j. Occupational Safety and Health Act
- k. Rights to Inventions

- l. Trade Restriction Clause
- m. Veteran's Preference

Additional Provisions for AIP Funded Contracts that are \$2,000 and greater

- a. Copeland Anti-Kickback
- b. Davis Bacon Requirements

Additional Provisions for AIP Funded Contracts that are \$10,000 and greater

- a. Affirmative Action
- b. Equal Employment Opportunity
- c. Nonsegregated Facilities
- d. Termination of Contract

Additional Provisions for AIP Funded Contracts that are \$25,000 and greater

- a. Debarment and Suspension

Additional Provisions for AIP Funded Contracts that are \$100,000 and greater

- a. Breach of Contract
- b. Clean Air and Water Pollution Controls
- c. Contract Work Hours and Safety Standards

2. ACCESS TO RECORDS AND REPORTS.

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

2.1. APPLICABILITY.

Applies to all AIP-funded projects and must be included in all contracts and subcontracts.

2.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

3. AFFIRMATIVE ACTION REQUIREMENT.

(Reference: 41 CFR part 60-4, Executive Order 11246)

3.1. APPLICABILITY.

Incorporate in all AIP-funded construction contracts and subcontracts that exceed \$10,000. This notice must be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EA and SMSA and their associated minority goals. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors.

3.2. MANDATORY CONTRACT LANGUAGE.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - A. Timetables
 - B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 - C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

3.3. AFFIRMATIVE ACTION PLAN.

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

4. BREACH OF CONTRACT TERMS.

(Reference 2 CFR § 200 Appendix II(A))

4.1. APPLICABILITY.

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

4.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(A). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

5. BUY AMERICAN PREFERENCE.

(Reference: 49 USC § 50101)

5.1. APPLICABILITY.

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.

5.2. REQUIREMENTS.

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- 1) applying the provision is not in the public interest;
- 2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening;
or
- 4) applying this provision would increase the cost of the overall project by more than 25 percent.

5.3. NATIONAL BUY AMERICAN WAIVERS WEBSITE.

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

5.4. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

6. CIVIL RIGHTS - GENERAL.

(Reference: 49 USC § 47123)

6.1. APPLICABILITY.

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

6.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

7. CIVIL RIGHTS – TITLE VI ASSURANCES.

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Title VI Required Clause for Land Interests Transferred from the United States
- 4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
- 5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

7.1. APPLICABILITY.

The sponsor must insert the **Title VI Solicitation Notice** in:

- 1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and
- 2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**, and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

- 1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- 2) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

7.2. MANDATORY CONTRACT LANGUAGE.

7.2.1. Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7.2.2. Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7.2.3. Title VI Clauses for Deeds Transferring United States Property

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the ***(Title of Sponsor)*** will accept title to the lands and maintain the project constructed thereon in accordance with ***(Name of Appropriate Legislative Authority)***, for the ***(Airport Improvement Program or***

other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **(Title of Sponsor)** all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **(Title of Sponsor)** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **(Title of Sponsor)**, its successors and assigns.

The **(Title of Sponsor)**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **(Title of Sponsor)** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

7.2.4. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (**Title of Sponsor**) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (**Title of Sponsor**) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (**Title of Sponsor**) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (**Title of Sponsor**) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7.2.5. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **(Title of Sponsor)** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **(Title of Sponsor)** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **(Title of Sponsor)** will there upon revert to and vest in and become the absolute property of **(Title of Sponsor)** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7.2.6. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

8. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

8.1. APPLICABILITY.

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000. (Note that the 2 CFR 200 will raise this level to \$150,000)

8.2. MANDATORY CONTRACT LANGUAGE.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

9. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

9.1. APPLICABILITY.

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

9.2. MANDATORY CONTRACT LANGUAGE.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

10. COPELAND “ANTI-KICKBACK” ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

10.1. APPLICABILITY.

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

10.2. MANDATORY CONTRACT LANGUAGE.

The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti-Kickback” Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act requirements required to be inserted in solicitations, contracts or subcontracts.

11. DAVIS-BACON REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II(D))

11.1. APPLICABILITY.

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

11.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language is as follows:

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly

payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to

submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

12. DEBARMENT AND SUSPENSION (NON-PROCUREMENT).

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

12.1. APPLICABILITY.

The contract agreement that ultimately results from this solicitation is a “covered transaction” as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

Incorporate in all contracts and subcontracts that exceed \$25,000.

12.2. MANDATORY CONTRACT LANGUAGE.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

13. DISADVANTAGED BUSINESS ENTERPRISE.

(Reference: 49 CFR part 26)

13.1. APPLICABILITY.

The Disadvantaged Business Enterprise requirements found in 49 CFR part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

13.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows. Other than to insert appropriate Sponsor information into the noted spaces, the Sponsor must not modify these contract clauses:

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

14. ENERGY CONSERVATION REQUIREMENTS.

(Reference 2 CFR § 200 Appendix II(H))

14.1. APPLICABILITY.

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H), apply to all AIP-funded construction and equipment projects and must be included in all contracts and subcontracts.

14.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(H):

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

15. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS.

(Reference 41 CFR § 60-1.4, Executive Order 11246)

15.1. APPLICABILITY.

Incorporate contract language and specifications into all construction contracts and subcontracts that exceed \$10,000 and are financed under the AIP program.

15.2. MANDATORY CONTRACT LANGUAGE.

41 CFR § 60-1.4 provides the mandatory contract language, but allows such necessary changes in language to be made to identify properly the parties and their undertakings. 41 CFR § 60-4.3 provides the mandatory specifications.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion

of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management

personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment

opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

16.1. APPLICABILITY.

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

16.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

17.1. APPLICABILITY.

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

17.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. NONSEGREGATED FACILITIES REQUIREMENT.

(Reference: 41 CFR § 60-1.8)

18.1. APPLICABILITY.

Incorporate in all construction contracts and subcontracts that exceed \$10,000. The notices must be placed within the solicitation for proposals. The actual certification must be incorporated in the contract agreement.

18.2. MANDATORY CONTRACT LANGUAGE AND NOTICE.

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities

are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

19.1. APPLICABILITY.

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

19.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

20. RIGHT TO INVENTIONS.

(Reference 2 CFR § 200 Appendix II(F))

20.1. APPLICABILITY.

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

20.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(F).

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

21. TERMINATION OF CONTRACT.

(Reference 2 CFR § 200 Appendix II(B))

21.1. APPLICABILITY.

Incorporate in all contracts and subcontracts that exceed \$10,000.

21.2. MANDATORY CONTRACT LANGUAGE.

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

22. TRADE RESTRICTION

(Reference: 49 CFR part 30)

22.1. APPLICABILITY.

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

22.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language is as follows:

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

23. TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

23.1. APPLICABILITY.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

23.2. MANDATORY CONTRACT LANGUAGE.

By adopting the Applicability Language, the following contract language will meet the intent and requirement for Texting When Driving:

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

24. VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

24.1. APPLICABILITY.

The Veteran's preference clause found in 49 USC § 47112(c) applies to all AIP-funded projects and must be included in all contracts and subcontracts that involve labor

24.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 49 USC § 47112(c) is as follows:

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.



Date: Monday, March 16, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Captain Anthony Barnhart, Twin Falls Police Department

Request:

To present an update on the Police Department's implementation of the Ford Utility Interceptor patrol vehicles.

Time Estimate:

Approximately five (5) minutes are needed to present the update and any additional time needed to answer any questions the Council may have.

Background:

In Fiscal Year 2012, we transitioned from utilizing the Dodge Charger as a marked patrol vehicle to the Ford Utility Interceptor. We currently have nine (9) Fords in operation, with 19 Dodge Chargers remaining. We also have four (4) Fords currently at the City Shop waiting to be up fitted for use, which will take four (4) more Chargers out of the operational rotation. This will increase the number of Fords in the marked patrol vehicle rotation to 13, with 15 Dodge Chargers remaining.

So far, we have seen numerous benefits in making the transition, and we would categorize it as a success. The following are some of the benefits our Officers are seeing with the Ford Interceptor:

- Overall a much better working environment
- More interior room
- Improved winter driving with all-wheel drive
- Better field of view from the windows
- Backup camera
- Safer to transport people to jail – for both the Officer and the individual
- Purpose-built vehicle with room for equipment
- Hands stay on the steering wheel while driving with lights and siren on; officers are able to manipulate both from the steering wheel
- Field Training Officers are better able to fit in the passenger seat
- Officer satisfaction is high with the Ford patrol vehicles

In working with the City Shop, we are also realizing that it is less expensive to maintain the Fords. It currently costs three and a half cents (\$.035) per mile to maintain the Fords. In comparison, it costs nine cents (\$.09) per mile to maintain the last three (3) Dodges we purchased. We have had two (2) warranty repairs on the Fords since we have had them. The repairs each time took less than one (1) working week to complete. This time frame includes diagnosing the issue, ordering the parts, and installation. The City Shop has been very satisfied with the service we are receiving with the warranty work being done by Middlekauff Ford.

