

**CITY OF IDAHO FALLS, IDAHO**  
**COUNCIL MEETING AGENDA**  
**REGULAR MEETING**

**Thursday, June 12, 2014**

**7:30 p.m.**

**COUNCIL CHAMBERS**  
**680 PARK AVENUE**

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*The Mayor, City Council, and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided following the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding if and when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so as provided in Item Number 3. Please note that City of Idaho Falls Council Meetings are live streamed at [www.idahofallsidaho.gov](http://www.idahofallsidaho.gov) and archived. Thank you for your interest in City Government.*

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1. **Call to Order and Roll Call.**
2. **Pledge of Allegiance.**
3. **Public Comment and Mayor's Response Time (Limit 15 Minutes):** *For members of the Public to speak to the Council regarding matters NOT on the Agenda, not currently pending before the Planning Commission or Board of Adjustment; not the subject of a pending enforcement action; and not relative to a City personnel matter. Please state your name and address for the record and please limit remarks to three (3) minutes. Mayor and/or staff will respond to comments from previous meeting.*
4. **CONSENT AGENDA:** Any item will be removed from the Consent Agenda at the request of any member of the Council and that item will be considered separately later. Approval by roll call vote:
  - a. Item from the Mayor:
    1. Appointment of Kenneth B. McOmber to serve as the City Treasurer.
  - b. Items from the City Clerk:
    1. Approval of Minutes from the May 12, 2014 Special Council Meeting, the May 16, 2014 Special Council Meeting, the May 19, 2014 Council Work Session, the May 21, 2014 Special Council Meeting, the May 22, 2014 Special Council Meeting, the May 22, 2014 Regular Council Meeting, and the June 2, 2014 Cities-County Meeting.
    2. Approval of License Applications, including BEER LICENSES to BV Coffeehouse, LLC. and Sunnyside Travel Plaza (Transfer Only), all carrying the required approvals.
    3. Approval of the Monthly Expenditure Summary for the month of May, 2014.
    4. Approval of Monthly Treasurer's Report for the month of May, 2014.

5. Approval of Monthly Reports from various Division and Department Heads.
6. Request for Council ratification for the publication of legal notices calling for public hearings on June 12, 2014.

ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

5. **REGULAR AGENDA:**

A. **Municipal Services Division:**

1. **Purchase of IT Equipment - Servers:** Municipal Services Division and Idaho Falls Power respectfully request authorization to purchase the servers from Compunet, Inc. in the lump sum amount of \$52,832.48 from the State of Idaho Bid No. PADD1070 and the WSCA Contract No. AR-233.

ACTION: To give authorization for the Municipal Services Division and Idaho Falls Power to purchase servers from Compunet, Inc. in the amount of \$52,832.48 from the State of Idaho Bid No. PADD1070 and the WSCA Contract No. AR-233 (or take other action deemed appropriate).

B. **Police Division:**

1. **Ordinance Amendment to Allow for Retail Sales of Beer and Wine on Thanksgiving Day:** The Police Division is requesting that City Code Sections 4-3-14 and 4-4-13 be amended to consider proposed changes allowing for retail sales of beer and wine on Thanksgiving Day. The current Ordinance allows for sale of beer and wine by the drink on Thanksgiving Day, but not the sale at retail establishments for consumption off the premises.

ACTION: To approve the Ordinance under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

C. **Airport Division:**

1. **Airport Terminal Expansion Project - Change Order No. 5:** This is Change Order No. 5 for the Idaho Falls Regional Airport Terminal Expansion Project. This Change Order is due to work items needed that were not addressed in the original contract and increases the project cost by \$13,087.21, for a revised contract total of \$2,402,254.97. The Federal Aviation Administration (FAA) has reviewed and approved this Change Order as eligible for reimbursement at 93.75%.

ACTION: To approve Change Order No. 5 in the amount of \$13,087.21 to Barry Hayes Construction, LLC. For the Idaho Falls Regional Airport Terminal Expansion Project and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

2. **Work Order No. 3 with T-O Engineers – Airport Lease Review and Rates/Charges Analysis Project:** This is Work Order No. 3 between the City of Idaho Falls and T-O Engineers for the Airport Lease Review and Rates/Charges Analysis Project. The project will include an analysis of current Airport commercial and non-commercial leases and rates and charges, a comparison to peer airports, and evaluation for compliance with Federal Aviation Administration Regulations and Grant Assurances. The City Attorney has reviewed said document.

ACTION: To approve Work Order No. 3 with T-O Engineers for the Airport Lease Review and Rates/Charges Analysis Project in the amount of \$22,100.00 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

3. **Transportation Security Administration (TSA) Lease Agreement – Airport Terminal Office Space:** This is a Lease Agreement between the City of Idaho Falls and the General Services Administration (GSA), acting on behalf of the Transportation Security Administration (TSA) for Airport Terminal Space. The City Attorney has reviewed said Lease Agreement.

ACTION: To approve the Lease Agreement between the City of Idaho Falls and the General Services Administration (GSA), acting on behalf of the Transportation Security Administration (TSA), for Airport Terminal Space and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

4. **Federal Aviation Administration (FAA) Airport Improvement Program Grant Application (AIP 039) – Airport South Quadrant Hangar Infrastructure Project:** This is a Federal Aviation Administration (FAA) Airport Improvement Program Grant Application (AIP 039) for the Design and Construction of the Airport South Quadrant Hangar Infrastructure Project. The application is for a total project cost of \$1,800,000.00 of which 93.75% will be funded by FAA and the remaining 6.25% funded by Airport budgeted resources. It is anticipated the FAA will issue a grant offer in late June 2014 which will be brought to the City Council for acceptance.

ACTION: To approve the Federal Aviation Administration (FAA) Airport Improvement Program Grant Application (AIP 039) for the Design and Construction of the Airport South Quadrant Hangar Infrastructure Project, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

D. **Public Works Division:**

1. **Tabulation and Award of Bid for Alley Sewer Pipe Bursting Between 7<sup>th</sup> Street and 8<sup>th</sup> Street from Holmes Avenue to Tiger Avenue:** On May 20, 2014, bids were received and opened for Alley Sewer Pipe Bursting between 7<sup>th</sup> Street and 8<sup>th</sup> Street, from Holmes Avenue to Tiger Avenue Project. Public Works Division recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., in an amount of \$230,404.00 and, authorization for the Mayor and City Clerk to sign contract documents.

ACTION: To approve the plans and specifications for the Alley Sewer Pipe Bursting Between 7<sup>th</sup> Street and 8<sup>th</sup> Street from Holmes Avenue to Tiger Avenue; to accept the lowest responsive, responsible bid provided by TMC Contractors, Inc. in the amount of \$230,404.00; and, give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

**2. Tabulation and Award of Bid for Sewer Replacements - 2014**

**Project:** On May 20, 2014, bids were received and opened for Sewer Replacements - 2014 Project. Public Works Division recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc. in the amount of \$60,694.00 and, authorization for the Mayor and City Clerk to sign contract documents.

**ACTION:** To approve the plans and specifications for the Sewer Replacements - 2014 Project; to accept the lowest responsive, responsible bid provided by TMC Contractors, Inc. in the amount of \$60,694.00; and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

**3. Tabulation and Award of Bid for ADA Improvements on Yellowstone**

**Avenue and Holmes Avenue:** On June 3, 2014, bids were received and opened for ADA Improvements on Yellowstone Avenue and Holmes Avenue Project. Public Works Division recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Richardson Concrete, Inc., in an amount of \$77,945.00 and, authorization for the Mayor and City Clerk to sign contract documents.

**ACTION:** To approve the plans and specifications for the ADA Improvements on Yellowstone Avenue and Holmes Avenue; to accept the lowest responsive, responsible bid provided by Richardson Concrete, Inc. in the amount of \$77,945.00; and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

**4. Change Order No. 1 to TMC Contractors, Inc. for Pavement**

**Equipment Rental - 2013 Project:** This is a Change Order to the Pavement Equipment Rental - 2013 Project. The Change Order provides additional compensation to the contractor to pay use tax for plantmix pavement bought and delivered to the paver by the City of Idaho Falls Street Department. The Idaho State Tax Commission has deemed that a 6% tax needs to be assessed for this material supplied by the City. The contractor was unaware that a use tax would be assessed and did not include this cost within the original bid. The total cost of this Change Order is \$9,413.96. This Change Order has been reviewed by the City Attorney. The Public Works Division recommends approval of this Change Order, and authorization for the Mayor and City Clerk to execute the necessary documents.

**ACTION:** To approve Change Order No. 1 to TMC Contractors, Inc. for the Pavement Equipment Rental - 2013 Project in the amount of \$9,413.96, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**5. Professional Services Supplemental Agreement with Six Mile**

**Engineering - Pancheri Drive, Bellin Road to Skyline Drive Project:** This is a Supplemental Agreement with Six Mile Engineering for the Pancheri Drive, Bellin Road to Skyline Drive Project. The Supplemental Agreement is for changes to the scope of work for the project, including adding traffic signal interconnect and modifications to the plans and specifications to accommodate the overall project budget. The total not-to-exceed compensation for this Supplemental Agreement is \$13,200.00. The City will be responsible for 7.34% of this amount. This Agreement has been reviewed by the City Attorney. Public Works Division recommends approval of this Professional Services Supplemental Agreement and authorization for the Mayor and City Clerk to sign the necessary documents.



**ACTION:** To approve the Professional Services Supplemental Agreement with Six Mile Engineering for the Pancheri Drive, Bellin Road to Skyline Drive Project for a total not-to-exceed compensation amount of \$13,200.00, of which the City is responsible for 7.34% of that amount; and, give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

**E. Idaho Falls Power Division:**

**1. Amend Contract with Battelle Energy Alliance for De-Energization Work at Buildings in Idaho Falls:** On December 9, 2013, the City Council approved an Agreement with Battelle Energy Alliance (BEA) for Idaho Falls Power staff to isolate, de-energize, and re-energize high voltage components on BEA facilities in Idaho Falls. This support work is necessary to enable BEA to complete work internal to their electric system. Idaho Falls Power staff is qualified to do this work and it is consistent with work that staff frequently completes on our system. Attached is the proposed Amendment to the contract. The City Attorney has reviewed the Contract.

**ACTION:** To approve the Amendment to the Contract with Battelle Energy Alliance for De-Energization Work at Buildings in Idaho Falls, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

**F. Planning and Building Division:**

**1. Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards – Avalon Village Addition, Division No. 1:** This is an application for a Final Plat, Development Agreement, and the Reasoned Statement of Relevant Criteria and Standards for Avalon Village Addition, Division No. 1. The Planning Commission considered this request at its May 6, 2014 Meeting and recommended approval with the condition that the landscaping adjacent to Holmes Avenue be developed at the same time as the other infrastructure in the development. Staff concurs with this recommendation.

**ACTION:** The following recommendations in sequential order (or take other action deemed appropriate):

- a. To approve the Development Agreement for Avalon Village Addition, Division No. 1, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat entitled Avalon Village Addition, Division No. 1, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for Avalon Village Addition, Division No. 1, and give authorization for the Mayor to execute the necessary documents.

**6. Public Hearing – Community Development Block Grant (CDBG) 2013 Consolidated Annual Performance and Evaluation Report (CAPER):** As part of the CDBG reporting requirements, the City of Idaho Falls must annually conduct a public hearing to consider the Consolidated Annual Performance and Evaluation Report (CAPER), followed by a 15-day public comment period. The public comment period will begin on

June 12, 2014 and conclude on June 27, 2014. After considering all comments, a Resolution to approve the CAPER will be considered by the Mayor and Council on July 10, 2014.

**ACTION:** Following the public hearing to receive public comments, nothing further is required at this time.

**7. Public Hearing – Planned Unit Development for a Medical Office – Lot 9, Block 13, St. Clair Estates Addition, Division No. 13, 3<sup>rd</sup> Amended; Reasoned Statement of Relevant Criteria and Standards:** This is an Application and Reasoned Statement of Relevant Criteria and Standards for a Planned Unit Development for a Medical Office Building located on Lot 9, Block 13, St. Clair Estates Addition, Division No. 13, 3<sup>rd</sup> Amended. The Planning Commission considered this application at its May 6, 2014 Meeting and recommended approval. Staff concurs with this recommendation.

**ACTION:** The following recommendations in sequential order (or take other action deemed appropriate):

a. To approve the Planned Unit Development for a Medical Office Building to be located on Lot 9, Block 13, St. Clair Estates Addition, Division No. 13, 3<sup>rd</sup> Amended.

b. To approve the Reasoned Statement of Relevant Criteria and Standards for the Planned Unit Development for a Medical Office Building to be located on Lot 9, Block 13, St. Clair Estates Addition, Division No. 13, 3<sup>rd</sup> Amended; and, give authorization for the Mayor to execute the necessary documents.

**8. Public Hearing – Application to Amend the Comprehensive Plan Future Land Use Map from Higher Density Residential to Commercial for Approximately 37 Acres South of Pancheri Drive, East of Skyline Drive and West of Interstate 15:** This is an Application and Reasoned Statement of Relevant Criteria and Standards to amend the Comprehensive Plan Future Land Use Map from Higher Density Residential to Commercial for approximately 37 acres of the area south of Pancheri Drive, east of Skyline Drive, and west of Interstate 15. The Planning Commission considered this request at its May 6, 2014 Meeting and recommended approval by a 5-1 vote.

**ACTION:** The following recommendations in sequential order (or take other action deemed appropriate):

a. To amend the Comprehensive Plan Future Land Use Map from Higher Density Residential to Commercial for approximately 37 acres of the area south of Pancheri Drive, east of Skyline Drive and west of Interstate 15.

b. To approve the Statement of Relevant Criteria and Standards for the Amendment to the Comprehensive Plan Future Land Use Map from Higher Density Residential to Commercial for approximately 37 acres south of Pancheri Drive, east of Skyline Drive, and west of Interstate 15, and give authorization for the Mayor to execute the necessary documents.

9. **Public Hearing – Annexation with Initial Zoning of HC-1 (Highway Commercial), Final Plat, Rezoning from C-1 to HC-1, Annexation Agreement, and Reasoned Statement of Relevant Criteria and Standards – Freeway Commercial Center, Division No. 3:** This is an Application for Annexation with Initial Zoning of HC-1 (Highway Commercial), Final Plat, Rezoning from C-1 to HC-1, Annexation Agreement, and Reasoned Statement of Relevant Criteria and Standards for Freeway Commercial Center, Division No. 3. The Planning Commission considered this request at its May 6, 2014 Meeting and recommended approval with the condition that landscaping along Pancheri Drive be 30 feet in width.

**ACTION:** The following recommendations in sequential order (or take other action deemed appropriate):

- a. (Annexation Agreement) To approve the Annexation Agreement for Freeway Commercial Center, Division No. 3 with the condition that landscaping along Pancheri Drive be 30 feet in width, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. (Annexation Ordinance) To approve the Ordinance annexing Freeway Commercial Center, Division No. 3 under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).
- c. (Initial Comprehensive Plan Designation and Zoning Ordinance) To approve the Ordinance assigning a Comprehensive Plan Designation of Highway Commercial and establishing the initial zoning for Freeway Commercial Center, Division No. 3 as HC-1 (Highway Commercial); and the Rezoning from C-1 to HC-1, Lots 5-6, Block 1, Freeway Commercial Center, Division No. 1 and Lot 7, Block 1, Freeway Commercial Center, Division No. 2, under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance), that the Comprehensive Plan be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, zoning, rezoning, and amendment to the Comprehensive Plan on the Comprehensive Plan and Zoning Maps located in the Planning Office.
- d. (Reasoned Statement of Relevant Criteria and Standards) To approve the Reasoned Statement of Relevant Criteria and Standards for the initial zoning for Freeway Commercial Center, Division No. 3 as HC-1 and the rezoning from C-1 to HC-1 of Lots 5-6, Block 1, Freeway Commercial Center, Division No. 1 and Lot 7, Block 1, Freeway Commercial Center, Division No. 2, and give authorization for the Mayor to execute the necessary documents.
- e. (Final Plat) To accept the Final Plat for Freeway Commercial Center, Division No. 3 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- f. (Reasoned Statement of Relevant Criteria and Standards) To approve the Reasoned Statement of Relevant Criteria and Standards for Freeway Commercial Center, Division No. 3 and give authorization for the Mayor to execute the necessary documents.

**10. Application and Reasoned Statement of Relevant Criteria and Standards for Rezoning from R-3 to R-3A, Lot 24, Block 11, Gustafson Park Addition, Division No. 3, 2<sup>nd</sup> Amended:** This is an Application and Reasoned Statement of Relevant Criteria and Standards for Rezoning from R-3 to R-3A on Lot 24, Block 11, Gustafson Park Addition, Division No. 3, 2<sup>nd</sup> Amended. The Planning Commission considered this application at its May 6, 2014 Meeting and recommended denial on a 5-1 vote.