Agenda Item for March 16, 2015
From Captain Anthony Barnhart
Page Two

Approval Process:

N/A – This is for discussion only.

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

Purchasing the Ford Utility Interceptors has been an advantage over the Dodge Chargers. These vehicles have given our Police Officers more workspace and have provided a better working environment for them. It has also resulted in lower maintenance costs than those experienced with the Dodge Chargers.

Attachments:

None

AB:aed



Date: Monday, March 16, 2015, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

A public hearing regarding the establishment of a \$25.00 Special Event Application fee. If there is no objection to the proposed \$25.00 fee, it is requested that the Special Event and Parades Ordinances be amended to reflect the new fee and special event/parade requirements.

Time Estimate:

Whereas, the City Council recently approved the updated Special Event Application, the presentation by Staff will take approximately five (5) minutes with additional time needed for public comment.

Background:

On Tuesday, February 17, 2015, the Twin Falls City Council approved the new Special Event Application packet and process. During that meeting, the City Council approved the recommendation for a \$25.00 fee to be attached to all Special Event Applications after public notification is made. This \$25.00 fee is currently in place for parade applications, but not for special event applications. With the new approved application process, parades and special events will be included in the same application. Notice of a Public Hearing was provided by the City of Twin Falls for publication in the Times-News on Thursday, March 5, 2015, and again on Thursday, March 12, 2015.

Approval Process:

For proposed fee increases of five percent (5%) or more, the Council is required to hold a public hearing as prescribed by Idaho Code Section 63-1311A. Fee adjustments require the passage of the updated Special Event Application fee and amended City Ordinances.

Budget Impact:

N/A

Regulatory Impact:

Twin Falls City Ordinance, Title 3, Chapter 6, Special Events, does not currently call for a \$25.00 application fee. If approved, the \$25.00 fee will be included in the updated Special Event Application, which applies to both special events and parades.

Conclusion:

Staff recommends that the City Council approve the Special Event Application fee and amended Twin Falls City Ordinances Chapter 6 of Title 3, Special Events, and Chapter 13 of Title 9, Parades.

Attachments:

1. Special Event/Parade Application
2. Current Special Event Ordinance, Chapter 6 of Title 3
3. Proposed Special Event Ordinance Amendment
4. Current Parades Ordinance, Chapter 13 of Title 9
5. Proposed Parades Ordinance Amendment

Application for Special Event

City of Twin Falls



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INTRODUCTION

The City of Twin Falls recognizes special events as an important part of Twin Falls. Each year, the City of Twin Falls receives many requests from individuals and groups to conduct special events on property owned or controlled by the City of Twin Falls. Over the past few years, there has been an average of over 100 events held in Twin Falls varying in scope, purpose, cost and complexity. These events enhance tourism, provide an economic benefit to businesses, promote cultural diversity and provide affordable entertainment. The City of Twin Falls special event process has been designed to ensure these events are enjoyable and safe.

A special event is defined as a preplanned single gathering, event or series of related consecutive daily gatherings or events of an entertainment, cultural, recreational, educational, political, religious or sporting nature, or of any other nature that:

1. Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
2. Impacts City streets, sidewalks, parks and common areas, or City resources;
3. Unless otherwise permitted to do so, proposes to sell or serve alcohol publicly; or,
4. Intends to broadcast amplified sound or generate unusual noise.

Examples of special events include, by way of illustration and without limitation, these types of events: concerts, dances, assemblages, processions, parades, circuses, fairs, festivals, block parties, community events, mass participation sports (such as marathons and running events, bicycle races or tours, sports tournaments), and/or other organized activity conducted for a common or collective use.

Excluded from this requirement are venues that are permitted to hold such activities according to the property's zoning designation or through an approved Special Use Permit.

Special Event Applications must be received by the Twin Falls Police Department no later than forty-five (45) days prior to the scheduled date of the event and may be submitted as early as one (1) year before the event.

Only one (1) event per day within the City of Twin Falls will be approved. Twin Falls City Code (TFCC) Title 3, Chapter 6, Special Events, and Title 9, Chapter 13, Parades, provide the framework and guidance for issuance of Special Event Permits. The full code can be viewed online under the City of Twin Falls website or at the Twin Falls Police Department. PLEASE NOTE: Due to the varying duration limits of permits (i.e. catering, electrical, building permits, etc.), permits must be approved and submitted two (2) weeks prior to the event.

The City of Twin Falls Special Events Coordination Team consists of employees representing the Twin Falls Police Department, Fire Department, Parks and Recreation Department, Building Department, Planning and Zoning Department, Information Services, and other City entities when needed. The Special Events Coordination Team is designed to ensure that all events comply with City ordinances and is committed to working with event organizers to help them produce a successful and safe event which has minimal impact on the environment, surrounding neighborhoods and businesses. This is achieved through responsible leadership, careful planning and teamwork. The following application is designed to help special event organizers effectively navigate the planning and execution of their event.

You may return the application electronically, by e-mailing it to specialevents@tfid.org. Hard copies can be mailed to the Twin Falls Police Department Special Events Coordination Team, 356 3rd Avenue East, Twin Falls, ID 83301, or dropped off at the Twin Falls Police Department Records Bureau. A non-refundable administrative Special Event Application fee of Twenty-Five Dollars (\$25.00) must be paid in full to the City of Twin Falls prior to submitting the application.

This entire application needs to be completed.

**SPECIAL EVENT LICENSING
Pre-Questionnaire**

Twin Falls Police Department, 356 3rd Avenue East, Twin Falls, Idaho 83301-3027

ATTENDANCE AND PARTICIPANT GOOD FAITH ESTIMATE

The attendance and participant good faith estimate provided by the applicant, promoter, or sponsor shall accompany the Special Event Application. **The applicant shall provide a short written statement explaining the basis upon which the estimate is made.** The statement shall include all the relevant factors known at the time, including, without limitation, past attendance at similar functions having the same and similar performers, both in Twin Falls and comparable communities, the price of admission, and the extent of advertising and promotion contemplated.

Name of Event: _____

Date of Event: _____ Start and Finish Times of Event: _____

Print Name of Organizer: _____

Business Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

Organizer's Mailing Address: _____ City: _____ State: _____ Zip: _____

Good Faith Estimate for this Event: # _____

Under 500 participants Over 500 Participants

Location of Event: _____

Basis Statement for Estimate:

EXTRAORDINARY RESOURCES AGREEMENT

Special event applicants, promoters and sponsors whose special event requires the use of extraordinary City resources as a result of their anticipated attendance or heightened security concerns shall be required to pay for those extraordinary resources, as determined by the City’s department or division designee to the Special Events Coordination Team. Full cost recovery for extraordinary resources shall be required no later than sixty (60) days following the conclusion of the special event. Any extraordinary resources for which there are additional costs shall be solely dedicated to the special event.

Pursuant to TFCC, Title 3, Chapter 6, organizers of events which would otherwise qualify as a special event but expect less than five hundred (500) persons shall, at their choice, be entitled to file a Special Event Application and appear before the Special Events Coordination Team to seek government agency approval.

I wish to present my event to the Team:

- Yes** You must complete the following Special Event Application and pay the applicable fee of Twenty-Five Dollars (\$25.00) before the City of Twin Falls Special Events Coordination Team will begin its review of the request.
- No**

By my signature, I hereby acknowledge my understanding of the aforementioned requirement concerning the payment for extraordinary resources and application fee.

Name of Event Organizer

Signature of Event Organizer

SPECIAL EVENT PERMIT INSTRUCTIONS

The application must be turned in a minimum of forty-five (45) days in advance and no more than one (1) year in advance, unless approved by the City Manager.

All events using a City Park must complete the entire Application for Special Event. Additional permits may be required through the Parks and Recreation Department (see tabs on website).

Depending on the type of event, the City of Twin Falls may require the applicant to fill out permit requests in addition to this Special Event Application. Unless noted otherwise, these additional permits must be returned to the Twin Falls Police Department with the fully completed Application for Special Event.

The Special Events Coordination Team is made up of various City of Twin Falls entities and may involve other groups within the Magic Valley. You may be required to fill out additional agency permits, beyond those listed below, depending on the type, scope, and size of your event.