**ACTION:** The following recommendations in sequential order (or take other action deemed appropriate):

- a. To deny the rezoning request from R-3 to R-3A on Lot 24, Block 11, Gustafson Park Addition, Division No. 3, 2<sup>nd</sup> Amended.
- b. To approve the Reasoned Statement of Relevant Criteria and Standards for the denial of the rezoning request from R-3 to R-3A on Lot 24, Block 11, Gustafson Park Addition, Division No. 3, 2<sup>nd</sup> Amended, and give authorization for the Mayor to execute the necessary documents.

**Motion to Adjourn.**

*If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Rosemarie Anderson at Telephone Number 612-8414 or the ADA Coordinator Lisa Farris at Telephone Number 612-8323 as soon as possible and they will make every effort to adequately meet your needs.*

# **CONSENT AGENDA:**

# CITY OF IDAHO FALLS

Office of the Mayor  
City Hall  
P.O. Box 50220  
Idaho Falls, ID 83405



*Rebecca L. Noah Casper*  
*Mayor*

June 11, 2014

Councilmember Michael Lehto  
Councilmember Thomas Hally  
Councilmember Sharon D. Parry  
Councilmember Barbara Ehardt  
Councilmember Ed Marohn  
Councilmember Dee Whittier

Dear Councilmembers:

Attached please find the resume for Kenneth B. McOmber. He is the finalist applicant for the City Treasurer Position left vacant by the appointment of Mr. Rockwood to the Division Director Position. Mr. McOmber was selected by a careful process, as follows:

1. Approximately 60 applications were received.
2. All applications were reviewed and scored by Human Resources staff. Twenty of the top applications were submitted to the selection committee for review.
3. The selection committee consisted of Municipal Services Division Director Rockwood, Municipal Services administrator Chandra Witt, and Council Member Ed Marohn. They reviewed the applications.
4. The top five applicants were interviewed in person.
5. I reviewed two applicants based on the committee's recommendation.
6. A determination was made to extend the offer to Mr. McOmber for employment and to appoint him to the position of City Treasurer.


City Treasurer Position

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It is my hope that that the council will ratify Mr. McOmber's appointment at the Regular Council Meeting on Thursday evening, June 12, 2014. I am requesting your confirming vote for his appointment at that time.

If you have any questions or comments, please feel free to contact me.

Respectfully,

  
Rebecca L. Noah Gasper  
Mayor, City of Idaho Falls

Attachment: As Stated

# Kenneth B. McOmber

370 N Eight Mile Cir. Idaho Falls, ID 83401

Phone: (208) 709-0306

## Education

*Bachelor of Science*, Business Management-Finance, BYU-Idaho

2007

## Employment

*Project Controls Engineer*, Idaho Treatment Group, LLC

2012-Current

- Report progress to the Department of Energy
- Control progress of the project
- Manage resource availability and allocation
- Coordinate with various departments and agencies

*Accountant*, Idaho Treatment Group, LLC

2009-2012

- Manage entire timesheet system and policy
- Prepare and submit numerous tax forms
- Calculate journal entries and monthly closing entries
- Assist with payroll as backup administrator

*Credit Manager*, Wells Fargo Financial

2008-2009

- Managed the funding and closing of loans
- Calculated rates and terms on mortgage and consolidation loans
- Scheduled appointments with clients
- Presented financial plan to clients and underwriters

*Sales/Installation*, GK's Incorporated

2005-2008

- Sold and ordered various window systems
- Managed the scope of remodel projects
- Achieved sales and production goals set by management
- Maintained company resources





Post

Candidate Application

[Back to Referred List](#)Referred : [Go](#)

Application 28 of 32

[« Previous Applicant](#) | [Next Applicant »](#)[Print View](#)

## 2014-0128 - City Treasurer

**Contact Information -- Person ID: 8036578**

Name: Kenneth McOmber Address: 370 N Eight Mile Circle  
Idaho Falls, Idaho 83401 US

Home Phone: (208) 709-0306 Alternate Phone:

Email: mcomberkenny@gmail.com Former Last Name:

Month and Day of Birth: 03/22

**Personal Information**

Driver's License: Yes, Idaho, XA153258D, Class A CDL

Can you, after employment, submit proof of your legal right to work in the United States? Yes

What is your highest level of education? Bachelor's Degree

**Preferences**

Preferred Salary:

Are you willing to relocate? Yes

Types of positions you will accept: Regular

Types of work you will accept: Full Time

Types of shifts you will accept: Day, Evening, Night, Rotating, Weekends, On Call (as needed)

**Objective**

My objective is to continue my career in finance while raising my family in the great city of Idaho Falls.

**Education**

College: Did you graduate: Yes

BYU - Idaho College Major/Minor: Business Management/Finance

byuidaho.edu Units Completed: 148 Semester

10/2001 - 5/2007 Degree Received: Bachelor's

Rexburg, Idaho

**Work Experience**

**Project Controls Engineer**

1/2009 - Present

Hours worked per week: 45

Monthly Salary: \$0.00

# of Employees Supervised: 0

Idaho Treatment Group, LLC

amwtp.inl.gov

850 Energy Drive

Idaho Falls, Idaho 83401

(208) 557-6316

Name of Supervisor: Gwenna Hill - Project Controls Manager

May we contact this employer? Yes

**Duties**

My main responsibilities consist of controlling the progress of our 456 million dollar project by ensuring resource availability and allocating the same, coordinating with various departments and external agencies, and reporting.

**Reason for Leaving**

Still employed there

**Certificates and Licenses****Skills**

Office Skills

Typing: 32

Data Entry: 0

**Other Skills**

Microsoft Office Suite Expert - 13 years and 0 months

COBRA Expert - 2 years and 0 months

Technical Writing/Reading Skilled - 16 years and 0

months

Communication Expert - 14 years and 0 months

**Additional Information****References**

Personal

**Elliott, Rodney**

(208) 520-3187

Personal

**Powell, Russell**

(208) 351-5581

Personal

**Lee, Craig**

(208) 589-7040

Professional

**Munns, Garth**

(208) 705-0412

Personal

**Smith, David**

(208) 524-2280

Personal

**McMillan, Elliot**

(208) 390-8309

Professional

**Skinner, Hal**

(208) 589-7272

Professional

**Christensen, Gary**

(208) 529-2136

**Resume****Text Resume****Attachments**

Attachment	File Name	File Type	Action
Kenny_resume.doc	<u>Kenny_resume.doc</u>	Resume	

**Agency-Wide Questions**

1. Q: Have you previously worked for the City of Idaho Falls?

A: No

2. Q: Have you ever been convicted of, or entered a plea of guilty, no contest, or had a withheld judgment to a Felony?

A: No

3. Q: If you have been convicted of, or entered a plea of guilty, no contest, or had a withheld judgment to a Felony, please explain.

A:

4. Q: Are you related by blood or marriage to any person now employed by the City?

A: No

5. Q: If you are related by blood or marriage to any person now employed by the City, provide name of related City employee, employing department (if known), and relationship to you.

A:

6. Q: Have you ever been dismissed or asked to resign from a position?

A: Yes

7. Q: If you have been dismissed or asked to resign from a position, please explain.

A: When I worked at Wells Fargo Financial I was told to do a loan that I felt was unethical. I was given the

When I needed a large amount of money to start a business, I was given the options to do the loan, or be dismissed. I chose to be dismissed. Two years later the company was fined \$85 million by the SEC for unethical lending and is no longer in business.

8. Q: Per Idaho Code, Title 65, Chapter 5, the City will afford a preference to employment of veterans. In the event of equal qualifications and experience between candidates for an available position, a veteran who qualifies will be given preference. Please complete the information below; if veteran's preference is claimed, you must attach a copy of your Certificate of Release or Discharge from Active Duty, DD-214, member 4 copy, to this application. For definitions of terms, such as "veteran" and "active duty", refer to Idaho Code § 65-502, 5 U.S.C. § 2108 and 38 U.S.C. § 101.

A: I am not eligible or am not claiming veteran's preference.

9. Q: Have you ever been employed by the City of Idaho Falls using "Veteran's Preference" pursuant to Idaho Code § 65-503 or its successor?

A: No

#### Supplemental Questions

1. Q: Which best describes your level of education?

A: Bachelor's Degree

2. Q: What best describes your work experience with financial management and investments? Make sure your work experience is documented in the Work History section of the application.

A: I have 7-8 years experience.

3. Q: Are you a Certified City Treasurer?

A: No

4. Q: This position requires that you are bondable. Are you bondable?

A: Yes

5. Q: Do you have a thorough knowledge of State Laws and City Ordinances governing operations and practices of a City Treasurer's Office?

A: No

6. Q: If you have a thorough knowledge of State Laws and City Ordinances governing operations and practices of a City Treasurer's Office, please briefly explain how you obtained this knowledge.

A:

« [Previous Applicant](#) | [Next Applicant](#) »

Referred :

[Company Information](#) | [Privacy Policy](#) | [Legal Terms](#)

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City of Idaho Falls  
Expenditure Summary  
From 5/01/2014 To 5/31/2014

Fund	Total Expenditure
General Fund	1,043,949.79
Street Fund	34,428.39
Recreation Fund	37,675.76
Library Fund	96,463.21
MERF Fund	402,246.48
EL Public Purpose Fund	22,783.13
Golf Fund	137,981.86
Self-Insurance Fund	64,871.65
Municipal Capital Imp F	91,310.44
Street Capital Imp Fund	1,043,071.92
Bridge & Arterial St Fund	54,033.96
Airport Fund	721,439.33
Water & Sewer Fund	969,158.77
Sanitation Fund	6,511.28
Ambulance Fund	32,299.18
Electric Light Fund	3,854,144.14
Payroll Liability Fund	2,582,119.07
	11,194,488.36

May 2014

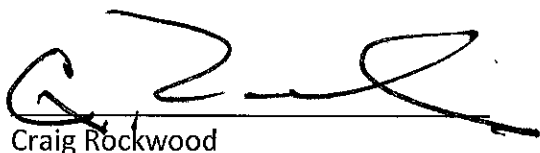
Dear Mayor and City Council Members.

Attached please find the City of Idaho Falls, Idaho, Monthly Treasurer's Report for the above referenced month, as required by Idaho Code Section 50-208.

This Report was filed in the City Clerk's office on or before the (10<sup>th</sup>) day from the end of the month of the Report.

OATH

I, Craig Rockwood, the City of Idaho Falls Treasurer, do hereby affirm that this City of Idaho Falls, Idaho, Monthly Treasurer's Report is true and accurate to the best of my knowledge and that it shows the state of the City treasury as of the date of this Report and the balance of money in the City treasury, all as required by Idaho Code Section 50-208.

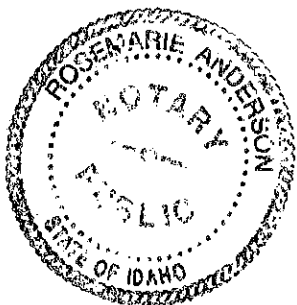
  
Craig Rockwood

June 4, 2014  
Date Signed

ACKNOWLEDGMENT

STATE OF IDAHO                     )  
  ) ss.  
County of Bonneville            )

On this 4th day of June, 2014, before me, the undersigned, a Notary Public for Idaho, personally appeared CRAIG ROCKWOOD known to me to be the Treasurer of the City of Idaho Falls, the municipal corporation that executed the foregoing document and acknowledged to that such city executed the same.



Rosemarie Anderson  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My commission expires: 02-16-2018

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT  
 CRAIG ROCKWOOD TREASURER  
 May, 2014

FUND	BEGINNING CASH	BEGINNING BALANCE	TOTAL RECEIPTS	MATURED INVESTMTS	JOURNAL DEBIT	TOTAL EXPENSES	NEW INVESTS	JOURNAL CREDITS	CASH ON HAND	INVESTED FUNDS	ENDING BALANCE
GENERAL	4,200,875.34	17,205,875.34	1,155,213.95	4,500,000.00	1,334,688.07	3,795,981.39	1,500,000.00	319,918.39	5,574,877.58	10,005,000.00	15,579,877.58
HEALTH & ACCIDENT INSUR.	148,611.30	2,472,573.43				0.00	0.00		148,611.30	2,323,962.13	2,472,573.43
STREET	(445,493.38)	(445,493.38)	59.25	0.00		157,245.48	0.00	50,650.45	(653,330.06)	0.00	(653,330.06)
RECREATION	80,931.87	380,931.87	141,837.18	100,000.00		101,369.14	100,000.00	15,097.86	106,302.05	300,000.00	406,302.05
LIBRARY	76,872.44	1,076,872.44	63,402.66	400,000.00		219,580.44	100,000.00	12,430.78	208,263.88	700,000.00	908,263.88
AIRPORT PFC FUND	43,914.93	43,914.93	63,748.18	0.00		0.00	0.00		107,663.11	0.00	107,663.11
MUNICIPAL EQUIP. REPLCMT.	3,469,328.75	14,327,482.79	6,242.13	2,676,048.87	274,305.66	402,246.48	898,180.00		5,125,488.83	9,080,265.17	14,205,764.00
EL. LT. WEATHERIZATION FD	507,054.67	1,507,054.67	27,726.25	400,000.00		22,783.13	100,000.00		811,997.79	700,000.00	1,511,997.79
BUSINESS IMPRV. DISTRICT	81,127.50	81,127.50	0.00	0.00		0.00	0.00		81,127.50	0.00	81,127.50
EL. LT. RATE STABILIZATION FD	2,261,023.51	19,894,856.38	15,139.67	3,096,260.00		0.00	2,305,323.33		3,067,099.85	16,842,896.20	19,909,996.05
EL. LT. T&D CAPITAL ACCOUNT	0.00	11,114,728.64	0.00	0.00		0.00	0.00		0.00	11,114,728.64	11,114,728.64
GOLF	(338,641.41)	(338,641.41)	259,380.17	0.00		252,786.00	0.00	65,524.63	(397,571.87)	0.00	(397,571.87)
GOLF CAPITAL IMPROVEMENT	224,732.57	224,732.57	0.00	0.00	10,247.83	0.00	0.00		234,980.40	0.00	234,980.40
SELF-INSURANCE FD.	665,057.48	665,057.48	90,499.71	0.00		64,871.65	0.00		690,685.54	0.00	690,685.54
SANITARY SEWER CAP IMP.	678,482.78	678,482.78	21,756.60	0.00		0.00	0.00		698,239.38	0.00	698,239.38
MUNICIPAL CAPITAL IMP.	1,035,368.65	1,135,369.65	4,009.25	0.00		91,310.44	0.00		948,068.46	100,000.00	1,048,068.46
STREET CAPITAL IMPRV.	401,705.59	401,705.59	71,301.75	0.00		1,043,071.92	0.00		(570,064.58)	0.00	(570,064.58)
BRIDGE & ARTERIAL STREET	25,744.62	25,744.62	2,327.50	0.00		54,033.96	0.00		(25,961.84)	0.00	(25,961.84)
WATER CAPITAL IMPR.	1,587,706.03	1,587,706.03	29,816.40	0.00		0.00	0.00		1,617,522.43	0.00	1,617,522.43
SURFACE DRAINAGE	57,887.18	57,887.18	666.09	0.00		0.00	0.00		58,355.27	0.00	58,355.27
TRAFFIC LIGHT CAPITAL IMPRV	58,912.78	858,912.78	301.91	300,000.00	35,365.00	0.00	100,000.00		294,578.69	600,000.00	894,579.69
AIRPORT	1,447,241.29	3,747,241.29	357,257.17	700,000.00		797,808.71	200,000.00	79,026.47	1,427,863.28	1,800,000.00	3,227,863.28
WATER & SEWER	8,308,383.64	26,201,460.21	1,492,767.34	4,000,000.00		1,360,257.25	1,800,000.00	297,743.03	10,343,150.70	15,693,076.57	26,036,227.27
W & S EQUIPMENT REPLACE	301,029.73	986,029.73	0.00	0.00		0.00	0.00		301,029.73	695,000.00	996,029.73
W & S SANITARY INTERCPT	130,582.72	730,582.72	0.00	0.00		0.00	0.00		130,582.72	600,000.00	730,582.72
SANITATION	430,883.25	1,230,883.25	310,701.73	300,000.00		169,075.03	100,000.00	114,458.29	658,051.66	600,000.00	1,258,051.66
AMBULANCE	164,033.61	264,033.61	170,597.97	100,000.00		251,057.73	100,000.00	64,688.19	18,885.66	100,000.00	118,885.66
ELECTRIC LIGHT	3,870,598.67	12,320,598.67	5,193,184.47	2,000,000.00		4,444,404.21	0.00	634,722.37	5,984,656.56	6,450,000.00	12,434,656.56
PAYROLL FUND	33,155.22	33,155.22	4,405,694.56	0.00		4,401,080.64	0.00	333.00	37,436.14	0.00	37,436.14
PAYROLL EMPL. CHECKS	30,000.00	30,000.00	604,851.33	0.00		604,851.33	0.00		30,000.00	0.00	30,000.00
CLAIMS FUND	0.00	0.00	4,377,206.47	0.00		4,377,206.47	0.00		0.00	0.00	0.00
TOTAL ALL FUNDS	\$29,534,912.33	\$118,508,646.58	\$18,865,691.69	\$18,572,308.87	\$1,654,606.46	\$22,610,821.40	\$7,303,503.33	\$1,654,593.46	\$37,058,601.16	\$77,704,928.71	\$114,763,529.87

## May-14

Page 1

# **REGULAR AGENDA:**





# CITY OF IDAHO FALLS

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249  
FAX: (208) 612-8148

June 6, 2014

## MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Craig Rockwood, Municipal Services Director  
SUBJECT: **PURCHASE OF IT EQUIPMENT - SERVERS**

Municipal Services and Idaho Falls Power respectfully requests authorization to purchase the servers from Compunet, Inc. in the lump sum amount of \$52,832.48 from the State of Idaho Bid #PADD1070 and the WSCA Contract #AR-233.

Respectfully,

A handwritten signature in black ink, appearing to be "Craig Rockwood", written over a horizontal line.

CRAIG ROCKWOOD  
MUNICIPAL SERVICES DIRECTOR

CR/ch

IDAHO FALLS POLICE DEPARTMENT  
*"Making A Difference"*

# Memorandum

Date: 5/28/2014

To: Rebecca Casper, Mayor

From: Mark McBride, Chief of Police

RE: City Council Meeting 12 June 2014 Agenda Item

---

I respectfully request that the attached item, amending City Ordinance 4-3-14 and 4-4-13 be considered by the Mayor and City Council at the 12 June 2014 City Council meeting.

The proposed changes allow retail sales of beer and wine on Thanksgiving Day. The current ordinance allows for sale of beer and wine by the drink on Thanksgiving Day, but not for sale at retail establishment for consumption off the premises.

C     Rose Anderson, City Clerk  
       Lori McNamara, Administrative Assistant

**ORDINANCE NO. 2014-**

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 4, CHAPTER 3, TO ALLOW THE SALE OF BEER ON THANKSGIVING DAY; AND AMENDING TITLE 4, CHAPTER 4, TO ALLOW THE SALE OF WINE ON THANKSGIVING DAY; AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the State Code does not prohibit sales of beer or wine on Thanksgiving Day; and

WHEREAS, the Idaho Falls City Code currently prohibits the sale of beer and wine on Thanksgiving Day within City limits; and

WHEREAS, the City wishes to be consistent in its administration of alcohol related-codes by the County and State; and

WHEREAS, the Council believes that the allowing for the sale of beer and wine on Thanksgiving Day will not adversely affect the population or the City's ability to enforce current alcohol related-codes.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, AS FOLLOWS:

**SECTION 1.** Section 4-3-14 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-3-14: HOURS OF SALE - RETAIL SALES: It shall be unlawful for any person in any place licensed to sell beer for consumption off the premises, to sell or dispense beer or to permit the consumption of beer on the premises between the following hours:

(A) 1:00 a.m. and 7:00 a.m. of any day; and

(B) 1:00 a.m. ~~on Thanksgiving and Christmas Day~~ and 7:00 a.m. of the day following such holidays.

**SECTION 2.** Section 4-4-13 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

4-4-13: HOURS OF SALE - RETAIL SALES: It shall be unlawful for any person in any place licensed to sell wine for consumption off the premises, to sell or dispense wine or to permit the consumption of wine on the premises between the following hours:

(A) 1:00 a.m. and 7:00 a.m. of any day; and

(B) 1:00 a.m. ~~on Thanksgiving and Christmas Day~~ and 7:00 a.m. of the day following such holidays.

**SECTION 3. Savings and Severability Clause.** The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance. The remaining Sections of Title 4, Chapter 3 and Chapter 4, shall be in full force and effect.

**SECTION 4. Codification Clause.** The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

**SECTION 5. Publication.** This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**SECTION 6. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Rosemarie Anderson, City Clerk

(SEAL)

STATE OF IDAHO                    )  
  : ss.  
County of Bonneville            )

I, ROSEMARIE ANDERSON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,  
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance  
entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A  
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING  
TITLE 4, CHAPTER 3, TO ALLOW THE SALE OF BEER ON  
THANKSGIVING DAY; AND AMENDING TITLE 4, CHAPTER 4, TO  
ALLOW THE SALE OF WINE ON THANKSGIVING DAY; AND  
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY  
SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

---

Rosemarie Anderson, City Clerk

(SEAL)



2140 N. Skyline Drive #12  
Idaho Falls, ID 83402  
Phone: (208) 612-8224  
Fax: (208) 612-8517

**MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Craig H. Davis, Airport Director

**DATE:** June 12, 2014

**SUBJECT:** Airport Terminal Expansion Project - Change Order No. 5

Attached is change order No. 5 for the Terminal Expansion Project. This change order is due to work items needed that was not addressed in the original contract and increases the project cost by \$13,087.21 for a revised contract total of \$2,403,254.97.

The FAA has reviewed and approved this change order as eligible for reimbursement at 93.75%.

The Airport Division respectfully requests City Council approval of this change order.

Respectfully submitted,

Craig H. Davis  
Airport Director

C: City Clerk

**CONTRACT CHANGE ORDER NO. 5**  
**or**  
**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**

**AIRPORT** Idaho Falls Regional **DATE** May 23, 2014


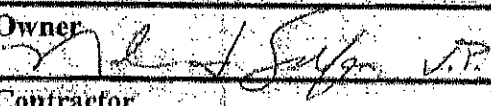
**LOCATION** Idaho Falls, Idaho **AIP PROJECT NO.** 3-16-0018-038

**CONTRACTOR** Barry Hayes Constr., LLC

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
RC7	Landscape Irr. Sprinkler Control Replace	LS	1855.12	1	\$ 1,855.12
RC23	Winterization Costs Due to Delays	LS	1813.73	1	\$1,813.73
RC25	HVAC Mod. in Operations Area	LS	2180.97	1	\$ 2,180.97
RC28	Lighting Renov. in Airline Operations	LS	4766.70	1	\$4,766.70
RC	RC-29 and 3 (see attached letter)	LS	2470.69	1	\$2,470.69
<b>This Change Order Total</b>			<b>\$13,087.21</b>		
<b>Previous Change Order(s) Total</b>			<b>\$ 114,321.76</b>		
<b>Revised Contract Total</b>			<b>\$2,403,254.97</b>		

The time provided for completion in the contract is (unchanged) (decreased) (increased) by -0- working days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawing(s) No. N/A dated       , three copies attached.

<b>Recommended by:</b>		<u>May 23, 2014</u>
	<del>Engineer</del> Architect	Date
<b>Approved by:</b>		
<b>Accepted by:</b>		<u>5/27/14</u>
	Owner	Date
<b>Concurred by:</b>		
	Contractor	Date
<b>Approved by:</b>		
	State Aeronautics (if applicable)	Date
	Federal Aviation Administration	Date

**NOTE:** Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-16-0018-038CHANGE ORDER NO. 5

(Supplemental Agreement)

AIRPORT Idaho Falls RegionalLOCATION Idaho Falls, Idaho**JUSTIFICATION FOR CHANGE**

1. Brief description of the proposed contract change(s) and location(s).

Descriptions attached in letter from Insight letter of April 30, 2014 attached to this Change order No. 5.

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

Justification attached in Insight letter attached to this Change Order 5.

3. Justifications for unit prices or total cost.

Contractors cost proposal was reviewed by appropriate discipline for reasonableness of proposed costs. Cost information was submitted to FAA over the last month for review &amp; concurrence.

4. The sponsor's share of this cost is available from:

Existing Budget for the project.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒.6. Has consent of surety been obtained? Yes ☐ Not Necessary ☒.7. Will this change affect the insurance coverage? Yes ☐ No ☒.8. If yes, will the policies be extended? Yes ☐ No ☐.

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?

Yes ☒ No ☐ When 3/12/14 thru 5/12/14 With Whom Steve EngebrechtComment Has reviewed and concurred

Submit 4 copies to the FAA





April 30, 2014

Lillian Bowen  
AVIATION  
Project Manager  
2422 12th Ave. Rd.  
Nampa, ID 83686

RE: AIP# 3-16-0028-0038  
I.F.R.A. Terminal Expansion  
2140 N. Skyline Drive  
Idaho Falls, ID 83405

Mrs. Bowen,

I'm writing this letter to describe the circumstances surrounding several Proposal Requests that are planned to be included in Change Order #05 for the IFRA Terminal expansion project. I'm hoping this will serve as sufficient backup to allow for additional funding for the changes described herein.

PR #7 Landscape Irrigation Sprinkler Control Box Replacement

Upon modification of site elements and irrigation piping it was discovered that the existing landscape irrigation sprinkler control box is badly degraded. We asked for pricing to replace the unit and were informed that the existing controller would not work with a replacement control box/ pedestal. Pricing included provides a new controller and control box/ pedestal.

The pricing for this change has been analyzed through an estimate from an independent sprinkler supply source, Silver Creek. The same control box/ pedestal is priced at \$625 and the same controller is priced at \$825 for a total of \$1,450. Pricing provided by the Contractor is less than quoted in the attached estimate. We feel this change is important and the pricing is within industry standards.

PR #23 Winterization Costs Due to Unforeseen Delays

Cold weather protection was necessary to complete required site work and dry in the building, which was completed near the middle of November. This protection included labor, concrete blankets, and temporary heaters and associated fuel. The Contractor provided heaters from their own stock at no extra charge and is requesting to be reimbursed for the other items which have been included in their invoicing.

The Contractor did not anticipate the start of this project to be as late as it was, due to notification given from the Architect in the Pre-Bid Conference, where it was stated to have an anticipated start date of mid-May. Due to this fact, the bidder did not have winterization costs built into his estimate. This information was provided to the Architect from the FAA, via the Director of Aviation. Unfortunately, funding was not available until a later date which has pushed the project back accordingly.

Additionally, there were other delays to the progress of the project which were beyond the control of the Contractor. All of these delays, along with the total days delayed, are included in a backup letter from the Contractor.

Our analysis of this situation was based upon an original schedule which had the building dry in and the required site work being completed near the middle of October. Due to the fact that this work was completed nearly 30 days after this initial date, we required the Contractor to prove that they were delayed at least those 30 days. Their letter documents delays which amount to 34 calendar days.

The Architect and the City of Idaho Falls feel that some of these charges are valid and that with proper coordination some of them could have been avoided. For this reason, the request has been reduced by ½ (one half) to provide some reimbursement back to the Contractor for their invoiced charges, amounting to a total of \$2,001.81.

#### PR #25 HVAC Modifications in Operations Areas

The existing terminal unit TU-1.10(E) originally served some existing offices and was suspended from the structure above an existing office. The area being served by said terminal unit was remodeled and a new wall was constructed right below the unit which would go from slab to structure as a fire rated wall. The terminal unit had to be relocated to the south to ensure proper clearance and performance of the fire rated wall.

Upon demolition of the existing walls and ceiling, the main ductwork coming from this unit was found to be fiberglass duct board and was in very poor condition. It was less labor intensive for the contractor to remove it and replace it rather than trying to patch it and reconnect it to the re-located terminal unit. It was determined that the existing size of ductwork was sufficient for the CFM being delivered and that the new ductwork should be routed/built at the same size.

Moving this terminal unit also required the extension of the hydronic lines serving it. The existing lines were extended as the same size and re-connected to terminal unit in same manner as before demolition.

The pricing for this change was analyzed by our Mechanical Engineer and found to be within industry standards.

#### PR #28 Lighting Renovation in Existing Airlines Operations Area

This change was determined to be necessary upon walking the existing shop areas with the Director of Aviation and finding that the existing lighting is in disrepair and, with new lighting directly adjacent to the old, the light levels were determined to be even more unacceptably apparent. During the planning stages of the project the lighting in these spaces was deemed to be acceptable. Over the course of planning and design the existing lighting has deteriorated further and it has been noted that the existing fixtures and luminaires are no longer being manufactured (this development occurred after design/ bidding), making upkeep in the future very difficult.

The pricing for this Proposal Request has been analyzed by our Electrical Engineer and has been deemed to be well within industry standards.

#### PR #29 Grinding and Filling of Lobby Concrete Floor at Transition from New to Existing

This Proposal Request is necessary due to the fact that the existing concrete floor slab and new concrete slab had a very apparent dip in elevation where the two tied together. This was observed prior to the completion of phase 1 when the carpet flooring was being installed. It was discovered that the dip in the floor was due to the existing conditions where the slab met the stem wall at the previous exterior wall location. The dip was accentuated when the Contractor ground the new concrete slab down to the level of the existing floor. The whole area required filling, as it would be very obvious both visually and perceptually when traversing the area in question.

Pricing for this change has been evaluated in reference to RS Means Building Construction Cost Data 2014 (72<sup>nd</sup> Annual Edition), section 01 54 33 Equipment Rental and 03 01 30.62 Concrete Patching. The price for the floor grinder comes in at approximately \$231.90/ day and the concrete leveling/ patching comes in at \$13.75/ S.F. (300 S.F.). The pricing estimation equates to a number significantly higher than the pricing provided by the contractor, so we deem this work to be more economical than industry standards. Note: The pricing for this change was revised to include ½ (one half) of the original invoiced amount due to the fact that only the existing problem was unforeseen. Had the new construction not been ground down to an unacceptable level, there would have been no patching necessary for this half of the work.

PR #31 Access Control for Baggage Handling System

Upon delivery and installation of the baggage handling system, the Director of Aviation requested that the system be secured due to issues the Airport has recently experienced where civilians had activated the conveyor system. It was determined that this is inconvenient for the airline employees and could be a potential safety hazard to the public.

The solution to this problem was found to tie the controls for the baggage handling system into the Airport's existing security system, requiring an employee to scan a security badge across an access control card reader before the conveyor system can be activated. In order to accomplish this task, wiring and cabling would need to be installed to tie the card readers into the existing security system.

The Contractor has provided pricing for their materials and labor to provide power and data to the card readers on site. The connection between the card readers/ activation switches will be provided at no charge by the electricians working on the baggage handling system.

Pricing for this change has been analyzed by our Electrical Engineer and has been found to be well within industry standards.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob TeBeau', with a stylized flourish extending to the right.

Rob TeBeau, Architect  
INSIGHTarchitects pa



2140 N. Skyline Drive #12  
Idaho Falls, ID 83402  
Phone: (208) 612-8224  
Fax: (208) 612-8517

### **MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Craig H. Davis, Airport Director

**DATE:** June 12, 2014

**SUBJECT:** **Work Order #3 with T-O Engineers –  
Airport Lease Review and Rates/Charges Analysis Project**

Attached for your consideration is Work Order #3 between the City of Idaho Falls, Idaho and T-O Engineers for the Airport Lease Review and Rates/Charges Analysis project. The project will include an analysis of current Airport commercial and non-commercial leases and rates and charges, a comparison to peer airports and evaluation for compliance with Federal Aviation Administration regulations and grant assurances.

City Attorney, Randy Fife, has reviewed said document.

The Airport Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig H. Davis", is written over a horizontal line.

Craig H. Davis  
Airport Director

c: City Clerk



**Work Order 14-03**  
**Idaho Falls Regional Airport (IDA)**  
**Idaho Falls, Idaho**

**Lease & Rates/Charges Analysis**  
**Standardize Lease Agreements**  
**Recommend Land Lease Rates**

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated March 2014.

---

**SCOPE OF WORK**

The Scope of Work, dated May 29, 2014 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

**FEES**

Fees for services provided under this Work Order will be determined and billed as follows:

• Items 1-8 Time and Materials NTE:	\$21,000.00
• <u>Travel, meals, Lodging, Actual cost estimate</u>	<u>\$1,100.00</u>
• <b>Total Fee:</b>	<b>\$22,100.00</b>

Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule attached as Exhibit B.



IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 14-01 to the AGREEMENT the day and year first above written.

FOR: CITY OF IDAHO FALLS,

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

FOR: T-O ENGINEERS, INC.