For each box you check yes, you must fill out the corresponding permit. Failure to fill out the necessary permits may result in the cancellation of your event.

Please check yes or no based on your event.

Yes No

- Alcohol will be sold, served or consumed at your event (Alcohol Permit)
- Your event will generate any type of waste (Trash Plan)
- Fireworks will be displayed (Fire Permit)
- Tents will be used (Fire inspection may be required)
- Any portion of any road will be closed (Citizens' Use Permit)
- You will provide portable toilets (South Central District Health Guidelines)
- Your event will be held in Downtown Twin Falls (Parking Plan)
- Your event requires emergency medical services or first aid stations (Incident Action Plan)
- You will use a City Park or any portion of the City of Twin Falls walking trails for your event (Additional Parks and Recreation Permits)
- Your event will utilize signs, banners, flags, etc. (Sign Permit / Planning and Zoning)
- Building Department and Electrical Permits (Obtained at the Building Department)



APPLICATION FOR SPECIAL EVENT PERMIT

Must be submitted no earlier than one (1) year prior to the event and no later than forty-five (45) days prior to the event. This application is in accordance with the Twin Falls City Code, Title 3, Chapter 6.

FOR INTERNAL USE ONLY
Application Fee: \$25.00 *Fees are subject to change

GENERAL INFORMATION

Event Name:	<input type="checkbox"/> Established Event (3 years or longer)
Event Description and Purpose (Who is this event supposed to attract; what is the purpose of the event; etc. You may attach additional pages if needed):	

Is this a multi-day event? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how many days (dates)?	
Set-up	Date(s):	Time(s):
Event Starts	Date(s):	Time(s):
Event Ends	Date(s):	Time(s):
Dismantle	Date(s):	Time(s):

IF THIS EVENT IS/OR INVOLVES A PARADE OR RUN/WALK, PLEASE ATTACH A ROUTE MAP

Event Category:

<input type="checkbox"/> Athletic/Recreation	<input type="checkbox"/> Concert/Performance	<input type="checkbox"/> Circus	<input type="checkbox"/> Carnival/Fair
<input type="checkbox"/> Dance	<input type="checkbox"/> Exhibits/Misc.	<input type="checkbox"/> Farmer/Outdoor Market	<input type="checkbox"/> Festival/Celebration
<input type="checkbox"/> Museum Special Attraction	<input type="checkbox"/> Parade/Procession	<input type="checkbox"/> Run/Walk/Race	<input type="checkbox"/> Other

If Other, please explain:

Location:	<input type="checkbox"/> Public Property <input type="checkbox"/> Private Property
-----------	--

Location Description (i.e. Twin Falls City Park, Hansen Street between 6th Avenue and 4th Avenue):

Number of volunteers working event:	Number of staff working event:
Number of professional security personnel working event:	

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Chairperson of Host Organization: This is the person who has the overall authority of the Host Organization.

Applicant: This must be the Chairperson or a representative of the Host Organization who has been authorized by the Chairperson to apply on behalf of the organization and plan the event. This person must be available to work closely with the Special Events Coordination Team throughout the permitting process.

Professional Event Organizer: The Chairperson of the Host Organization may contract with a professional event organizer or service provider to represent the sponsoring organization. This person or entity may be authorized to plan the event and work with the City’s Special Events Coordination Team in implementing the plan. The professional event organizer must be available to work closely with the City’s Special Events Coordination Team throughout the planning process. A letter from the Chairperson of the Host Organization authorizing the applicant or professional event organizer to apply for a Special Event Permit on their behalf is required and must be attached to the submitted application.

Other Contacts: If your event has more than one contact, in addition to the applicant, please list their information. Contacts at security organizations, event organizers, commercial fund-raisers, etc., should all be listed in this section.

APPLICATION INFORMATION (See previous page for definitions before completing)

Sponsoring Organization's Name:		
Applicant Name:		Applicant Title:
Organization Address:		Suite/Unit #
City:	State:	Zip:
Phone:	Cell Phone:	
Fax:	E-mail:	
On-site Contact:		Title:
Street Address:		Suite/Unit #
City:	State:	Zip:
Phone:	Cell Phone:	
Fax:	E-mail:	
Emergency Contact:		
Phone:	Cell Phone:	
Fax:	E-mail:	
OTHER CONTACTS		
Media Contact (if different from applicant):		
Phone:	Cell Phone:	E-mail:
Please list any professional event organizer, event service provider, or commercial fund-raiser hired for this project		
Organization Name:		Contact Name:
Street Address:		Suite/Unit #
City:	State:	Zip:
Phone:	Cell Phone:	E-mail:
Organization Name:		Contact Name:
Street Address:		Suite/Unit #
City:	State:	Zip:
Phone:	Cell Phone:	E-mail:
Organization Name:		Contact Name:
Street Address:		Suite/Unit #
City:	State:	Zip:
Phone:	Cell Phone:	E-mail:
Organization Name:		Contact Name:
Street Address:		Suite/Unit #
City:	State:	Zip:
Phone:	Cell Phone:	E-mail:

SITE PLAN/ROUTE MAP

To ensure appropriate review of your event, please submit your site plan. This must be legible. Please see the following “Site Plan/Route Map” checklist for what your site plan should include. Omission of any checklist elements constitutes an incomplete application. In addition, your site plan must be scaled to accurately represent the location of all tents, vendors, etc.

To minimize disruption to businesses and traffic, all parade routes are fixed unless otherwise approved by the Special Events Coordination Team.

For all other events that have a route, such as races, please include a route map.

Your site plan/route map should include:

- An outline of the entire event venue including:
 - Names of streets, parks or areas that are part of the venue
 - The lot lines/property boundaries
 - If the event involves a moving route of any kind, indicate the direction of travel and all street and/or lane closures
 - The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access
- The location of all:
 - Stages/platforms
 - Bleachers and grandstands, tents and all temporary structures
 - Beer gardens/locations where alcohol will be sold or served, booths, cooking areas
 - Trash containers and dumpsters/roll-offs
 - Portable toilets, hand washing facilities, drinking fountains, water stations, fire lanes
 - Other temporary structures
- The location of first aid facilities and ambulances
- Placement of vehicles and/or trailers
- Placement of all vendors and booths
- Space allotted for parking
- Lost child booth location
- A detail or close-up of the food booths and cooking area configuration, including identification of all vendors cooking with flammable gases or barbeque grills
- Generator locations and/or sources of electricity
- Access and exit locations for OUTDOOR events that are fenced and/or locations within tents and tent structures, to include exit widths
- Firework launch location(s)
- Security. Please clearly indicate each area where approved security will be deployed, including but not limited to: entrances and exits to event, beer garden entrances and exits, and placement along barricades and road closures. Please differentiate between volunteer and professional security
- The number of professional security personnel at each street closure

SECURITY PLAN

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through sound preplanning by anticipating problems and concerns related to the event activities and surrounding environment. The size, type, time of day and location of your event, as well as the overall activities, are all areas that need to be analyzed in depth and addressed through your security plan.

Most events require the services of approved security (either paid professionals or the Twin Falls Police Department’s Special Events Sergeant) to help develop an appropriate security plan. The City of Twin Falls Special Events Coordination Team has police officers who will work closely with you to review and analyze the security for your event. They will determine points of concern, anticipate potential problems, and recommend the type and amount of security personnel for your event. The Twin Falls Police Department may be employed for security, and their services will be billed directly to the Host Organization. Police officers may be required depending on the scope of your event.

Special Events Sergeant

Please contact the Twin Falls Police Special Events Sergeant (see Agency Contacts list on page 20 to discuss your security plan and the use of Police at your event.

Security Plan Requirements:

- All road closures must be staffed by security approved by the Twin Falls Police Special Events Sergeant
- All ingress/egress points of an inner perimeter must be staffed by security approved by the Special Events Sergeant
- All beer gardens and identification checkpoints will be staffed by security approved by the Special Events Sergeant
- Volunteer security personnel can be used at non-critical, Police-approved locations only.
- Paid professional security and volunteer security will be in event-appropriate uniforms (such as bright safety orange, red or yellow shirts with “Security” clearly visible)

Requirements may be modified depending on the size, scope, location and time of the event with approval from the Special Events Sergeant.