By: \_\_\_\_\_

David A. Mitchell, P.E.

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

Aviation Services Manager/Vice President

Date: \_\_\_\_\_



**EXHIBIT A**

**SCOPE OF PROFESSIONAL SERVICES**

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**EXHIBIT A**  
**Work Order 14-03**  
**Idaho Falls Regional Airport (IDA)**  
**Idaho Falls, Idaho**

**Lease & Rates/Charges Analysis**  
**Standardize Lease Agreements**  
**Recommend Land Lease Rates**

**SCOPE OF PROFESSIONAL SERVICES**

1. Gather data from approximately 10 peer airports. 30 Hrs.
  - a. Obtain data on hangar land lease rates
    - i. How much land is leased to the hangar owner
    - ii. Is there a different rate for
      1. Land covered by the hangar
      2. Uncovered land
    - iii. Is the entire hangar lot charged for?
    - iv. Are there different methods of charging on an individual airport?
  - b. Obtain data on fuel flowage rates
    - i. Who pays fuel flowage
      1. Distributor when delivered
      2. FBO or other when pumped
    - ii. Percentage of sales
  - c. Obtain data on tie-down and overnight rates including:
    - i. Who collects fees
    - ii. Are FBO's compensated for collecting fees
  - d. Obtain data on collection of non-airline landing fees
    - i. FBO's/how are they compensated for collections
    - ii. Self-Reporting
    - iii. Airport collection



2. Recommend land lease rates for commercial and non-commercial hangar leases. FAA Order 5190.6B permits different rates to be established for different areas and uses on an airport. Additionally FAA permits an airport to establish new rates and then integrate these rates into older leases as permitted within each lease. This task will recommend rates for each of the following areas based on the data collected under Task 1 and create the basis for new standardized leases under Task 3.
    - a. In the area being constructed in 2014 10 hrs.
    - b. In the area adjacent to and south of the air carrier terminal area 10 hrs.
    - c. In the area contiguous to Runway 17-35 10 hrs.
  3. Review and recommend standardized leases for commercial and non-commercial hangars in the three areas in Task 2. 40 hrs.
    - a. Standardize all leases to include the entire hangar lot including a new standard lease form and lease addendums for existing lease agreements.
    - b. Establish rates that account for footprint only rates and foot print plus a setback around the hangar until the leases can be renewed in the standardized format.
    - c. Assure that differing rates comply with the requirements of FAA Order 5190.6B.
    - d. Recommend minimum improvements for hangar owners to renew and or extend their existing lease agreement.
    - e. Recommend a lease initiation and a lease transfer administrative fee.
  4. Review airport rules and regulations, minimum standards, assure they are applied equitably to new FBO leases and where appropriate City Ordinances to support the standardization of airport leases. 20 hrs.
  5. Review Fuel Flowage fees, especially as related to private fuel tanks and recommend minimum fees and standards. 10 hrs.
  6. Create or edit a "Lease Log" which includes at a minimum 10 hrs.
    - a. Name of lessee
    - b. Commercial or Non-Commercial
    - c. Square footage lease
      - i. Covered
      - ii. Uncovered
      - iii. Lot size
    - d. Date Lease entered into
    - e. Lease Term Including any options allowed for
    - f. Disposition of improvements at lease termination
-



- g. Lease rate adjustment dates
- h. Lease rate adjustment methodology if mentioned
- i. Location of Lease on ALP

This time includes one trip to IDA to physically review hangars and lease files.

7. T-Hangar Development Analysis and Recommendation 10 hrs.

One of the biggest economic stimuli for an airport is the development of aircraft hangars. The establishment of "Aviation Communities" is vital to the fiscal health of an airport. Those airports which invite aircraft hangar development grow. And as the aircraft population grows other services tend to increase as well.

This task will analyze the need for T-Hangars at IDA, identify the pool of potential lessees provide a rental fee range for each unit, identify the cost to develop T-Hangars, and identify ownership options including development by the airport, finding a private developer, and developing them as a condominium project.

8. Mileage, Lodging, meals, miscellaneous \$1,100

**Fees:** Fees for this effort will be invoiced on a "time and materials" basis, with a total fee not to exceed \$21,000 plus travel, meals, and accommodations.

**OR, \$19,550** if trips to IDA can be combined with Passenger Facility Charge application trips accounting for decreased travel time.

**Deliverables will include:**

1. Rates and Charges analysis for three IDA lease areas including recommended rates and rate adjustment strategy.
2. Rules & Regulations and Minimum Standards recommended changes if any to facilitate FBO RFI and non-commercial hangar ground leases.
3. Standardized lease agreements which are compatible with FAA Orders and account for all of the land which each hangar utilizes (lot leases)
4. Fuel Flowage Fee analysis
5. Lease Log
6. Written analysis of T-Hangar development and strategy to build T-Hangars.

Professional services to be provided shall include all phases of the work order, including research, document development, and planning. Professional Services and associated expenses will be provided on a time and material basis. It is anticipated that this will include one visit to Idaho Falls Airport.

---

**AVAILABLE INFORMATION:**

The airport will provide information as necessary to facilitate this work order including the following:

1. A copy of the existing FBO lease including minimum requirements
2. Copies of existing private non-commercial hangar leases
3. A set of existing IDA rates and charges including dates when rates were last adjusted.
4. Private fuel tank policies for hangar owners.
5. Copies of previous rates and charges studies conducted for IDA.
6. IDA specific data including:
  - 6.1. Fuel sold to non-airlines by type
  - 6.2. Monthly or annual aircraft permanently based at IDA on the tie-down ramp.
  - 6.3. Landing fee rate charged including rate to GA if any.
  - 6.4. Tie-down rate.
  - 6.5. Land Lease rates including last date adjusted and the amount of ground leased.
7. IDA Rules and Regulations
8. IDA Minimum Standards

It is anticipated that much of this information can be gathered during a fact finding visit to the airport.

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**WORK SCHEDULE:**

This work will be conducted on an aggressive schedule in order to meet a mid-summer deadline for IDA to seek and RFI for a possible second FBO and additional non-commercial hangar leases. The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Agree upon Work order & begin work	June 2014
Site Visit to collect data and further refine work	June 2014
Collect Data from Peer and Neighboring Airports	June-July 2014
Review Leases	June-July, 2014
Review Min Standards/Rules & Regulations	June-July 2014
Prepare Rates Analysis	June-July 2014
DRAFT Recommendations	August, 2014
Final Report and Recommendations	August 2014
Follow Up	September 10, 2014

Dates are subject to change, based on Work Order Agreement and the needs of the Owner.

**ADDITIONAL WORK:**

It is anticipated that the work products provided will prepare the airport to evaluate at a future date its approach to airline rates and charges, airline lease policies, non-aviation lease policies including concessions and car rent, and parking administration and fee policies. This work is not included in the work order, but can be negotiated at a later date.

It is anticipated that the airport will seek a Request for Information regarding interest in a Second FBO and for Non-Commercial aircraft hangar leases. This work is not included in this work order, but can be negotiated at a later date.

**EXHIBIT B**

**FUNCTIONAL FEE SCHEDULE**

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**EXHIBIT "A"**  
**FUNCTIONAL FEE SCHEDULE**  
**PROFESSIONAL SERVICES**  
**Effective April 1, 2014**

<b>I. PERSONNEL</b>	
Principal /Project Manager	\$135.00 - \$180.00 /hour
Senior Engineer	\$135.00 - \$180.00 /hour
Project Manager	\$110.00 - \$155.00 /hour
Project Engineer/Engineer	\$85.00 - \$110.00 /hour
Construction Manager	\$85.00 - \$115.00 /hour
Inspector/Technician	\$60.00 - \$85.00 /hour
Engineer-In-Training	\$70.00 - \$85.00 /hour
Information Technology	\$70.00 - \$90.00 /hour
Administrative & Clerical	\$45.00 - \$80.00 /hour
<b>II. SURVEYING</b>	
Survey Manager	\$105.00 - \$130.00 /hour
Surveyor	\$95.00 - \$105.00 /hour
Survey Crew Chief	\$70.00 - \$95.00 /hour
Survey Technician	\$60.00 - \$75.00 /hour
<b>III. COMPUTER HARDWARE &amp; SOFTWARE</b>	
Total Station	\$10.00 /hour
Drill and Generator	\$80.00 /day
GPS, Robotics	\$55.00 /hour
Property Database Research	\$50.00 /hour
CADD and Other Technical Uses	\$5.00 /hour
<b>IV. REPRODUCTION</b>	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
<b>V. VEHICLE MILEAGE</b>	
Fleet Vehicle	0.55 /mile
Survey Vehicle	0.65 /mile
ATV Vehicle	5.00 /hour
<b>VI. OTHER DIRECT CHARGES</b>	
Direct costs for material or services incurred for the project	Actual Cost + 10%

Notes: 1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 8 hours per day, work during Saturdays, Sundays and during national holidays.

2. This fee schedule is subject to periodic adjustment.

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IDAHO FALLS REGIONAL AIRPORT

2140 N. Skyline Drive #12

Idaho Falls, ID 83402

Phone: (208) 612-8224

Fax: (208) 612-8517

**MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Craig H. Davis, Airport Director

**DATE:** June 12, 2014

**SUBJECT:** TSA Lease Agreement – Airport Terminal Office Space

Attached for your consideration is a Lease Agreement between the City of Idaho Falls, Idaho and the General Services Administration (GSA), acting on behalf of the Transportation Security Administration (TSA), for Airport Terminal Office Space.

City Attorney, Randy Fife, has reviewed said Lease.

The Airport Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig H. Davis", with a horizontal line extending to the right.

Craig H. Davis  
Airport Director

C: City Clerk

**LEASE NO. GS-10P-LID07443**

Building ID4353

On-Airport Lease  
GSA FORM L201D (September 2013)

This Lease is made and entered into between

The City of Idaho Falls

(Lessor), whose principal place of business is 308 Constitution Way, Idaho Falls, ID 83402-3539 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

2140 North Skyline Drive, Box #12, Idaho Falls, ID 83402

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and relocation into the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

Name: \_\_\_\_\_

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

Entity Name: City of Idaho Falls

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 952 rentable square feet (RSF), yielding 952 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor as depicted on the floor plan attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: No (0) parking spaces, reserved for the exclusive use of the Government. Lessor shall provide such parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2013)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Full Service Rate	\$37,128.00	\$39.00	\$39,022.48	\$40.99

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 952 ABOA SF, based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. The space is provided to Government "as-is", and the Government shall have the right to modify the space as required, at its sole cost and expense, subject to Lessor's oversight and approval, as further detailed in this document.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises,"

2. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

### 1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 90 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the

checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### 1.05 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for two terms of 5 YEARS (each) at the following rental rate(s):

	Option #1: Years 11 - 15		Option #2: Years 16 - 20	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Full Service Rate	\$41,012.16	\$43.08	\$43,097.04	\$45.27

provided notice is given to the Lessor at least 90 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

#### 1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
GSA Form 3517B, General Clauses	47	B
GSA Form 3518, Representations and Certifications	7	C

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15%  $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$ . For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$ .
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

## **2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)**

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

## **2.03 WAIVER OF RESTORATION (APR 2011)**

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

## **2.04 RELOCATION RIGHTS (JUN 2012)**

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate.

## **2.05 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)**

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

## **2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (SEP 2013)**

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

## **2.07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)**

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

## **2.08 CENTRAL CONTRACTOR REGISTRATION (SEP 2013)**

The Offeror must have an active registration in the Central Contractor Registration (CCR) database, now the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

## **2.09 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)**

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

### 3.02 MEANS OF EGRESS (SEP 2013)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the Lease Award Date).

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

### 3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.



E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### 3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

### 3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

### 3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

### 3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

### 3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

### 3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

## SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

### 4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (XXX 2013)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input type="checkbox"/> ELEVATOR SERVICE	<input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input type="checkbox"/> WINDOW WASHING		(Specify below)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency _____	<input checked="" type="checkbox"/> REPAINTING FREQUENCY	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> RESTROOM SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>Years 6,11,16</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>Annually</u>	Public Areas _____	

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

### 4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from XX AM to XX PM,

### 4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

### 4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-6, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

### 4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

### 4.06 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building Information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building Information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building Information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building Information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may

require access to SBU Building Information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building Information to public safety entities.

**C. DISSEMINATION OF SBU BUILDING INFORMATION:**

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU Information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.htm#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building Information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building Information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building Information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building Information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [http://csrc.nist.gov/publications/NISTPUBS/800-88/NISTSP800-88\\_REV1.PDF](http://csrc.nist.gov/publications/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88\_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building Information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building Information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

**4.07 INDOOR AIR QUALITY (SEP 2013)**

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO<sub>2</sub> 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

#### 4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (SEP 2013)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

1. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

#### 4.09 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-In Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

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## SECTION 5    ADDITIONAL TERMS AND CONDITIONS

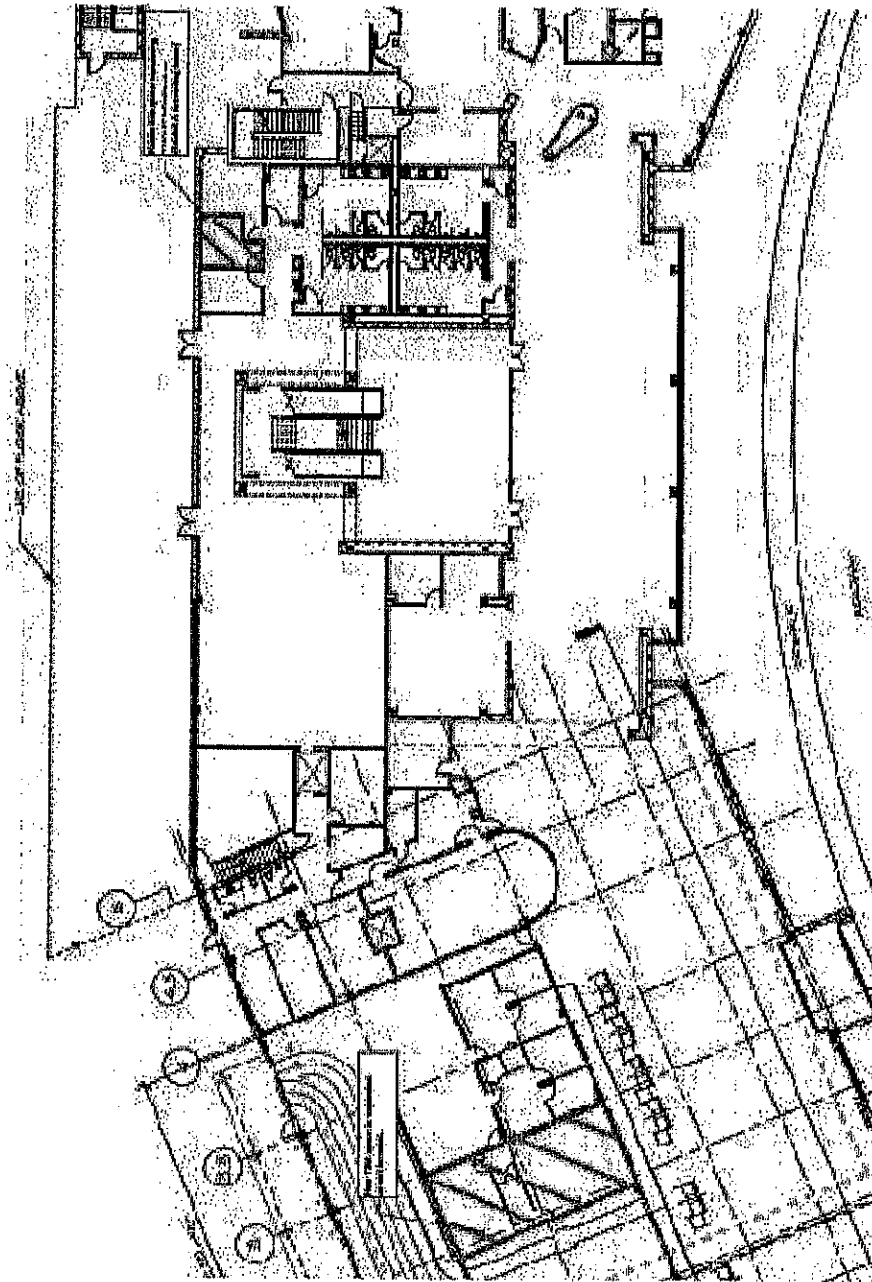
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5.01    The Government shall be responsible for the construction of any tenant improvements required to adapt the premises to its specific requirements. Lessor shall provide all required base plans and specifications necessary to facilitate this work.