The Twin Falls Police Department has final approval on the security plan

Lost Child Protocol

- Establish an appropriate lost child protocol for the event
- Establish an easily identifiable, staffed location to report and care for lost children

Have you hired a licensed professional security company to help develop and manage your event’s security plan? If yes, complete the Security Organization contact information below.		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you met with the Special Events Sergeant to determine the necessity and number of Police Officers dedicated to your event?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does your Security Plan include provisions for a lost child booth?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Security Organization:		Private Security License #:	
Street Address:		Suite/Unit #:	
City:		State:	Zip:
Phone:	Fax:	E-mail	

TRASH PLAN

As the event organizer, you are responsible for the waste generated by your participants, spectators, and vendors, as well as the associated costs of disposal. We applaud your efforts to reduce waste, both behind the scenes and from the public. Please indicate the proposed placement of containers on the site.

Please note: All events must submit a Trash Plan. Trash dumpster services are available for a fee by trash services companies.

List what materials from your event will be discarded by vendors and attendees (i.e. cling-wrap, cardboard, flyers, plastic bags, food waste, Styrofoam or paper cups, paper napkins, plastic bottles, aluminum cans, etc.):	
Have you contracted for trash dumpsters? Yes <input type="checkbox"/> No <input type="checkbox"/>	Company contracted with:
What size dumpster(s) (in yards)? Check all that apply: 3 <input type="checkbox"/> 6 <input type="checkbox"/> 8 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 40 <input type="checkbox"/>	
How many dumpsters have you contracted for?	How many staff will be managing trash?
Name of person in charge of trash:	Phone:
E-mail:	

ENTERTAINMENT AND RELATED ACTIVITIES

As an event organizer, you must be certain that all event-related activities comply with Twin Falls City Ordinance 6-2-3, Disorderly Conduct, regarding unreasonable or offensive noise. A Police Officer who determines that the level of noise from your event is offensive to others may require you to lower or discontinue the noise. The Police may order musical entertainment to end if it has the potential to incite dangerous behavior.

Banners, pennants, flags, signs, streamers, inflatable displays and similar devices are also regulated by local ordinances. You may need to submit a sign plan to the Twin Falls City Planning and Zoning Department. The number and location of these items must be included in your site plan and are subject to approval by the Special Events Coordination Team. In certain areas, under certain conditions, these items are prohibited.

Will there be any entertainment at your event? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, please provide the following information or supply an attachment:	
Dance Component:	Live or Recorded Music:
Number of Band(s):	
If amplification is used, you are required to comply with the disturbing the peace ordinance TFCC 6-2-3. Events using a park will be required to fill out an additional application.	
Type of Amplification:	
Amplification start time:	Amplification end time:
Will there be any temporary structures in the proposed event site? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, please provide the following below:	
Number of Stages:	Number of Tents:
	Size(s) of Tents:

Will any tents (including canopies) exceed 400 sq. feet in area?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, a tent inspection may be required through the Twin Falls Fire Department.			
Will an existing occupied or vacant building be used?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, you may need to request an inspection from the City of Twin Falls Building Department.			
Address:			
Does the event involve the use of fireworks, rockets, lasers or other pyrotechnics?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:			
Will inflatables/inflatable structures (i.e. parade balloons, jump houses, etc.) be used for this event?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details, including number, size, launch location and landing location:			
Will signs and/or banners, decorations or special lighting be used as part of the event?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, you may need to complete and submit a sign plan with the Twin Falls Planning and Zoning Department identifying all banners and signs to be used, along with locations and a set-up/removal plan for the signs and banners.			
Will you require an electrical hookup or additional wiring for the event?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, an electrical permit and/or inspection may be required from the City of Twin Falls Building Department. Describe equipment and location:			
Will generators be used?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is additional wiring needed:
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>
	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
Will you require access to water for the event?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:			
Will portable toilets be available to the public?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If multi-day, please indicate when the toilets will be serviced:			
Vendor:		Date(s) toilets will be serviced:	
Total number:			
Delivery date and time:		Removal date and time:	
Will this event be marketed, promoted or advertised in any manner?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain the type of advertising that will be used:			
Will there be live media coverage during this event?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please describe:			
Are you sponsoring or allowing outside promoters/agencies to sponsor events in conjunction with your event?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please attach a list of each event with dates, times and locations.			

INSURANCE AND INDEMNIFICATION

It is the responsibility of the special event organizer(s) to maintain a COMMERCIAL GENERAL LIABILITY insurance policy with coverage of not less than \$500,000.00 combined single limit per occurrence. This insurance policy must include a rider for alcohol if alcohol is sold or provided. Insurance requirements may be increased upon demand by the Twin Falls City Attorney, City of Twin Falls Risk Manager, or other local government or state government entity that has jurisdiction. Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of insurance naming the City of Twin Falls as additional insured and certificate holder must be delivered with this application for all events. The adequacy of all insurance required by these provisions shall be subject to approval by the City of Twin Falls and other appropriate agencies, when applicable. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

The applicant shall indemnify and hold harmless the City of Twin Falls, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys’ fees, arising out of the permitted activity or the conduct of applicant’s operation of the event if such claim: (1) is attributed to personal injury, bodily injury, disease or death, or to injury or destruction of property, including the loss of use therefrom, and (2) is not caused by any negligent act or omission or willful misconduct of the City of Twin Falls or its employees acting within the scope of their employment.

You are required to notify property owners, neighborhood associations and any other impacted parties, in writing, no less than fourteen (14) days prior to the event. The Special Event Permit will not be issued unless this requirement has been successfully completed. Written notice must include as a minimum:

- Date
- Time
- Location
- Other areas of impact other than specific location
- Type of activity
- Road closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

No permanent alterations to the street will be permitted.

The Twin Falls Police Department shall determine the number of Officers needed to appropriately staff street closures and for internal security, the number of emergency medical technicians needed, and the time when such services shall commence and end.

Agreement letters and/or letters of endorsement may be required from all service providers and impacted parties.

SUPPLEMENTAL PERMITS

The following permits may be required of event organizers. Please refer to the checklist on page three (3) to see if any of the following permits will be required for your event. Fill out each permit that you will need for your event and return them with the rest of your completed Special Event Application.

ALCOHOL

Twin Falls Police Standards for Events with Beer/Wine

Event security personnel will ensure all persons consuming alcohol within the event will be identified by a colored wristband. The wristband must be attached to the **right** wrist. The use of the right wrist allows for easy recognition due to consistent placement. A hand stamp **will not** meet this requirement. It is incumbent upon the event organizer to have sufficient quantities of wristbands to meet the demand. Alcohol sales will cease immediately if the supply of wristbands is exhausted. Verification of picture ID prior to issuing a wristband is mandatory. A single entry/exit point is highly recommended for control of alcoholic beverages. All entrances/exits must be staffed by an acceptable level of Twin Falls Police Department-approved security personnel. Event security personnel will assure that all alcohol is consumed within the confines of the beer garden. Each entry/exit will be posted with notice of “No alcohol beyond this point.” Signs will be prominently placed stating the hours of the event and the hours when alcohol will be sold. For fenced events, alcohol may not be brought in or out of the fenced perimeter. These standards may be modified depending on the size, scope, location and time of the event. Modifications can be facilitated and amended by meeting with the Special Events Sergeant.

ALCOHOL BEVERAGE CATERING PERMIT APPLICATION		
License fee: \$20.00 per day		
Does your event involve the sale, consumption or use of alcoholic beverages:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Alcohol Licensee (corporation, partnership or individual listed on the state license):		
Address:		
City:	State:	Zip:
Type of License(s):		
Liquor License #:	Beer License #:	Wine License #
Date(s) permit to be used:	Hours - From:	To:
Location (Name, Address, Rooms):		
Is there a certificate of occupancy for the premise:		Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, what is the occupancy load?		
Name(s) of organization, group or individuals sponsoring event:		
Type of event catering for: Indoor Event <input type="checkbox"/> Outdoor Event <input type="checkbox"/>		Number of Guests:
Contact Person:	Phone:	
Please include a drawing of the service area and all ingress and egress areas. Indicate the location(s) of alcohol service.		

SIGNATURES

The sponsored event will be open to the named organizations(s), group(s), or person(s) and guests for a period of _____ days, not to exceed three (3) consecutive days at a fee of Twenty Dollars (\$20.00) per day. Unless licensee is disqualified, approval of this permit does certify that the licensee is entitled to hold and use this Idaho liquor catering permit at the above-designated premises(s), subject to provisions of Title 23-I.C.