- A.    The Government shall prepare and submit all contemplated construction plans to Lessor for review and approval, which shall not be unreasonably withheld or delayed.
- B.    Government shall be responsible for all costs associated with permitting the work and for complying with all applicable codes and regulations.
- C.    Lessor shall be responsible for its costs of reviewing the Government's plans and for cooperating with Government's contractors in constructing the space.
- D.    The Government shall cooperate with Lessor in scheduling and building its improvements with minimal impact to Airport operations and the public served by the Airport.

5.02    This lease shall supersede and replace lease GS-10B-06909. Upon receipt of a Certificate of Occupancy for the space and relocation of Government's airport operations into the space, that lease shall be terminated and of no further force and effect.

Airport Floor Plan, Showing Government Space





**Exhibit B, Lease GS-10P-07443****GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	CENTRAL CONTRACTOR REGISTRATION
	18	552.270-31	PROMPT PAYMENT
	19	552.232-23	ASSIGNMENT OF CLAIMS
	20	552.270-20	PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT



LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

#### 10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (JAN 2011)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the LCO, the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (MAR 2013)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JAN 2011)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may obtain satisfaction of this condition by obtaining the services of a licensed fire protection engineer to verify that the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances.

**17. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012)**

(a) Definitions. As used in this provision—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

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(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The offeror will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

**18. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**19. 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)**

(Applicable to leases over \$3,000.)

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments

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to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

**20. 552.270-20 PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice

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for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an Improper Invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT Information Incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT Information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

**22. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**

(Applicable to leases over \$5 million and performance period is 120 days or more.)

(a) *Definitions.* As used in this clause—

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"Agent" means any individual, including a director, an officer, an employee, or an Independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or

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closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

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(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

- Monitoring and auditing to detect criminal conduct;
- Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

- If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

- If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

- The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

- The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

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23. **552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. **52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)**

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the Inspector general of the contracting agency, the head of the contracting agency if the agency does not have an Inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(5)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(5)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

**25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over \$150,000 average net annual rental including option periods, as well as to leases of any value awarded to an individual.)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

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"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

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(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

**26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

(Applicable to leases over \$5 Million and performance period is 120 days or more.)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

**27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over \$150,000 average net annual rental including option periods.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**  
(Applicable when cost or pricing data are required for work or services over \$700,000.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

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(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

## **29. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

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- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

### 30. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### 31. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after

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final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

**32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)**

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General—*

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in

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Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

### 33. 52.233-1 DISPUTES (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**34. 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall 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. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;

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LESSOR GOVERNMENT



- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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LESSOR GOVERNMENT

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, 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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**  
(Applicable to leases exceeding \$3,000.)

(a) *Definitions.* As used in this clause—

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(3) For long-term contracts—

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

[Contractor to sign and date and insert authorized signer's name and title].

**37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**  
(Applicable to leases over \$100,000.)

(a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Disabled veteran" means—

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means—

(1) Any employee—

(i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(iii) Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(i) Recruitment, advertising, and job application procedures.

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LESSOR GOVERNMENT

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rate of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Contractor including social or recreational programs.

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) Postings.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include—

(1) Withholding progress payments;

(2) Termination or suspension of the contract; or

(3) Debarment of the contractor.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

**38. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**  
(Applicable to leases over \$15,000.)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

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LESSOR GOVERNMENT

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) Issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary Issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**39. 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)**  
(Applicable to leases over \$100,000.)

(a) *Definitions.* As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)**  
(Applicable to leases over \$30,000.)

(a) *Definition.* "Commercially available off-the-shelf (COTS)" item, as used in this clause—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT



(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

- (1) Exceeds \$30,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

**41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**  
(Applicable if over \$700,000.)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—  
Modifications.

**42. 52.219-8**

**UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)**

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

(1) (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

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(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at [http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm); or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUB Zone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov).

**43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE III (JUL 2010)**  
(Applicable to leases over \$650,000.)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC

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direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

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(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (i) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (i) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-

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owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (i) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (i) of this clause using the eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

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(v) Records of internal guidance and encouragement provided to buyers through—  
(A) Workshops, seminars, training, etc.; and  
(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(l) *The Contractor shall submit a SF 294.* The Contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(l) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) SSR. (l) Reports submitted under individual contract plans—

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(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

**44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**  
(Applicable to leases over \$650,000.)

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the

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Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)**  
(Applicable if over \$25,000.)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Months of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

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- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fers.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

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(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

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<b>Exhibit C; Lease GS-10P-07443</b>	Solicitation Number	Dated
	GS-10P-07443	

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business*

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concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

- (i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*
- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
- (8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—
- (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
  - (ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.*

(c) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51

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percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and

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- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**4. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

- (b) The Contractor represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

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- have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**5. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(Applicable when the estimated value of the acquisition exceeds \$100,000)

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no 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 on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**6. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)**

- (a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the

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resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: #####  
☐ TIN has been applied for.  
☐ TIN is not required because:  
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
☐ Offeror is an agency or instrumentality of a foreign government;  
☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- 4; ☐ Sole proprietorship; ☐ Government entity (Federal, State, or local);  
☐ Partnership; ☐ Foreign government;  
☐ Corporate entity (not tax-exempt); ☐ International organization per 26 CFR 1.6049-  
☐ Corporate entity (tax-exempt); ☐ Other xxxxxxxx

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
☐ Name and TIN of common parent:

Name xxxxxxxx

TIN #####

7. **52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have Internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).

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- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

**8. DUNS NUMBER (JUN 2004)**

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # ##-###-####

**9. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)**

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	NAME STREET CITY, STATE, ZIP	(XXX) XXX-XXXX
	Signature	MM-DD-YYYY Date

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT



2140 N. Skyline Drive #12  
Idaho Falls, ID 83402  
Phone: (208) 612-8224  
Fax: (208) 612-8517

## MEMORANDUM

**To:** Honorable Mayor and City Council

**From:** Craig H. Davis, Airport Director

**Date:** June 12, 2014

**Subject:** **FAA Airport Improvement Program Grant Application (AIP 039)**  
**Airport South Quadrant Hangar Infrastructure Project**

Attached is an FAA Airport Improvement Program Grant Application (AIP 039) for the Design and Construction of the Airport South Quadrant Hangar Infrastructure Project. The application is for a total project cost of \$1,800,000.00 of which 93.75% will be funded by FAA and the remaining 6.25% funded by Airport budgeted resources.

It is anticipated the FAA will issue a grant offer in late June 2014 which will be brought to the City Council for acceptance.

The Airport Division respectfully requests approval and authorization for the Mayor and City Clerk to execute said document.

Respectfully submitted,

Craig H. Davis  
Airport Director

c: City Clerk

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

\*2. Type of Application

☒ New

☐ Continuation

☐ Revision

\* If Revision, select appropriate letter(s):

\*Other (Specify) \_\_\_\_\_

\*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Idaho Falls

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
82-6000208

\*c. Organizational DUNS:  
190437095

**d. Address:**

\*Street 1: 2140 N. Skyline Drive #12

Street 2: \_\_\_\_\_

\*City: Idaho Falls

County: Bonneville

\*State: Idaho

Province: \_\_\_\_\_

\*Country: USA

\*Zip / Postal Code 83402

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

Title:

Organizational Affiliation:

\*Telephone Number: (208) 612-8224

Fax Number: (208) 612-8517

\*Email: chdavis@idahofallsidaho.gov

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**12. Funding Opportunity Number:**

Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of Idaho Falls, Bonneville County

**\*15. Descriptive Title of Applicant's Project:**

Construct Apron, Taxiways and Access Road

Attach supporting documents as specified in agency instructions.



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\*a. Applicant: 2<sup>nd</sup> Idaho\*b. Program/Project: 2<sup>nd</sup> Idaho

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: July 2014

\*b. End Date: December 2014

**18. Estimated Funding (\$):**

*a. Federal	1,687,500
*b. Applicant	112,500
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	1,800,000

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title: Director of Aviation

\*Telephone Number: (208) 612-8224

Fax Number: (208) 612-8517

\* Email: chdavis@idahofallsidaho.gov

\*Signature of Authorized Representative:

\*Date Signed:

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	<b>Type of Submission:</b> (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>	10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	<b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation – An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision – Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> <li>A. Increase Award      B. Decrease Award</li> <li>C. Increase Duration      D. Decrease Duration</li> <li>E. Other (specify)</li> </ul> </li> </ul>	12.	<b>Funding Opportunity Number/Title:</b> Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	<b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.	15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	<b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	16.	<b>Congressional Districts Of:</b> (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
5a.	<b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.		
5b.	<b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	<b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.		
7.	<b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	<b>Applicant Information:</b> Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> <li>a. <b>Legal Name:</b> (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li>c. <b>Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the</li> </ul>	17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
		18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State																								
	f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.	20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.  If yes, include an explanation on the continuation sheet.																								
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.	21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.  A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)																								
	<table border="0"> <tr> <td>A. State Government</td><td>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>B. County Government</td><td>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>C. City or Township Government</td><td>O. Private Institution of Higher Education</td></tr> <tr> <td>D. Special District Government</td><td>P. Individual</td></tr> <tr> <td>E. Regional Organization</td><td>Q. For-Profit Organization (Other than Small Business)</td></tr> <tr> <td>F. U.S. Territory or Possession</td><td>R. Small Business</td></tr> <tr> <td>G. Independent School District</td><td>S. Hispanic-serving Institution</td></tr> <tr> <td>H. Public/State Controlled Institution of Higher Education</td><td>T. Historically Black Colleges and Universities (HBCUs)</td></tr> <tr> <td>I. Indian/Native American Tribal Government (Federally Recognized)</td><td>U. Tribally Controlled Colleges and Universities (TCCUs)</td></tr> <tr> <td>J. Indian/Native American Tribal Government (Other than Federally Recognized)</td><td>V. Alaska Native and Native Hawaiian Serving Institutions</td></tr> <tr> <td>K. Indian/Native American Tribally Designated Organization</td><td>W. Non-domestic (non-US) Entity</td></tr> <tr> <td>L. Public/Indian Housing Authority</td><td>X. Other (specify)</td></tr> </table>	A. State Government	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)	B. County Government	N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)	C. City or Township Government	O. Private Institution of Higher Education	D. Special District Government	P. Individual	E. Regional Organization	Q. For-Profit Organization (Other than Small Business)	F. U.S. Territory or Possession	R. Small Business	G. Independent School District	S. Hispanic-serving Institution	H. Public/State Controlled Institution of Higher Education	T. Historically Black Colleges and Universities (HBCUs)	I. Indian/Native American Tribal Government (Federally Recognized)	U. Tribally Controlled Colleges and Universities (TCCUs)	J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Alaska Native and Native Hawaiian Serving Institutions	K. Indian/Native American Tribally Designated Organization	W. Non-domestic (non-US) Entity	L. Public/Indian Housing Authority	X. Other (specify)		
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## PART II

PROJECT APPROVAL INFORMATION  
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body:

Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:  
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☒ Yes ☐ No

Check one:

State

Local

Regional

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Location of Plan:

City of Idaho Falls

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

**INSTRUCTIONS FOR 5100-100 PART II A**  
**Project Approval Information**

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

**Item 1** - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

**Item 2** - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

**Item 3** - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

**Item 4** - Furnish the name of the approving agency and the approval date.

**Item 5** - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

**Item 6** - Show the Federal population residing or working on the federal installation who will benefit from this project.

**Item 7** - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

**Item 8** - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

**Item 9** - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

**Item 10** - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed

**Paperwork Reduction Act Statement:** The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence Ave, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

## PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**The City of Idaho Falls has established zoning ordinances that contain guidance for compatible land use planning in the vicinity of the airport. The Airport Master Plan was updated with recommended zoning guidelines.**

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**The sponsor is not in default.**

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

**None**

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**The project is consistent with existing plans.**

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

**The project has considered the interest of the communities.**

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

**Consultation with users has been undertaken.**

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**N/A**

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**N/A**

**PART II - SECTION C (Continued)**

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**No exclusive rights have been or will be granted.**

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

**The City of Idaho Falls owns in fee simple all properties to be used or developed in connection with the Airport Improvement Program.**

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

**No acquisition of land is needed for this project as all land is owned by the sponsor.**

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

**No acquisition of land is needed for this project as all land is owned by the sponsor.**

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*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*



**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. ....20-106

2. Functional or Other Breakout .....AIP

**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 2,500.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			150,000.00
5. Other Architectural engineering fees			180,000.00
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,467,500.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			1,800,000.00
20. Federal Share requested of Line 19			1,687,500.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			1,687,500.00
23. Grantee share			112,500.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 1,800,000.00

**INSTRUCTIONS**  
**PART III**  
**SECTION A. GENERAL**

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

**SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

**Line 1** - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

**Line 2** - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter basic fees for architectural engineering services.

**Line 5** - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

**Line 6** - Enter fees for inspection and audit of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

**Line 12** - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

**Line 13** - Enter amounts for items not specifically mentioned above.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

**Line 16** - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

**Line 17** - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

**Line 18** - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

**Line 19** - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 20** - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

**Line 21** - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

**Line 22** - Show the total amount of the Federal grant requested.

**Line 23** - Show the amount from Section D, Line 27h.

**Line 24** - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

SECTION C - EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		\$ 112,500
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 112,500
SECTION E - REMARKS		
<p>1. Exhibit A Property Map is incorporated by reference.</p> <p>2. Plans and specifications for apron, taxiway and access road construction dated TBD are incorporated by reference.</p>		
PART IV PROGRAM NARRATIVE (Attach - See Instructions)		

**INSTRUCTIONS**  
**PART III**  
**SECTION C. EXCLUSIONS**

**Line 26 a-g** - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

**SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 27 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 27h** - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

**Line 28a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

**Line 28b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

**Line 28c** - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

**Line 29** - Enter the totals of Line 27h and 28c.

**SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV  
PROGRAM NARRATIVE  
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT : Construct Apron, Taxilanes and Access Road**

**AIRPORT : Idaho Falls Regional Airport**

**1. Objective:**

The objective of this project is to construct a new apron, taxilanes and access road to serve future aviation development.

**2. Benefits Anticipated:**

These projects will allow for continued aviation development to meet the existing demand for hangar and FBO development. The proposed access road will provide access to the future development area and will serve only aviation development.

**3. Approach : (See approved Scope of Work in Final Application)**

The proposed projects will be designed in Spring of 2014, bid in May 2014 with bid opening in early June 2014. It is anticipated that a grant offer will be forthcoming in late June 2014 with construction occurring in the Summer of 2014. The project will be completed in the Fall of 2014 and the project closed out during the Winter of 2014.

**4. Geographic Location:**

The Idaho Falls Regional Airport is located in Eastern Idaho approximately 50 miles west of the Idaho-Wyoming state border and 70 miles south of the Idaho-Montana border. The airport is located on the west edge of the City of Idaho Falls just west of Interstate 15, approximately 50 miles east of the Idaho National Laboratory.