Alcohol Beverage Licensee: _____ Date: _____

City Clerk: _____ Date: _____

Chief of Police (or designee): _____ Date: _____

PERMIT MUST BE DISPLAYED AT EVENT	
NOTICE	OFFICE USE ONLY
<p>If the first proposed catering date is less than fourteen (14) days from the date of application, the following must be signed:</p> <p style="text-align: center;">“Waiver of Procedural Rights”</p> <p>Acknowledging that I have filed an application with the City Clerk less than fourteen (14) days prior to the first proposed catering date, I hereby agree that if this application is not approved, no action or inaction by the Twin Falls City Clerk, Police or Council shall be appealed or contested, but I agree it shall be final and binding on me, my representatives, associates and successors in interest.</p> <p>Signature of Applicant: _____</p> <p>Date: _____</p>	<p>Permit #: _____</p> <p>Date Processed: _____</p> <p>Customer Pick-up Date: _____</p> <p>State License & Signature Verified By: _____</p> <p>Date E-mailed to Police: _____</p> <p>Date Returned from Police: _____</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> With Conditions <input type="checkbox"/> Denied</p> <p>Date E-mailed to Fire: _____</p> <p>Date Returned from Fire: _____</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> With Conditions <input type="checkbox"/> Denied</p>

CITIZEN USE PERMIT (STREET CLOSURES)

Please complete this permit application if any streets will be closed for your event. Any request for a road closure must be submitted on the Citizen Use Permit. The permit must be reviewed and signed by the Twin Falls Police Department’s Special Events Sergeant. In addition, a copy of the approved permit must be forwarded to the Twin Falls Fire Department. The request must be submitted forty-five (45) days prior to the event, along with a site plan clearly indicating all street closures. All parades must follow the attached parade plan and route. Escort/Security Officers are required from the time the event starts until all traffic obstructions have been cleared and spectators have been safely dispersed. All traffic control devices must be collected and removed immediately after the event, unless otherwise approved by the Special Events Coordination Team.

CITIZEN USE PERMIT (STREET CLOSURES) APPLICATION			
I hereby request a Citizen Use Permit for the purpose stated below, within the limits of the City of Twin Falls, Idaho.			
Applicant Name:			
Street Address:			Apartment/Unit #
City:		State:	Zip:
Organization Name:			
Event Name and Type (parade, demonstration, etc.):			
Location (provide map):			
Said Use to Consist of the Approximate Number of Persons:			Number of Vehicles:
Number of Floats:		Number of Unlicensed Vehicles:	
Number of Other:	Description:		
INSURANCE: We hereby agree to return the premises satisfactorily to the City of Twin Falls at our own expense and hold said City, County and State harmless from all damages or expenses caused by, or in connection with, the use of said property or of restoring the same to its original condition.			
A liability policy (attach to application) shall be provided with liability insurance therefore in the amount of \$500,000.00 per person and \$500,00.00 per each accident with the appropriate government entity as a named insured. Insurance requirements may be increased upon demand by the City of Twin Falls Attorney and Risk Manager.			
ESCORT/SECURITY/TRAFFIC SERVICE: The following declaration of intent to furnish escort must be signed by a representative of the licensed escort or security service before the application is returned to the Twin Falls Police Department for the signature of the Chief of Police. I, _____ of (Escort/Security/Traffic Service) _____ have entered into an agreement with above-mentioned applicant for which the application was made. Said function is to occur on (Date/s): _____ (Time/s): _____. Signed by _____ Date _____			
APPLICANT ASSURANCES: I have read and understand the requirements and responsibilities set forth by the permit. Applicant Signature: _____ Date: _____			
FOR INTERNAL USE ONLY			
Chief of Police:			Date:
Twin Falls County Sheriff (if applicable):			Date:
Transportation Manager, TFHD (if applicable):			Date:
District 4, ITD (if applicable):			Date:

PARKING

1. Parking for all patrons, vendors, service providers, and event staff must be identified
2. Use of parking lots and street parking must be identified
3. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas

Vehicles not in compliance with City of Twin Falls Ordinances and Idaho State Codes may be towed.

For Events in Downtown Twin Falls

Public parking is a priority for downtown businesses and it is important that the organizers of the event provide as much access as possible to public parking, including access to parking for event participants. This includes a plan to accommodate property owners' access to and from their property.

PARKING PLAN		
Please explain in the space below how parking will be provided during your event:		
Applicant Name:		
Organization Name:		
Address:		
City:	State:	Zip:
Phone:	Cell Phone:	
Fax:	E-mail:	
Location of Use:		
Length of Time:		

USE OF TWIN FALLS CITY PARKS

Contact the City of Twin Falls Parks and Recreation for regulations.

SIGN AND BANNER PERMITS

Sign and Banner Permits may be required by the Twin Falls Planning and Zoning Department, pursuant to City Code 10-09-03. Please include documentation showing these permits have been obtained and approved.

BUILDING DEPARTMENT PERMITS

Building Department Permits may be required for your event from the Twin Falls Building Department. Please include documentation showing these permits have been obtained and approved.

ELECTRICAL PERMITS

Use of electricity supplied by the City of Twin Falls may require an electrical permit from the Twin Falls Building Department. Please include documentation showing these permits have been obtained and approved.

PLEASE NOTE: Due to the varying duration limits of permits (i.e. catering, electrical, building permits, etc.), permits must be approved and submitted two (2) weeks prior to the event.

AFFIDAVIT OF APPLICATION

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Twin Falls Ordinance. I understand that this application is made subject to the rules and regulations established by the City Council and/or the Mayor or the Mayor’s designee. I agree to comply with all other requirements of the City, County, State, Federal Government and any that a possessory interest subject to property taxation is created by virtue of this permit. I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Special Event to the City of Twin Falls.

Applicant Name:	Title:
Host Organization:	
Applicant Signature:	Date:
Professional Event Organizer:	Title:
Organization/Agency Name:	
Signature:	Date:

FINAL CHECKLIST

Thank you for completing the Special Event Application. Please review your application carefully before submitting it.

Have you ...

- Signed and dated your application and required permits, including supplemental and Park permits?
- Attached your Site Plan and/or Route Map clearly indicating all of the required components?
- Attached your Security Plan?
- Attached your Incident Action Plan (as may be required by the Incident Management Team)?
- Filled out all supplemental permits required by the City for your event?
 - Alcohol will be sold, served, etc., at your event (Alcohol Permit)
 - Your event will require City Parking and/or an event-provided shuttle will transport event-goers to and from a separate location (Parking Plan)
 - Your event will require the use of electricity (City Electrical Inspection Permit)
 - Your event will generate any type of waste (Trash Permit)
 - Fireworks will be used (Fire Permit/Inspection)
 - Tents will be used (Inspection may be required)

- Any portion of any road will be closed (Citizen Use Permit)
- You will provide portable toilets (South Central Public Health District Guidelines)
- Your event will be held in Downtown Twin Falls (Parking Plan)
- Your event requires emergency medical services or first aid stations (SLMVRMC Agreement)
- Your event will use a City Park or City Park Property [walking trails, etc.] (Parks Permit)
 - Amplified Sound Application for Community Event
 - Beer/Wine Sales Application for Community Event
 - Short-Term Concessions Application for Community Event
 - Utility Vehicle and Policy Application for Community Event
 - Vehicle Turf/Overnight Parking Permit Application for Community Event
- Completed Citizen Use Permit (Street Closures)
- Filled out all county, state and federal permits required for your event?
- Provided all necessary Certificates of Insurance?
- Lost child booth location

AGENCY CONTACTS

NEED HELP? PLEASE GIVE ONE OF US A CALL.

Special Events Sergeant: 735-7363 (Office) or 735-4357 (City Information Center)
Parks Department: 736-2265
Planning and Zoning Department: 735-7267
Building Department: 735-7238
Fire Department: 735-7236
Information Services (Technical): 735-7281
South Central Public Health District: 737-5900
Trash Removal: Local Yellow Pages or Online

Chapter 6 SPECIAL EVENTS

3-6-1: FINDINGS AND INTENT:

3-6-2: DEFINITIONS:

3-6-3: SPECIAL EVENT PERMIT REQUIRED:

3-6-4: PERMIT APPLICATION; FEES; INSURANCE AND INDEMNIFICATION:

3-6-5: ISSUANCE OF PERMIT; EXTRAORDINARY RESOURCES; CONDITIONS OF APPROVAL; GROUNDS FOR DENIAL:

3-6-6: REVOCATION OR SUSPENSION OF PERMIT:

3-6-7: PROHIBITIONS AND PENALTIES:

3-6-8: ATTENDANCE AND PARTICIPANT GOOD FAITH ESTIMATE:

3-6-1: FINDINGS AND INTENT:

- (A) The Twin Falls city council finds that special events which are offered to the general public or a substantial segment of the public often attract large gatherings of people which may cause adverse public health and safety conditions requiring municipal regulation to ensure adequate protection of public health and safety.
- (B) It is the intent of the Twin Falls city council that this chapter be enacted to protect and promote the health, welfare and safety of the citizens of and visitors to the city of Twin Falls and to regulate special events for the benefit and protection of the public health and safety. Special event applicants, promoters and sponsors whose special events require the use of extraordinary city resources as a result of their anticipated attendance or heightened security concerns should pay for those extraordinary resources. It is the further intent of the Twin Falls city council that this chapter be construed liberally in favor of protecting and promoting the health, welfare and safety of the citizens of, and visitors to the city of Twin Falls. (Ord. 2986, 6-21-2010)

3-6-2: DEFINITIONS:

As used in this chapter:

APPLICANT, PROMOTER OR SPONSOR: The person making application for a permit to plan and operate a special event within the city of Twin Falls. As used herein, the applicant, promoter and sponsor may be used interchangeably and the requirements of this chapter and any administrative regulations shall be enforced against the applicant, promoter and sponsor.