**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** *(include address & telephone number)*

**Craig H. Davis, Director of Aviation**

**2140 N. Skyline Drive #12**

**Idaho Falls, Idaho**

**83402**

**(208) 612-8224**

**INSTRUCTIONS  
PART IV  
PROGRAM NARRATIVE**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

**1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.**

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

**2. RESULTS OR BENEFITS EXPECTED.**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

**3. APPROACH**

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are

being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

**4. GEOGRAPHIC LOCATION.**

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

**5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

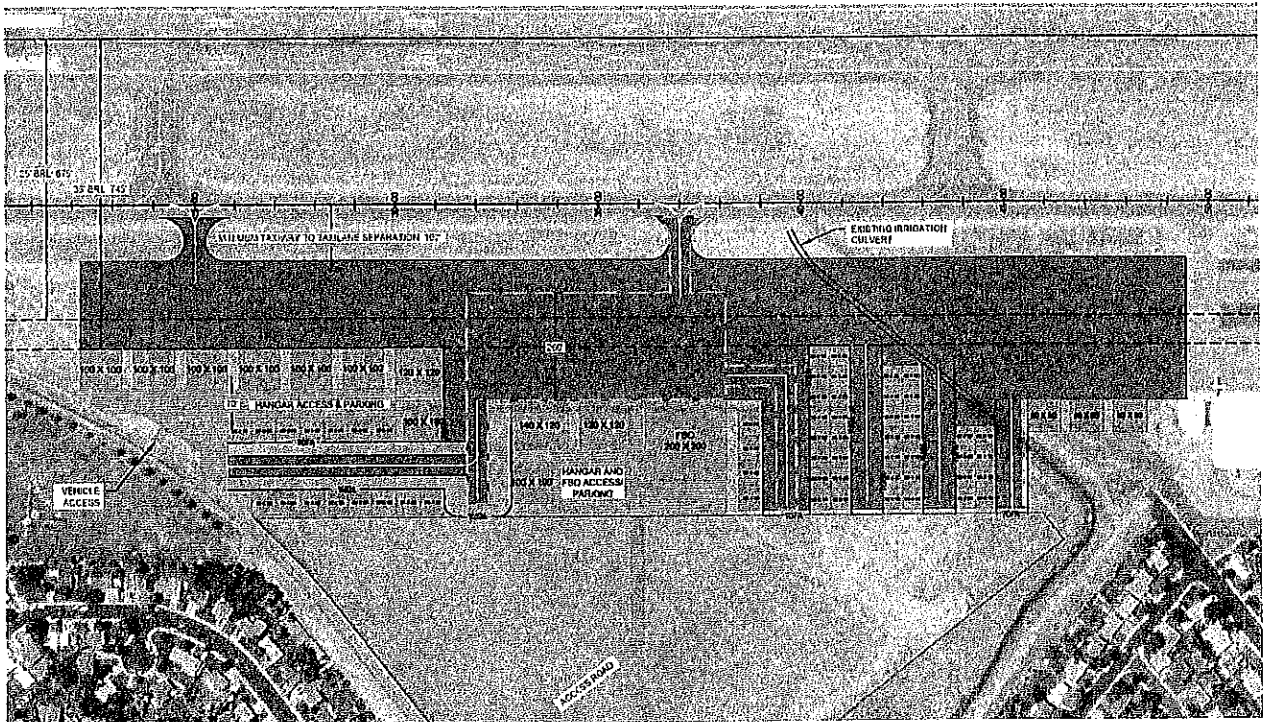
b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

## CIP/PREAPPLICATION DATA SHEET

AIRPORT:	Idaho Falls Regional Airport	LOCAL PRIORITY:	UPDATED: 3/05/2014
WORK ITEM:	Construct Apron, Taxiways and Access Road		

**SKETCH:**



**JUSTIFICATION:** Idaho Falls Airport has the existing demand for additional hangar and FBO development. The airport does not have any space on the airfield to accommodate the existing demand. This project will construct new apron, taxiways and access road to allow for future aviation development.

SPONSOR \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**COST ESTIMATE:** Item (Excavation, Paving, etc.) \_\_\_\_\_

ADMINISTRATION:	\$ 2,500	1:	\$	4	\$
ENGINEERING:	\$ 330,000	2:	\$	5	\$
Construction:	\$ 1,467,500	3:	\$	TOTAL:	\$ 1,800,000

**ADO USE:**

**PREAPP  
NO:**

GRANT  
NO:

NPIAS  
CODE: \_\_\_\_\_

WORK  
CODE: \_\_\_\_\_

FAA  
PRIOR: \_\_\_\_\_

FED \$ \_\_\_\_\_





FAA  
Airports

## Grant Assurances Airport Sponsors

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### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

**Executive Orders**

Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>  
Executive Order 11990 - Protection of Wetlands  
Executive Order 11998 - Flood Plain Management  
Executive Order 12372 - Intergovernmental Review of Federal Programs  
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New  
Building Construction<sup>1</sup>  
Executive Order 12898 - Environmental Justice

### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1,2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### **Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
  - <sup>1</sup> These laws do not apply to airport planning sponsors.
  - <sup>2</sup> These laws do not apply to private sponsors.
  - <sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **2. Responsibility and Authority of the Sponsor.**

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

#### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
- 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall 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 Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of



this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- 23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
  - a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
  - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
- 24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
- 25. **Airport Revenues.**
  - a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections. It will:**

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that —

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

- 30. Civil Rights.** It will comply with such rules as are promulgated to assure 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 funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

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

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to



have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
  - a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
    - 1) Describes the requests;
    - 2) Provides an explanation as to why the requests could not be accommodated; and
    - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
  - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS

Dated: 6/2/2010

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems for Non-Federal Applications

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects  
June 2, 2010

NUMBER	TITLE
150/5220-17A and Change 1	Design Standards for an Aircraft Rescue Firefighting Training Facility
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-13 and Changes 1 –15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 through 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects  
June 2, 2010

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1J and Change 2	Standards for Airport Markings (Change 1&2)
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18E	Standards for Airport Sign Systems
150/5340-30D	Design and Installation Details for Airport Visual Aids
150/5345-3F	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10F	Specification for Constant Current Regulators Regulator Monitors
150/5345-12E	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxillary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39C	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44H	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects  
June 2, 2010

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY  
DATED: 6/2/2010**

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1 through 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Change 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

**THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY  
DATED: 6/2/2010**

NUMBER	TITLE
150/5000-12	Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

### STANDARD DOT TITLE VI ASSURANCES

City of Idaho Falls (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

**STANDARD DOT TITLE VI ASSURANCES (Continued)**

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**City of Idaho Falls**  
**(Sponsor)**

\_\_\_\_\_  
**(Signature of Authorized Official)**



## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

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 shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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 lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA 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 supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

### ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 grounds of race, color, or national origin shall 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 grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Idaho Falls Regional Airport

**LOCATION:** Idaho Falls, Idaho

**AIP PROJECT NO.:** 3-16-0018-039

**STATEMENTS APPLICABLE TO THIS PROJECT** A, B, C and D

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Idaho Falls Regional Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Idaho Falls Regional Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SPONSORING AGENCY:** City of Idaho Falls

**NOTE:** Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and N/A
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. N/A

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, 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 undersigned, 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 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 of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Sponsor's Authorized Representative

Title \_\_\_\_\_  
Director of Aviation

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE**

City of Idaho Falls

(Sponsor)

Idaho Falls Regional Airport

(Airport)

3-16-0018-039

(Project Number)

Construct Apron, Taxiways and Access Road (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

- |   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. An ongoing drug-free awareness program has been (will be) established to inform employees about:   |                                     |                          |                          |
| a. The dangers of drug abuse in the workplace;  |                                     |                          |                          |
| b. The sponsor's policy of maintaining a drug-free workplace;   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Any available drug counseling, rehabilitation, and employee assistance programs; and   |                                     |                          |                          |
| d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.   |                                     |                          |                          |
| 3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:   |                                     |                          |                          |
| a. Abide by the terms of the statement; and   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.  |                                     |                          |                          |
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: City of Idaho Falls

AIP #: 3-16-0018-039

Project Description(s): Construct Apron, Taxiways, and Access Road

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
☒ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
☒ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
☒ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure or person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

- |  | Yes                                 | No                       | N/A                      |
|--|-------------------------------------|--------------------------|--------------------------|
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under Item 4b above with respect to any employee who is so convicted;  |                                     |                          |                          |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. |                                     |                          |                          |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the foregoing items are accurate as marked and attachments are correct and complete.

City of Idaho Falls

\_\_\_\_\_  
(Signature of Sponsor's Designated Official Representative)

\_\_\_\_\_  
(Typed Name of Sponsor's Designated Official Representative)

Director of Aviation

\_\_\_\_\_  
(Typed Title of Sponsor's Designated Official Representative)

\_\_\_\_\_  
(Date)



# *City of Idaho Falls*

PUBLIC WORKS DIVISION

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

## MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 9, 2014

Subject: **BID AWARD – ALLEY SEWER PIPE BURSTING BETWEEN 7<sup>TH</sup> STREET AND 8<sup>TH</sup> STREET FROM HOLMES AVENUE TO TIGER AVENUE**

On May 20, 2014, bids were received and opened for Alley Sewer Pipe Bursting between 7<sup>th</sup> Street and 8<sup>th</sup> Street from Holmes Avenue to Tiger Avenue project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., in an amount of \$230,404.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in black ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.  
Public Works Director

CF:jk

Attachment

c: Mayor  
Council  
Fugal

2-38-19-1-SWR-2014-41  
2014-56



# City of Idaho Falls

## Engineering Department

### Bid Tabulation

Project..... Alley Sewer Pipe Bursting Between 7th & 8th From Holmes to 10th

Number..... 2-38-19-1-SWR-2014-41

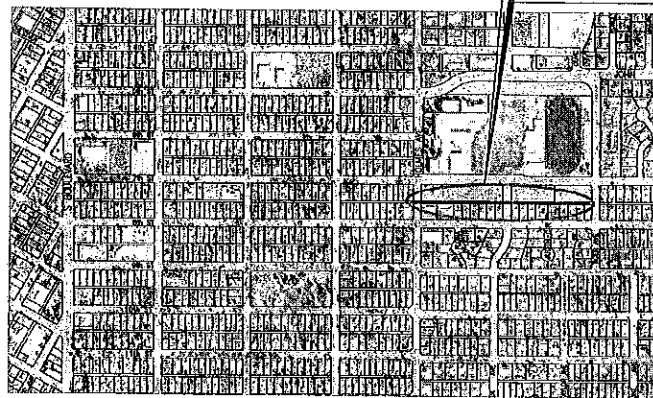
Submitted Kent Fugal, P.E., PTOE

Date May 20, 2014

				Engineer's Estimate		TMC Contractors, Inc.		3H Construction, LLC	
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES									
209.03.4	Removal of Curb and Gutter	30	L.F.	\$10.00	\$300.00	\$18.00	\$540.00	\$10.00	\$300.00
209.03.5	Removal of Sidewalk	13	S.Y.	\$18.00	\$234.00	\$25.00	\$325.00	\$15.00	\$195.00
INCIDENTAL CONSTRUCTION									
409.19.2	Pipe Bursting 15" to 18"	1256	L.F.	\$120.00	\$150,720.00	\$105.00	\$131,880.00	\$168.00	\$211,008.00
PORTLAND CEMENT CONCRETE									
509.02.2	Combination Curb and Gutter - Type STANDARD	30	L.F.	\$25.00	\$750.00	\$30.00	\$900.00	\$40.00	\$1,200.00
509.03.2	6" Flatwork	13	S.Y.	\$50.00	\$650.00	\$65.00	\$845.00	\$105.00	\$1,365.00
WATER LINES									
609.02.2	6" Pipe	20	L.F.	\$15.00	\$300.00	\$18.00	\$360.00	\$43.00	\$860.00
609.04.2	6" Sleeve	1	EACH	\$225.00	\$225.00	\$130.00	\$130.00	\$250.00	\$250.00
SANITARY SEWERS AND STORM DRAINS									
709.01.2	Bypass Pumping	1	L.S.	\$20,000.00	\$20,000.00	\$27,250.00	\$27,250.00	#####	\$45,000.00
709.02.2	21" Pipe	50	L.F.	\$60.00	\$2,500.00	\$60.00	\$3,000.00	\$79.00	\$3,950.00
709.03.2	Manhole - Type I	6	EACH	\$2,500.00	\$15,000.00	\$3,860.00	\$23,160.00	\$4,200.00	\$25,200.00
709.03.3	Additional Manhole Depth	22	L.F.	\$200.00	\$4,400.00	\$117.00	\$2,574.00	\$160.00	\$3,300.00
709.05.4	4" Reconnecting Service Line	17	EACH	\$300.00	\$5,100.00	\$1,100.00	\$18,700.00	\$2,825.00	\$48,025.00
709.05.4	6" Reconnecting Service Line	1	EACH	\$400.00	\$400.00	\$1,300.00	\$1,300.00	\$3,000.00	\$3,000.00
709.06.2	Removal of Appurtenance - Type MANHOLE	6	EACH	\$500.00	\$3,000.00	\$810.00	\$4,860.00	\$850.00	\$5,160.00
TRENCH EXCAVATION AND BACKFILL									
809.01.2	Trench Excavation and Backfill - Class II	20	L.F.	\$30.00	\$600.00	\$49.00	\$980.00	\$35.00	\$700.00
809.01.2	Trench Excavation and Backfill - Class III	50	L.F.	\$40.00	\$2,000.00	\$110.00	\$5,500.00	\$125.00	\$6,250.00
809.11.2	Removal and Replacement of Asphalt Plantmix and Aggregate Base	60	L.F.	\$100.00	\$6,000.00	\$135.00	\$8,100.00	\$150.00	\$9,000.00
TOTAL					\$212,179.00		\$230,404.00		\$364,763.00

# ALLEY SEWER PIPE BURSTING BETWEEN 7th & 8th FROM HOLMES TO TIGER

## PROJECT # 2-38-19-1-SWR-2014-41



PROJECT LOCATION

REVIEWED BY: SEWER DEPARTMENT

*David Smith*  
DATE: 4-29-14



MAYOR  
REBECCA L. NOAH CASPER  
CITY COUNCIL

BARBARA DEE EHARDT ED MAROHN  
THOMAS HALLY SHARON D. PARREY  
MICHAEL A. LEHTO DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR  
CHRIS H. FREDERICKSEN, P.E.

CITY ENGINEER  
KENT J. FUGAL, P.E., PTOE

2014

AS BUILT	
SCALE SHOWN IS PER SHEET 11 x 17 CITY	
CITY OF IDAHO FALLS	
ENGINEERING DEPARTMENT	
ALLEY SEWER PIPE BURSTING BETWEEN 7th & 8th FROM HOLMES TO TIGER	
DESIGN BY: KJF	DATE: 4-29-14
DESIGNED BY: KJF	DATE: 4-29-14
PROJECT NO: 2-38-19-1-SWR-2014-41	SHEET NO: 1 OF 5



# *City of Idaho Falls*

## *PUBLIC WORKS DIVISION*

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

## MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 9, 2014

Subject: **BID AWARD – SEWER REPLACEMENTS - 2014**

On May 20, 2014, bids were received and opened for Sewer Replacements – 2014 project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, TMC Contractors, Inc., in an amount of \$60,694.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in black ink, reading "Chris H Fredericksen". The signature is written in a cursive style with a large, stylized "C" and "F".

Chris H Fredericksen, P.E.  
Public Works Director

CF:jk

Attachment

c: Mayor  
Council  
Fugal

0-00-00-0-SWR-2014-39

2014-57

# City of Idaho Falls

## Engineering Department

### Bid Tabulation

Project..... Sewer Replacements - 2014

Number..... 0-00-00-0-SWR-2014-39

Submitted Kent Fugal, P.E., PTOE

Date..... May 20, 2014

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		TMC Contractors, Inc		3H Construction, LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
EARTHWORK AND BASES									
209.03.4	Removal of Curb and Gutter	20	L.F.	\$10.00	\$200.00	\$5.00	\$100.00	\$15.00	\$300.00
209.03.5	Removal of Sidewalk	5	S.Y.	\$18.00	\$90.00	\$19.00	\$95.00	\$20.00	\$100.00
PORTLAND CEMENT CONCRETE									
509.02.2	Combination Curb and Gutter - Type STAND,	20	L.F.	\$25.00	\$500.00	\$41.00	\$820.00	\$40.00	\$800.00
509.03.2	4" Flatwork	5	S.Y.	\$40.00	\$200.00	\$107.00	\$535.00	\$85.00	\$425.00
SANITARY SEWERS AND STORM DRAINS									
709.02.2	12" Pipe	244	L.F.	\$25.00	\$6,100.00	\$15.50	\$3,782.00	\$26.00	\$6,344.00
709.02.2	12" Ductile Iron Pipe	20	L.F.	\$25.00	\$500.00	\$67.50	\$1,350.00	\$47.00	\$940.00
TRENCH EXCAVATION AND BACKFILL									
809.01.2	Trench Excavation and Backfill - Class I	264	L.F.	\$25.00	\$6,600.00	\$23.00	\$6,072.00	\$28.00	\$7,392.00
809.11.2	Removal and Replacement of Asphalt Plantr	264	L.F.	\$80.00	\$21,120.00	\$36.25	\$9,570.00	\$56.00	\$14,784.00
SPECIAL PROVISIONS									
SP - 1	Install Lockable Ring and Cover	2 EACH		\$1,500.00	\$3,000.00	\$1,700.00	\$3,400.00	\$1,950.00	\$3,900.00
SP - 2	Replace Sewer Pipe at 285 W 15th St	1	L.S.	\$2,500.00	\$2,500.00	\$4,670.00	\$4,670.00	\$4,185.00	\$4,185.00
SP - 3	Replace Sewer Pipe at 2359 Brandon Dr	1	L.S.	\$11,500.00	\$11,500.00	\$8,750.00	\$8,750.00	\$18,252.00	\$18,252.00
SP - 4	Replace Sewer Pipe at 1080 Irving St	1	L.S.	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$3,160.00	\$3,160.00
SP - 5	Replace Sewer Pipe at 2160 Balboa Dr	1	L.S.	\$5,000.00	\$5,000.00	\$8,150.00	\$8,150.00	\$4,505.00	\$4,505.00
SP - 6	Replace Sewer Pipe at 185 Westmoreland Dr	1	L.S.	\$8,500.00	\$8,500.00	\$6,400.00	\$6,400.00	\$4,320.00	\$4,320.00
TOTAL				\$69,810.00		\$60,694.00		\$69,407.00	

# SEWER REPLACEMENTS - 2014

PROJECT # 0-00-00-0-SWR-2014-39

## PROJECT LOCATIONS



### MAYOR

REBECCA L. NOAH CASPER

### CITY COUNCIL

BARBARA DEE RHARDT

THOMAS HALLY

MICHAEL A. LEHTO

ED MAROHN

SHARON D. PARRY

DEE DAVID WHITTIER

### CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR  
CHRIS H. FREDERICKSEN, P.E.

CITY ENGINEER  
KENT J. FUGAL, P.E., PTOB

2014

REVIEWED BY: SEWER DEPARTMENT

*David C. Smith*  
DATE: 5-1-14



NO. 0011-1			
SCALE SHOWN IS FOR SHEET 11 OF 12 SHEETS			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
SEWER REPLACEMENTS - 2014			
DATE: 5/1/14	BY: KJF	CHECKED: KJF	DATE: 5/1/14
DESIGNED BY: KJF		DRAWN BY: KJF	
SCALE: AS SHOWN		SHEET NO. 1 OF 9	



# *City of Idaho Falls*

## **PUBLIC WORKS DIVISION**

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

## **MEMORANDUM**

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 9, 2014

Subject: **BID AWARD – ADA IMPROVEMENTS ON YELLOWSTONE AVENUE  
AND HOLMES AVENUE**

On June 3, 2014, bids were received and opened for ADA Improvements on Yellowstone Avenue and Holmes Avenue project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Richardson Concrete, Inc., in an amount of \$77,945.90 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

A handwritten signature in black ink, appearing to read "Chris H Fredericksen".