EXTRAORDINARY RESOURCES: Government, public health and safety personnel, equipment or other resources which would not, in the absence of the special event, be required or expended.

INSURANCE: A general liability policy and, if necessary, an automobile liability policy for each permitted event in the amount designated within this chapter written by an insurer authorized by the state of Idaho to write insurance policies and kept continuously in force for the full term of the permit.

LICENSING OFFICER: The chief of police or his/her designee.

PARK: Any and all lands, buildings, reserves, sports complexes, swimming pools, golf courses, trails and other special places that are publicly owned, operated or maintained.

PERMITTEE: A person having a city permit in full force and effect issued hereunder to plan and operate a special event within the city of Twin Falls.

PERSON: Any person, firm, partnership, association, corporation, company or any organization of any kind.

PROJECTED ATTENDEES AND PARTICIPANTS: The estimated number of persons who will attend or participate, are reasonably likely to attend or participate, or are expected to attend or participate in a special event. The number estimate should consider the type and format of the special event, the size and location of the event, any prior events which were similar, including the special event history itself if it is an annual event or part of a series of gatherings or events, and the entertainment, if any, planned.

SIDEWALK: Any area or way set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved.

SPECIAL EVENT: A preplanned single gathering, event or series of related consecutive daily gatherings or events of an entertainment, cultural, recreational, educational, political, religious or sporting nature, or of any other nature that:

(A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;

(B) Impacts city streets, sidewalks, parks and common areas, or city resources;

(C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or

(D) Intends to broadcast amplified sound or generate unusual noise.

Examples of special events include, by way of illustration and without limitation, these types of events: concerts, dances, assemblages, processions, parades, circuses, fairs, festivals, block parties, community events, mass participation sports (such as, marathons and running events, bicycle races or tours, sports tournaments), other organized activity conducted for a common or collective use.

Excluded from this requirement are venues that are permitted to hold such activities by the property's zoning or through an approved special use permit.

STREET: Any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder parkway, right of way, or median strip thereof. (Ord. 2986, 6-21-2010)

3-6-3: SPECIAL EVENT PERMIT REQUIRED:

(A) No person shall stage, promote, or conduct any special event in the city without first obtaining a special event permit from the chief of police or his/her designee. With the exception of events at which alcohol is served or sold publicly and events intending to generate amplified sound or excessive noise, no special event permit under this chapter will be required for events to be attended by fewer than five hundred (500) people.

(B) The requirements for permitting under this chapter shall not apply to:

1. Funeral processions;
2. Spontaneous events for the purpose of expressive activity that occur in response to breaking or emerging news;
3. Lawful picketing on sidewalks; and
4. Venues that are permitted to hold such activities by the property's zoning or through an approved special use permit.

In determining whether an event is exempt, no consideration shall be given to the content of any constitutionally protected expression connected with the planned activity. No permit shall be required under this chapter, nor any condition imposed on any permit, if requiring a permit or imposing the condition would violate rights protected by the constitution of the United States or by the constitution of the state of Idaho. (Ord. 2986, 6-21-2010)

3-6-4: PERMIT APPLICATION; FEES; INSURANCE AND INDEMNIFICATION:

- (A) All applicants for a special event permit shall submit an application for a special event permit to the chief of police or his/her designee no later than forty five (45) days and no earlier than one year prior to the date of commencement of the special event.
- (B) The application for a special event permit shall contain and require information as determined by the chief of police or his/her designee.
- (C) Separate application is required for licenses and permits related to, or necessary for the special event, including licenses or permits to sell alcoholic beverages in parks or on streets or sidewalks, as required by Idaho law and this code.
- (D) Any event that includes the sale and/or service of alcoholic beverages on public property or public right of way shall require the use of ID bracelets identifying the legal drinking age of anyone purchasing alcoholic beverages, a designated sales area and security approved by the chief of police or his/her designee. Alcohol service and consumption is absolutely prohibited in all city parks during the operating hours of an event except that which is sold, served and consumed in an area specifically designated for such activity.
- (E) All applicants shall submit, with the application, and maintain, at least until the conclusion of the special event, a comprehensive general liability insurance policy in the amount of five hundred thousand dollars (\$500,000.00) with the city of Twin Falls or Twin Falls County highway district (or both, depending upon the location of the special event) named as a certificate holder, and written by a company authorized to write insurance policies within the state of Idaho, and filed with the chief of police or his/her designee. Applicants must also execute indemnification and hold harmless provisions contained within the application. (Ord. 2986, 6-21-2010)

**3-6-5: ISSUANCE OF PERMIT; EXTRAORDINARY RESOURCES;
CONDITIONS OF APPROVAL; GROUNDS FOR DENIAL:**

- (A) Upon submission of the application and items required by this chapter, the chief of police or his/her designee shall review the application for completeness. Chief of police or his/her designee may approve, approve with standard or special conditions, or deny a permit. If additional information is needed by the chief of police or his/her designee, the applicant shall have five (5) business days to submit to the chief of police or his/her designee all requested information.
- (B) Special event applicants, promoters and sponsors whose special events require the use of extraordinary city resources as a result of their anticipated attendance or heightened security concerns shall be required to pay for those extraordinary resources, as determined by the chief of police or his/her designee. Full cost recovery for extraordinary resources shall be required no later than sixty (60) days following the conclusion of the event. Any extraordinary resources for which there are additional costs shall be solely dedicated to the special event.
- (C) The chief of police or his/her designee shall seek the advice of other relevant city staff members when the review and coordination of a specific special event application is deemed necessary. The applicant may be required, when notified by the chief of police or his/her designee, to attend the meeting and participate in the review of the permit application.
- (D) An application for a permit may be denied if the chief of police or his/her designee determines:
1. The applicant has made any false, material representation in the application;
 2. The applicant fails to provide any of the items or information required by this chapter;
 3. In the opinion of the chief of police or his/her designee, the proposed event fails to provide a safe and secure venue or puts at risk the safety and well being of citizens in the community, or if applicant fails to gain required licenses, permits, or permissions from the fire chief, parks and recreation director and chief of police or his/her designee;
 4. The special event will substantially interfere or conflict with any other special event for which a permit has already been granted or activity already scheduled for a park or with the provision of public safety or other city services in support of such other previously scheduled event;
 5. The special event will:
 - (a) Substantially interrupt the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of the special event;
 - (b) Cause irresolvable conflict with construction or development in public rights of way or at the park or public facility where the special event is held;
 - (c) Close streets during peak commuter hours on weekdays between seven o'clock (7:00) A.M. to nine o'clock (9:00) A.M. or between four o'clock (4:00) P.M. to six o'clock (6:00) P.M. so as to cause unsafe conditions for the public;
 - (d) As a result of the expected attendance at the event, the lawful capacity of the facility will be exceeded; and

- (e) The parking available at the facility will be inadequate to accommodate the expected attendance at the event; or
 - (f) The event coordinator, applicant, promoter, or sponsor failed to pay for a previously permitted event.
- (E) If a permit is denied, or if the permit is approved on conditions with which the applicant contests, the chief of police or his/her designee shall provide the applicant with the written decision to deny or approve with conditions within ten (10) business days. The applicant, within ten (10) business days after denial or approval with conditions, may appeal the decision to the city council for a final review based upon the documents and circumstances presented. The applicant's appeal will be scheduled for consideration by the city council at a regular meeting within fifteen (15) business days. (Ord. 2986, 6-21-2010)

3-6-6: REVOCATION OR SUSPENSION OF PERMIT:

The chief of police or his/her designee may summarily suspend or revoke a permit issued under this chapter for violation of any provision of this chapter, for violation by the applicant of any federal, state or local laws or ordinances during the special event, for a violation of the conditions of the permit or for making any material false representation in an application for a permit or for an exemption certificate. In deciding whether to suspend or revoke a permit, the chief of police or his/her designee may consult with other relevant members of the city staff. In the event of a suspension or revocation, the appeal provisions above shall apply, commencing upon the date of the suspension or revocation notice. (Ord. 2986, 6-21-2010)

3-6-7: PROHIBITIONS AND PENALTIES:

At all special events, it shall be unlawful for any person to:

- (A) Conduct, present, stage or promote a special event without a permit;
- (B) Violate any provision of this chapter;
- (C) Serve or cause to be served alcohol in violation of Idaho Code; and
- (D) Violate any condition of a special events permit;

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding one thousand dollars (\$1,000.00) or be imprisoned in the Twin Falls County jail for a period not exceeding one year, or be both so fined and imprisoned.

When a large party or gathering otherwise not requiring a special events permit occurs at a premises and a police officer at the scene determines that there is a threat to the public peace, health, safety or general welfare, the person in charge of the premises and the person responsible for the event, or if either of those persons is a minor, then the parents or guardians of that minor, will be held jointly and severally liable for the cost of providing police personnel on special security assignment over and above the services normally provided by the department. If police department personnel respond to a second disturbance call to the same premises within twenty four (24) hours, the person or persons in charge of the premises and the persons responsible for the event, or if either of those persons is a minor, then the parents or guardians of said minors shall be jointly and severally liable for a civil penalty in the amount of five hundred

dollars (\$500.00) for said incident. The city reserves its legal options to elect any other legal remedies when such costs or damages exceed five hundred dollars (\$500.00). The accounting and billing procedures are set forth above. (Ord. 2986, 6-21-2010)

3-6-8: ATTENDANCE AND PARTICIPANT GOOD FAITH ESTIMATE:

The attendance and participant good faith estimate provided by the applicant, promoter, or sponsor shall accompany the special event application. The applicant shall provide a short written statement explaining the basis upon which the estimate is made. The statement shall include all the relevant factors known at the time, including, without limitation, past attendance at similar functions having the same and similar performers, both in Twin Falls and comparable communities, the price of admission and the extent of advertising and promotion contemplated. (Ord. 2986, 6-21-2010)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING DEFINITIONS, ESTABLISHING APPLICATION FEE, AND ESTABLISHING CONDITIONS FOR ACCEPTANCE OR DENIAL OF APPLICATION, CHAPTER 6 OF TITLE 3 OF THE TWIN FALLS CITY CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Section 1: That Twin Falls City Code 3-6-2 providing for Definitions to be amended as by the addition of a definition for “Parade” as follows:

“3-6-2: DEFINITIONS: ...

PARADE: Any parade, march, ceremony, show, exhibition, pageant, walk-a-thon or procession of any kind consisting of persons, animals or vehicles, or a combination thereof, or any similar display, in or upon any street, park or other public place in the City.”

Section 2: That Twin Falls City Code 3-6-4 providing for Permit Application, Fees, Insurance and Indemnification be amended as follows:

“3-6-4: PERMIT APPLICATION; FEES; INSURANCE AND INDEMNIFICATION: ...

(A) All applicants for a special event permit shall submit an application for a special event permit to the chief of police or his/her designee no later than forty-five (45) days and no earlier than one (1) year prior to the date of commencement of the special event.

(B) The application for a special event permit shall contain and require information as determined by the chief of police or his/her designee.

(C) Separate application is required for licenses and permits related to, or necessary for the special event, including licenses or permits to sell alcoholic beverages in parks or on streets or sidewalks, as required by Idaho law and this code.

(D) Any event that includes the sale and/or service of alcoholic beverages on public property or public right of way shall require the use of ID bracelets identifying the legal drinking age of anyone purchasing alcoholic beverages, a designated sales area and security approved by the chief of police or his/her designee. Alcohol service and consumption is absolutely prohibited in all city parks during the operating hours of an event except that which is sold, served and consumed in an area specifically designated for such activity.

(E) All applicants shall submit, with the application, and maintain, at least until the conclusion of the special event, a comprehensive general liability insurance policy in the

amount of five hundred thousand dollars (\$500,000.00) with the City of Twin Falls or Twin Falls County highway district (or both, depending upon the location of the special event) named as a certificate holder, and written by a company authorized to write insurance policies within the State of Idaho, and filed with the chief of police or his/her designee. Applicants must also execute indemnification and hold harmless provisions contained within the application.

(F) A twenty-five dollar (\$25.00) administrative application fee will be required upon submitting each Special Event Application.

(G) All applications must be completed in their entirety.”

Section 3: That Twin Falls City Code 3-6-5 providing for Issuance of Permit/ Extraordinary Resources; Conditions of Approval; Grounds for Denial be amended as follows:

“3-6-5: ISSUANCE OF PERMIT; EXTRAORDINARY RESOURCES; CONDITIONS OF APPROVAL; GROUNDS FOR DENIAL: ...

(D) An application for a permit may be denied if the chief of police or his/her designee determines: ...

5. The special event will: ...

(g) The application packet is incomplete.”

PASSED BY THE CITY COUNCIL,

2015.

SIGNED BY THE MAYOR

, 2015.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Chapter 13 PARADES

9-13-1: SHORT TITLE:

9-13-2: DEFINITIONS:

9-13-3: PERMIT REQUIRED:

9-13-4: APPLICATION:

9-13-5: STANDARDS FOR ISSUANCE:

9-13-6: NOTICE OF REJECTION:

9-13-7: REVOCATION:

9-13-8: APPEAL PROCEDURE:

9-13-9: ALTERNATIVE PERMIT:

9-13-10: NOTICE TO CITY AND OTHER OFFICIALS:

9-13-11: CONTENTS OF PERMIT:

9-13-12: DUTIES OF PERMITTEE:

9-13-13: PUBLIC CONDUCT DURING PARADES:

9-13-14: PENALTIES:

9-13-1: SHORT TITLE:

This Ordinance shall be known and may be cited as the "Parade Ordinance of the City of Twin Falls, Idaho".

9-13-2: DEFINITIONS:

CHIEF OF POLICE: The Chief of Police (also known as the Director of Public Safety) of the City of Twin Falls.

CITY: The City of Twin Falls, Idaho.

PARADE: Any parade, march, ceremony, show, exhibition, pageant, walk-a-thon or procession of any kind consisting of persons, animals or vehicles, or a combination thereof, or any similar display, in or upon any street, park or other public place in the City.

PARADEPERMIT: A permit as required by this Chapter.

PERSON: Any person, firm, partnership, association, corporation, company or organization of any kind.

9-13-3: PERMIT REQUIRED:

(A) No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the Chief of Police.

(B) Exceptions: This Chapter shall not apply to:

1. Funeral processions;

2. Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities;
3. A governmental agency acting within the scope of its functions.

9-13-4: APPLICATION:

A person seeking issuance of a parade permit shall file an application with the Chief of Police on forms provided by such officer.

(A) Filing Period: An application for a parade permit shall be filed with the Chief of Police not less than twenty (20) days nor more than forty five (45) days before the date on which it is proposed to conduct the parade.

(B) Contents: The application for a parade permit shall set forth the following information:

1. The name, address and telephone number of the person seeking to conduct such parade;
2. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and the authorized and responsible heads of such organization;
3. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;
4. The date when the parade is to be conducted;
5. The route to be traveled, the starting point and the termination point;
6. The approximate number of persons who, and animals and vehicles which, will constitute such parade; the type of animals, and description of the vehicles;
7. The hours when such parade will start and terminate;
8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
9. The location by streets of any assembly areas for such parade;
10. The time at which units of the parade will begin to assemble at any such assembly area or areas;
11. The interval of space to be maintained between units of such parade;
12. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the Chief of Police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf;
13. Any additional information which the Chief of Police shall find reasonably necessary to a fair determination as to whether a permit shall issue.

- (C) Late Applications: The Chief of Police where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than twenty (20) days but not less than forty eight (48) hours before the date of such parade is proposed to be conducted.
- (D) Fee: There shall be paid at the time of filing the application for a Special Event Permit for the parade a fee of twenty five dollars (\$25.00).

9-13-5: STANDARDS FOR ISSUANCE:

The Chief of Police shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

- (A) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
- (B) The conduct of the parade will not require the diversion of so great a number of police officers of the City to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the City;
- (C) The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the City other than that to be occupied by the proposed line of march and areas contiguous thereto;
- (D) The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;
- (E) The conduct of such parade will not interfere with the movement of firefighting equipment enroute to a fire;
- (F) The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance;
- (G) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable/delays en route;
- (H) The parade is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit.
- (I) The parade is not for an unlawful purpose;
- (J) The parade will not incite a breach of the peace.