Chris H Fredericksen, P.E.  
Public Works Director

CF:jk

Attachment

c: Mayor  
Council  
Fugal

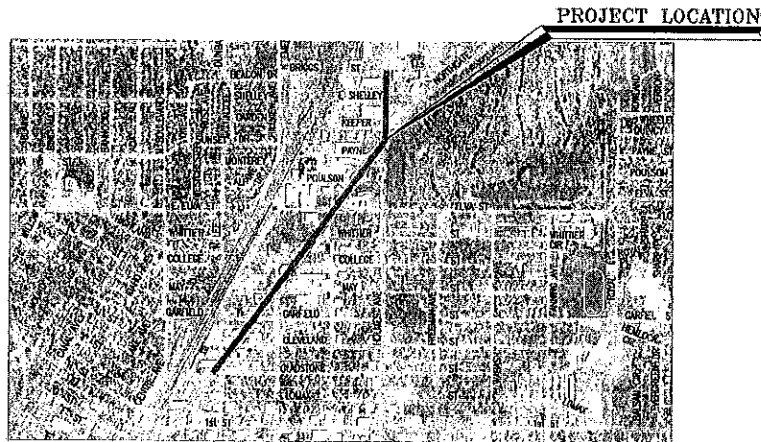
2-38-18-4-STR-2012-34

2014-58

Bid Tabulation			
Project..... ADA Improvements on Yellowstone and Holmes		Number..... 2-38-18-4-STR-2012-34	
Submitted : Kent J. Fugel, P.E., PTOE		Date..... June 3, 2014	

Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Richardson Concrete, Inc.		Thompson Paving, Inc.		DL Beck, Inc.		JM Concrete, Inc.		3H Construction, LLC		Rivers West Construction, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
PORTLAND CEMENT CONCRETE																	
509.02.2	Combination Curb and Gutter - Type STANDARD	1360	L.F.	\$28.00	\$38,080.00	\$31.85	\$43,316.00	\$29.85	\$40,596.00	\$27.40	\$37,264.00	\$35.00	\$47,600.00	\$45.00	\$61,200.00	\$75.00	\$102,000.00
509.03.2	6" Flatwork	534	S.Y.	\$40.00	\$21,360.00	\$64.85	\$34,629.90	\$74.35	\$39,702.90	\$89.25	\$47,659.50	\$125.00	\$66,750.00	\$228.00	\$121,752.00	\$225.00	\$120,150.00
TOTAL					\$59,440.00		\$77,945.90		\$80,298.90		\$84,923.50		\$114,350.00		\$182,952.00		\$222,150.00

# ADA IMPROVEMENTS ON NORTHGATE MILE & HOLMES AV PROJECT # 2-38-18-4-STR-2012-34



MAYOR  
REBECCA CASPER  
CITY COUNCIL

BARBARA DEE EHARDT  
THOMAS HALLY  
MICHAEL A. LEHTO

ED MAROHN  
SHARON D. PARRY  
DEE D. WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR  
CHRIS H. FREDERICKSEN, P.E.

CITY ENGINEER  
KENT J. FUGAL, P.E., PTOE

2014



APR 18/14			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
CITY OF IDAHO FALLS			
ENGINEERING DEPARTMENT			
ADA IMPROVEMENTS ON NORTHGATE MILE & HOLMES AV			
TITLE SHEET			
DESIGN	DATE	CC	BY
FOR NO. 1-30-10-4-STR-2012-34	12/2/14		
DESIGN	DATE	CC	BY
FOR NO. 1-30-10-4-STR-2012-34	12/2/14		
1 of 12			





# *City of Idaho Falls*

PUBLIC WORKS DIVISION

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

## MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 10, 2014

Subject: **CHANGE ORDER NO. 1 – PAVEMENT EQUIPMENT RENTAL - 2013**

Attached is Change Order No. 1 to the Pavement Equipment Rental – 2013 project. The Change Order provides additional compensation to the contractor to pay use tax for plantmix pavement bought and delivered to the paver by the City of Idaho Falls Street Department. The Idaho State Tax Commission has deemed that a 6% tax needs to be assessed for this material supplied by the City. The contractor was unaware that a use tax would be assessed and did not include this cost within the original bid. The total cost of this change order is \$9,413.96. This change order has been reviewed by the City Attorney.

Public Works recommends approval of this Change Order; and, authorization for Mayor and City Clerk to sign the documents.

Respectfully,

A handwritten signature in black ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.  
Public Works Director

CF:jk

Attachment

c: Mayor  
Council  
Fugal

0-00-00-0-STR-2013-01

2014-59

380 Constitution Way, Idaho Falls, ID 83402 • Phone (208) 612-8250 • Fax (208) 612-8570 or 612-8520

CITY OF IDAHO FALLS  
ENGINEERING DEPARTMENT

**Contract Change Justification**

Project: Pavement Equipment Rental - 2013

Project No: 0-00-00-0-STR-2013-01






Date: **June 5, 2014**

Requested By:

Change Order No: 1

Page Number: 1

The Idaho State Tax Commission has determined that TMC Contractors, Inc. (TMC) owes \$9,413.96 of sales and use taxes. This cost is for TMC supplying material on an equipment rental contract. Attached is the justification from the Idaho State Tax Commission for this cost that is deficient.

<u>Submitted</u>		<u>Recommended</u>	
By: 	By: 		
Name	Name	Kent J. Rugal, P.E., PTOE	
	Title	City Engineer	
	Date		Date

CITY OF IDAHO FALLS  
ENGINEERING DEPARTMENT

**Contract Change Order**

Project: Pavement Equipment Rental - 2013  
Project No: 0-00-00-0-STR-2013-01  
Date: (Enter Date)

Change Order No: (Enter #)  
Page Number: 2

**To: TMC Contractors, Inc.**

You are directed to perform the following changes or additional work, which were not included in the plans and specifications of your Contract.

TMC Contractors, Inc. shall pay Idaho State Tax Commission the deficiency of \$9,413.96 determined for the sales and use tax for the Pavement Equipment Rental – 2013 project.

Contract Time Adjustment: 0 Calendar Days

New Contract Completion Date: none

Contract Amount Prior to Change Order: **\$148,595.50**

Total Estimated Increase (Decrease) in Contract Amount: \$9,413.96

New Contract Amount: **\$158,009.46**

We, the undersigned Contractor, agree that if this proposal is approved, we will perform the work detailed above and accept payment at the prices shown for the respective items, in accordance with the terms of the original contract or as herein provided.

**Contractor Acceptance**

By: TMC Contractors, Inc.

Contractor

6-6-14

Date

By:

*Ter McMurtry*

Signature

President

Title

**Approved for City of Idaho Falls**

Date

Mayor

Attest, City Clerk

TMC CONTRACTORS INC  
COMPUTATION OF IDAHO SALES AND USE TAX DEFICIENCY  
CAG# 111361, 122147, 132246  
DATE 18-Apr-14

Project: APPLY TACK COAT TO CITY STREETS; PLACY ASPHALT  
Jobsite: IDAHO FALLS  
Prime Name: TMC CONTRACTORS INC

LN	TRANS- ACTION DATE	DESCRIPTION	REFERENCE	AMOUNT TAXABLE	TAX RATE	TAX	PENALTY 5%	INTEREST THRU DATE 20-Jun-14	TOTAL
1	31-Dec-11	Asphalt supplied by City of Idaho Falls CAG 111361 STR-2011	City of Idaho Falls data	91,101.68	6%	5,466.10	273.31	473.68	6,213.08
3	31-Dec-12	Asphalt supplied by City of Idaho Falls CAG 122147 STR-2012	City of Idaho Falls data	205,418.69	6%	12,325.12	616.26	580.46	13,521.84
5	31-Dec-13	Asphalt supplied by City of Idaho Falls CAG 132246 STR-2013	City of Idaho Falls data	147,109.55	6%	8,826.57	441.33	146.06	9,413.96

DAILY INTEREST ACCRUAL

\$2.92

443,630 26,618 1,331 1,200

EXHIBIT A

PAY THIS AMOUNT →

\$29,149



# *City of Idaho Falls*

PUBLIC WORKS DIVISION

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

## MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: June 9, 2014

Subject: **PROFESSIONAL SERVICES SUPPLMENTAL AGREEMENT WITH SIX MILE ENGINEERING – PANCHERI DRIVE, BELLIN ROAD TO SKYLINE DRIVE**

Attached is a Supplemental Agreement with Six Mile Engineering for the Pancheri Drive, Bellin Road to Skyline Drive project. The supplemental is for changes to the scope of work for the project, including adding traffic signal interconnect and modifications to the plans and specifications to accommodate the overall project budget. The total not-to-exceed compensation for this supplemental is \$13,200.00. The City will be responsible for 7.34% of this amount. This agreement has been reviewed by the City Attorney.

Public Works recommends approval of this professional service supplemental agreement; and, authorization for Mayor and City Clerk to sign the necessary documents.

Respectfully,

A handwritten signature in black ink, appearing to read "Chris H Fredericksen", written over a horizontal line.

Chris H Fredericksen, P.E.  
Public Works Director

CF:jk

Attachment

c: Mayor  
Council  
Fugal

2-37-23-2-STR-2010-30

2014-60



## Supplemental Agreement

ITD 2113 (Rev. 04-11)  
itd.idaho.gov

Key Number 11686	Project Name Pancheri Dr; Bellin to Skyline Dr	Project Number A011(686)	Program Number	Supplemental Number 2
Consultant Name Six Mile Engineering		Agreement Number 7597		Date Authorized

	Not-to-Exceed (NTE) Amount	Additional Services Amount	Agreement Amount	Fixed Fee Amount (Included in NTE)
Original Agreement	\$250,000.00	\$ .00	\$250,000.00	\$20,606.00
Previous Supplementals	\$87,700.00	\$ .00	\$87,700.00	\$4,460.00
This Supplemental	\$13,200.00	\$ .00	\$13,200.00	\$1,411.00
New Totals	\$350,900.00	\$0.00	\$350,900.00	\$26,477.00

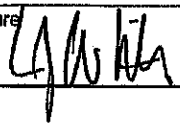
The Agreement dated December 15, 2010 between the State and Consultant is hereby modified as the parties hereto mutually agree.

Describe Changes to the Agreement (list all additional work and show method of payment and maximum cost)

Consultant will provide adjustments to the design project limits, roadway section, and traffic signal interconnect design, as detailed in the attached Scope of Work.

The agreement amounts are revised as shown in the table above.

The undersigned Consultant hereby agrees that if this Supplemental Agreement is approved, they will perform the work detailed above and accept payment at the prices shown for the respective items in accordance with the terms of the original Agreement, except as herein provided. **This Supplemental Agreement is not effective until approved by the Chief Engineer or his authorized representative.**

By reason of this proposed change, completion time will be adjusted as follows No change in completion time		Approved by Local Sponsor City of Idaho Falls	
Accepted By Six Mile Engineering		Local Sponsor Signature Showing Approval	Title
Signature 	Title PRESIDENT	District Engineer Signature (Approved for the State of Idaho)	

CAU \_\_\_\_\_

## **SUPPLEMENTAL SCOPE OF WORK**

PANCHERI DR, BELLIN RD TO SKYLINE DR, IDAHO FALLS  
PROJECT No. A011(686), KEY No. 11686

### **PANCHERI DR, BELLIN RD TO SKYLINE DR, IDAHO FALLS PROJECT No. A011(686), KEY No. 11686**

#### **SUPPLEMENTAL No. 2 SCOPE OF WORK**

This Supplemental is requested for the work not included in the services of our original project Agreement. Following are narratives of the additional work followed by a spreadsheet summarizing the labor hour and costs:

**Reduce Project Limits:** To reduce project construction costs to below the programmed budget, the project limits are being reduced. The beginning of the five-lane curb and gutter section moves from Sta. 35+85.62 in the Final Design Review Plans to Sta. 40+46.75. This requires redesigning the horizontal and vertical geometrics to connect to the existing roadway. One plan sheet is removed from each of the plan groups (removal, plan, signing and pavement markings, lighting) and revisions are needed to the typical sections, removal, plan, lighting, signing and pavement markings, and traffic control sheets. Quantities need to be re-calculated and checked, with revisions to Estimator and the roadway summary sheets.

**Reduce Pavement Section:** As requested by the City, American Geotechnics revised the Phase III Materials Report to reduce the granular borrow in the pavement section from 2.4' in the approved Phase III Materials Report to 0.9'. The 2.4' granular borrow depth was initially requested by the City to match the pavement section on ITD's Pancheri project. This change requires revisions to the roadway modeling to calculate excavation quantities and requires revisions to the typical section sheets, profile sheets, roadway summary and Estimator.

**Add Traffic Signal Interconnect:** The scope of work does not include interconnect conduit, and after coordinating with IF Power during preliminary design, conduit was routed from each the signal cabinet to a junction box for connection to IF Power's overhead fiber optic cable by IF Power. The City and IF Power requested interconnect conduit installed along the length of the project on the south side of Pancheri. This change requires revisions to all lighting plan sheets, the materials list sheet, traffic signal plan and details sheets and PHB plan and details sheets.



**PANCHERI DR, BELLIN RD TO SKYLINE DR**

**Project No. A011(686), Key No. 11686**

**SUPPLEMENTAL NO. 2 BUDGET**

<b>LABOR HOURS</b>				
<b>REDUCE PROJECT LIMITS</b>	<b>PE3</b>	<b>PE2</b>	<b>SE2</b>	<b>TOTAL</b>
Design horizontal and vertical geometry to connect to existing	3	11	21	35
Re-run roadway modeler to calculate catch slopes and earthwork quantities		3	5	8
Revise typical section (1 sheet), plan (2 sheets), profile (2 sheets), signing and pavement markings (2 sheets), lighting (1 sheet) and traffic control (1 sheet)	2	8	26	36
Recalculate and check quantities for Estimator and roadway summary (2 sheets)		2	3	5
<b>TASK TOTAL</b>	<b>5</b>	<b>24</b>	<b>55</b>	<b>84</b>
<b>REDUCE PAVEMENT SECTION</b>	<b>PE3</b>	<b>PE2</b>	<b>SE2</b>	<b>TOTAL</b>
Revise typical sections (3 sheets)	0.5	2	4	6.5
Re-run roadway modeler to calculate earthwork quantities		2	3	5
Revise quantities for profiles (13 sheets) and roadway summary (1 sheet)	0.5	2	4	6.5
<b>TASK TOTAL</b>	<b>1</b>	<b>6</b>	<b>11</b>	<b>18</b>
<b>ADD TRAFFIC SIGNAL INTERCONNECT</b>	<b>PE3</b>	<b>PE2</b>	<b>SE2</b>	<b>TOTAL</b>
Add interconnect conduit and junction boxes to lighting plans (12 sheets), materials list (1 sheet), signal plan and details (4 sheets) and PHB plan and details (4 sheets)	3.5	6	31	40.5
Calculate quantities and prepare cost estimate and SP	0.5	1	2	3.5
<b>TASK TOTAL</b>	<b>4</b>	<b>7</b>	<b>33</b>	<b>44</b>
<b>TOTAL LABOR HOURS</b>	<b>10</b>	<b>37</b>	<b>99</b>	<b>146</b>



COSTS			
LABOR	TOTAL HOURS	RAW LABOR	TOTAL COST
PE3 (L. White)	10	\$ 47.00	\$ 470
PE2 (J. Jones)	37	\$ 40.00	\$ 1,480
SE2 (L. Starchman)	99	\$ 29.00	\$ 2,871
Total Raw Labor	146	\$	4,821
		143.85%	6935.01
Overhead Multiplier		131.82%	6,355
Profit		12.0%	4,841
TOTAL LABOR COSTS			\$ 12,547
DIRECT EXPENSES			
N/A			\$ -
TOTAL DIRECT EXPENSES			\$ -
TOTAL PROJECT BUDGET			\$ 12,547

13166.73

HTM



*A Division of the City of Idaho Falls*

*"A community with its own kind of energy"*



## MEMORANDUM

**To:** Honorable Mayor and City Council  
**From:** Jackie Flowers, General Manager  
**Date:** June 9, 2014  
**Re:** Amend Contract with Battelle Energy Alliance for De-energization Work at Buildings in Idaho Falls

On December 9, the City Council approved an agreement with Battelle Energy Alliance (BEA) for Idaho Falls Power staff to isolate, de-energize, and re-energize high voltage components on BEA facilities in Idaho Falls. This support work is necessary to enable BEA to complete work internal to their electric system. Idaho Falls Power staff is qualified to do this work and it is consistent with work that staff frequently completes on our system. BEA has requested an amendment to this contract for both price and term. Attached is the proposed amendment to the contract, the City Attorney has reviewed the contract.