9-13-6: NOTICE OF REJECTION:

The Chief of Police shall act upon the application for a parade permit within five (5) days after the filing thereof. If the Chief of Police disapproves the application, he shall mail to the applicant within seven (7) days after the date upon which the application was filed, a notice of his action, stating the reasons for his denial of the permit.

9-13-7: REVOCATION:

Any permit for a parade issued hereunder may be summarily revoked by the Chief of Police at any time when, by reason of disaster, public calamity or other emergency, or notification by the Street Superintendent or other department supervisor to the Chief of Police that the route to be taken is under construction or unavailable, or a violation or misrepresentation of the standards of issuance as herein set forth, the Chief of Police determines that the safety of persons or property demands such revocation. Notice of such revocation shall be given by the Chief of Police to the permit holder within five (5) days of such revocation.

9-13-8: APPEAL PROCEDURE:

Any person aggrieved shall have the right to appeal the denial of a parade permit to the City Council. The appeal shall be taken within five (5) days after notice. The City Council shall act upon the appeal within fifteen (15) days after its receipt.

9-13-9: ALTERNATIVE PERMIT:

The Chief of Police, in denying an application for a parade permit, shall be empowered to authorize the conduct of the parade on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five (5) days after notice of the action of the Chief of Police, file a written notice of acceptance with the Chief of Police. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this Chapter.

9-13-10: NOTICE TO CITY AND OTHER OFFICIALS:

Immediately upon the issuance of a parade permit, the Chief of Police shall send a copy thereof to the following:

- (A) The Street Department Superintendent;
- (B) The Fire Division Commander.

9-13-11: CONTENTS OF PERMIT:

Each parade permit shall state the following information:

- (A) Starting time;
- (B) Minimum speed;
- (C) Maximum speed;
- (D) Maximum interval of space to be maintained between the units of the parade;
- (E) The portions of the streets to be traversed that may be occupied by the parade;
- (F) The maximum length of the parade in miles or fractions thereof;

- (G) Such other information as the Chief of Police shall find necessary to the enforcement of this Chapter.

9-13-12: DUTIES OF PERMITTEE:

- (A) Compliance With Regulations: A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- (B) Possession of Permit: The parade chairman or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.

9-13-13: PUBLIC CONDUCT DURING PARADES:

- (A) Interference: It shall be unlawful for any person to interfere, block, obstruct or impede, or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade.
1. No person (except participants of the parade) shall walk, run, or ride a bicycle, skateboard or similar device between participants, vehicles or animals in a parade.
 2. No person shall drop, throw or roll any object toward, among or between participants, vehicles or animals in a parade, which object could cause injury or damage to a person, animal or vehicle struck by such object.
 3. No person shall throw, squirt, dump or drop any liquid or gaseous substance on, toward, among or between participants, vehicles or animals in a parade.
 4. No person shall grab at, take hold of, hit, pull or push any participant, vehicle or animal in a parade or anything in the possession of any participant in a parade.
 5. No person shall vend or offer for sale any food or merchandise from the street, curb to curb, of a parade route during the hours the parade route is closed to normal motor traffic unless the person desiring to vend or sell such merchandise has obtained the written permission of the person holding the permit for the parade.
- (B) Driving Through Parades: No driver of a vehicle shall drive between the vehicles, persons, or animals comprising a parade when such vehicles, persons, or animals are in motion and the facts and circumstances indicate that such vehicles, persons or animals are part of a parade.
- (C) Parking on Parade Route: The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along any street or part thereof constituting a part of the route of a parade. The Chief of Police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street un-posted in violation of this Chapter.

9-13-14: PENALTIES:

Violation of any of the terms or conditions of the parade permit by any person is a misdemeanor. (Ord. 2199, 4-20-87)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING REQUIREMENTS FOR FILING A PARADE PERMIT APPLICATION; ESTABLISHING APPLICATION FEE; REPEAL OF DENIAL AND/OR REVOCATION OF PERMIT, APPEAL PROCEDURE, AND ALTERNATIVE PERMIT PROCEDURES; AND PROVIDING PENALTY FOR FAILURE TO COMPLY WITH REGULATIONS, CHAPTER 13 OF TITLE 9 OF THE TWIN FALLS CITY CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Section 1: That Twin Falls City Code 9-13-4 providing for application requirements for issuance of a parade permit be amended as follows:

“9-13-4: APPLICATION:

A person seeking issuance of a parade permit shall file ~~an~~ the application with the Chief of Police on forms provided by such officer.

(A) Filing Period: An application for a parade permit shall be filed with the Chief of Police not less than ~~twenty (20)~~ forty-five (45) days nor more than ~~forty five (45) days~~ one (1) year before the date on which it is proposed to conduct the parade.

(B) Contents: The application for a parade permit shall set forth the following information:

1. The name, address and telephone number of the person seeking to conduct such parade;
2. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and the authorized and responsible heads of such organization;
3. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;
4. The date when the parade is to be conducted;
5. The route to be traveled, the starting point and the termination point;
6. The approximate number of persons who, and animals and vehicles which, will constitute such parade; the type of animals, and description of the vehicles;
7. The hours when such parade will start and terminate;
8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
9. The location by streets of any assembly areas for such parade;
10. The time at which units of the parade will begin to assemble at any such assembly area or areas;
11. The interval of space to be maintained between units of such parade;

12. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the Chief of Police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf;

13. Any additional information which the Chief of Police shall find reasonably necessary to a fair determination as to whether a permit shall issue.

~~(C) Late Applications: The Chief of Police where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than twenty (20) days but not less than forty eight (48) hours before the date of such parade is proposed to be conducted.~~

~~(D) (C) Fee: There shall be paid at the time of filing the application for a Special Event Permit for the parade a fee of twenty-five dollars (\$25.00)."~~

Section 2: That Twin Falls City Code 9-13-6 providing for denial of parade permit is amended as follows:

“9-13-6: NOTICE OF REJECTION:

~~The Chief of Police shall act upon the application for a parade permit within five (5) days after the filing thereof. If the Chief of Police disapproves the application, he shall mail to the applicant within seven (7) days after the date upon which the application was filed, a notice of his action, stating the reasons for his denial of the permit.~~

If a permit is denied, or if the permit is approved on conditions with which the applicant contests, the chief of police or his/her designee shall provide the applicant with the written decision to deny or approve with conditions within ten (10) business days. The applicant, within ten (10) business days after denial or approval with conditions, may appeal the decision to the city council for a final review based upon the documents and circumstances presented. The applicant's appeal will be scheduled for consideration by the city council at a regular meeting within fifteen (15) business days.”

Section 3: That Twin Falls City Code 9-13-7 providing for revocation of a parade permit is amended as follows:

“9-13-7: REVOCATION:

~~Any permit for a parade issued hereunder may be summarily revoked by the Chief of Police at any time when, by reason of disaster, public calamity or other emergency, or notification by the Street Superintendent or other department supervisor to the Chief of Police that the route to be taken is under construction or unavailable, or a violation or misrepresentation of the standards of issuance as herein set forth, the Chief of Police determines that the safety of persons or property demands such revocation. Notice of such revocation shall be given by the Chief of Police to the permit holder within five (5) days of such revocation.~~

The chief of police or his/her designee may summarily suspend or revoke a permit issued under this chapter for violation of any provision of this chapter, for violation by the

applicant of any federal, state or local laws or ordinances during the special event, for a violation of the conditions of the permit or for making any material false representation in an application for a permit or for an exemption certificate. In deciding whether to suspend or revoke a permit, the chief of police or his/her designee may consult with other relevant members of the city staff. In the event of a suspension or revocation, the appeal provisions above shall apply, commencing upon the date of the suspension or revocation notice.”

Section 4: That Twin Falls City Code 9-13-8 is repealed.

Section 5: That Twin Falls City Code 9-13-9 is repealed:

Section 6: That Twin Falls City Code 9-13-12 be amended to provide participant’s removal for failure to comply with parade regulations:

“9-13-12: DUTIES OF PERMITTEE:

(A) Compliance with Regulations: A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

1. Parade participants will be provided notice stating no candy, liquids or other items will be thrown from floats to the spectators. Violations will be cause to remove the participant from the parade.

(B) Possession of Permit: The parade chairman or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.”

PASSED BY THE CITY COUNCIL, _____, 2015.

SIGNED BY THE MAYOR _____, 2015.

MAYOR

ATTEST:

DEPUTY CITY CLERK