Idaho Falls Power respectfully requests City Council approve the amendment and authorize the Mayor to sign the document.

JRF/593

**AMENDMENT NO. 01 CONTRACT NO. 135988**  
**BATTELLE ENERGY ALLIANCE, LLC (BEA)**  
2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415  
OPERATING UNDER U.S. GOVERNMENT CONTRACT NO. DE-AC07-05ID14517

**To:** Idaho Falls Power  
140 S Capitol  
Idaho Falls ID 83402

**Effective Date:** 06/06/2014

**To:** Jackie Flowers  
**PH:** (208) 612-8444  
**EM:** [jflowers@ifpower.org](mailto:jflowers@ifpower.org)

This Amendment No. 01 is issued to add funding and extend the end date as follows:


1. **PRICE:** Section 6, is hereby modified as follows:
  - 6.1. The ceiling price of this Contract is \$2,000.00.

**Price Change Summary:**

Current Price:	\$1,000.00
Amendment Price:	<u>\$1,000.00</u>
Revised Ceiling Price:	\$2,000.00

7. **COMPLETION DATE:** Section 7, is hereby modified as follows:
  - 7.1. This Contract shall be in effect through 11/17/2015.

Except to the extent changed by this Amendment No. 01, or to the extent rendered inconsistent herewith, all of the terms and provisions of this Contract remain unchanged and continue in full force and effect.

<b>Subcontract Administrator:</b> Jeremy Bishop	<b>Telephone:</b> (208) 526-2207
	<b>Billing:</b> Accounts Payable, Send invoice in .pdf format to <a href="mailto:acctpay@inl.gov">acctpay@inl.gov</a> , ACH and W-9 to <a href="mailto:Vendorinfo@inl.gov">Vendorinfo@inl.gov</a> ; or Mail to: P.O. Box 1625, Idaho Falls, ID 83415-3117 Attn: Contract No. 135988
<b>Signed:</b>	<div> Jeremy Bishop</div> <div>Digitally signed by Bishop, Jeremy K (BISHUK) Date: 2014.06.06 14:41:40 06'00</div> <div>Date</div>
<b>Title:</b>	Subcontract Administrator
<b>Signed:</b>	<div>(Subcontractor's Official)</div> <div>Date</div>
<b>Title:</b>	
(BEA Use Only)	Return one signed copy of this Amendment to Jeremy Bishop



# CITY OF IDAHO FALLS

## PLANNING AND BUILDING DIVISION

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276      FAX (208) 612-8520      Building Department • (208) 612-8270

BGC-062-14

### MEMORANDUM

TO:           Honorable Mayor and City Council  
FROM:       Brad Cramer, Director  
SUBJECT:     Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Avalon Village Division No. 1  
DATE:        June 4, 2014

Attached is the application for a Final Plat, Development Agreement, and the Reasoned Statement of Relevant Criteria and Standards for Avalon Village Division No. 1. The Planning Commission considered this request at its May 6, 2014 meeting and recommended approval with the condition that the landscaping adjacent to Holmes be developed at the same time as the other infrastructure in the development. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.






























cc:       Rose Anderson, City Clerk  
          File

Attachments:   Vicinity Map  
                  Aerial Photo  
                  Final Plat  
                  Planning Commission minutes May 6, 2014  
                  Staff Report May 6, 2014  
                  Reasoned Statement of Relevant Criteria and Standards

Withdrawn  
by  
Division Director

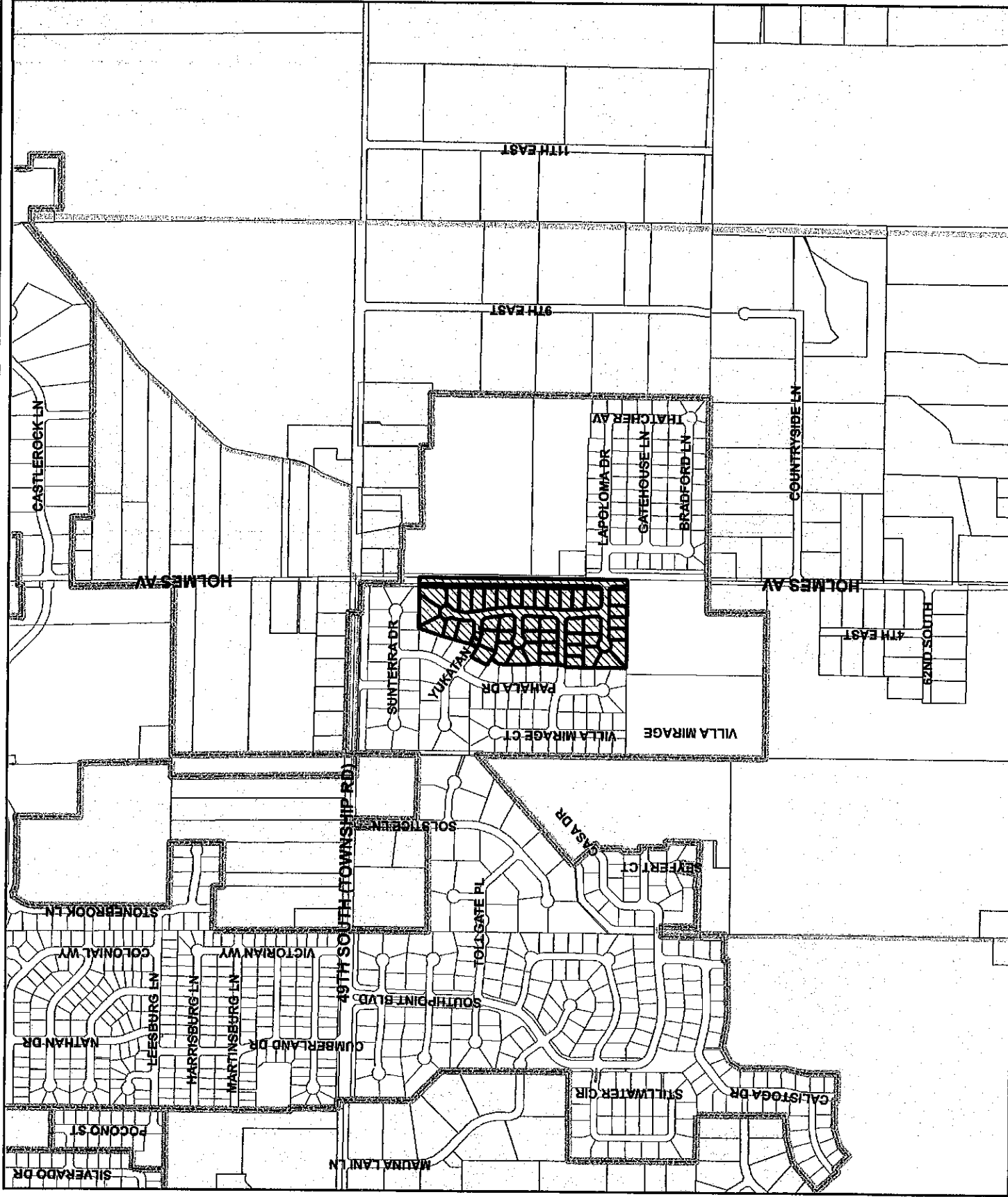


Legend

-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact



1" = 1,000'





STONEHEDGE CT

HARRISEURG LN

MARTINSEURG LN

GETTYSBURG LN

RICHMOND LN

49TH SOUTH (TOWNSHIP RD)

LOSTRAIL FL

WHISPERCAVE FL

YOLGATE FL

SOUTHPOINT BLVD

SPIRIT COVE

SHILLY BLVD

SOLSTICE LN

SUNTERRA DR

DIAMOND DR

CASA DR

VILLAMIRAGE CT

HOLMES AV

TRUSCOTT DR

LAPOLONA DR

CATEHOUSE LN

BRADFORD LN

THATCHER AV

1" = 600'

COUNTRYSIDE LN

SADONA SUMMIT DR

SOUTHPOINT BLVD

CAUSTOGA DR

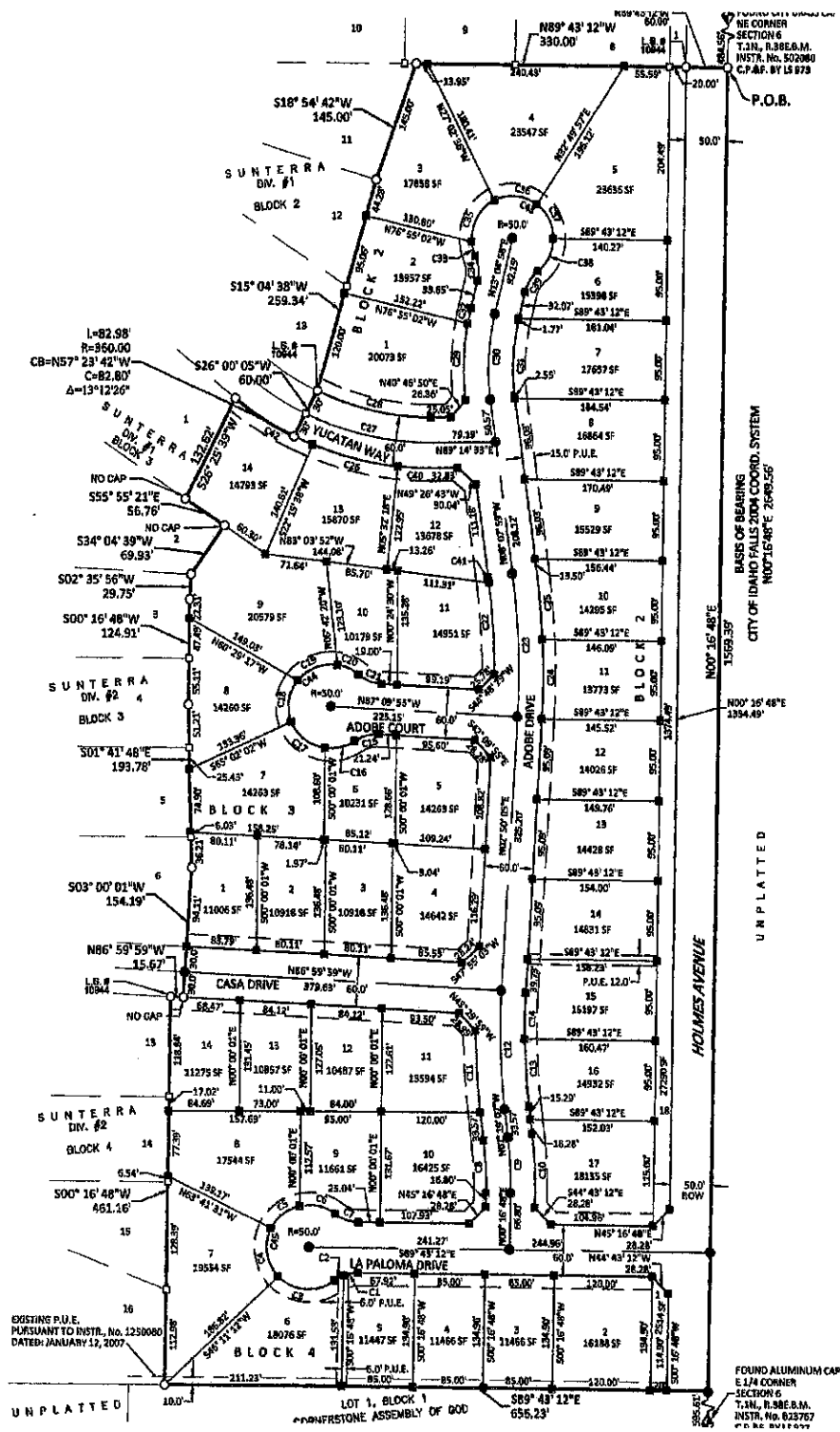
VILLAMIRAGE

CASANO

# AVALON VILLAGE

## DIVISION No. 1

AN ADDITION TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO  
BEING A PART OF GOV'T LOT 1 AND THE S.E. 1/4 OF THE N.E. 1/4 OF  
SECTION 6, T.1N., R.38E., B.M.  
SHEET 1 OF 2



FOUND ALUMINUM CAP  
E 1/4 CORNER  
SECTION 6  
T.1N., R.38E.B.M.  
INSTR. No. 033767  
P.O.B. 1977

# IDAHO FALLS PLANNING COMMISSION

CITY OF IDAHO FALLS PLANNING DEPARTMENT

P.O. BOX 50220

IDAHO FALLS, IDAHO 83405-0220

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May 6, 2014

7:00 p.m.

Planning Department  
Council Chambers

**MEMBERS PRESENT:** Commissioners George Swaney, Doug Branson, Brent Dixon, Natalie Black, George Morrison and James Wyatt.

**MEMBERS ABSENT:** Margaret Wimborne, Donna Cosgrove, Kurt Karst, and Leslie Polson.

**ALSO PRESENT:** Planning Director Brad Cramer, Assistant Planning Director Kerry Beutler, and interested citizens.

**CALL TO ORDER:** Chair Swaney called the meeting to order at 7:00 p.m. and reviewed the public hearing process.

**Minutes:** None.

**Business:**

**Final Site Plan: Lot 7, Block 1, H-S Division No. 1:** Beutler presented the staff report, a part of the record. The property is zoned RSC-1 which requires the site plan be reviewed by the Planning Commission and approved by the City Council. The property will be developed on an existing pad site in the Winco parking lot. Beutler showed the elevation drawings for the proposed store.

**Tamara Thompson, The Land Group Inc., civil engineer representing the applicant, Eagle, Idaho.** Thompson indicated that the franchise is from the mid-west, but is planning eight stores in Idaho in the next two years. Black asked if there were any remaining issues with the previous use being a fueling stations. Thompson indicated that the site has received a clean report from the EPA. All of the clean-up has occurred.

**Dixon moved to recommend to the Mayor and City Council approval of the final site plan. Morrison seconded the motion and it passed unanimously.**

**Final Plat: Avalon Village, Division No. 1:** Cramer presented the staff report, a part of the record. A previous plat was approved in this area under the name Sunterra. There is now a new



owner and they would like to change the name and modify the plat slightly. Road patterns and utility remain the same as was previously submitted. The proposed plat does include two additional lots. There will be a landscaped lot along Holmes Avenue. Staff recommends the Commission to consider a recommendation to have the landscaped lot constructed with the early stages of this plat. Also, Lot 17, Block 3 is a corner lot and does not meet the minimum requirements of being 10% larger and that will need to be changed prior to going to City Council. Dixon asked about the requirement for lots along Holmes to be deeper. Cramer indicated that the lots do meet the requirement. Wyatt asked about the storm drainage draining to a vacant lot in the next phase of development. Discussion on utilities and drainage followed.

**Dixon moved to recommend the Mayor and City Council approve the Final Plat for Avalon Village Division No. 1., with the condition that the landscape lot along Holmes Ave. be constructed with this phase. Black seconded the motion and it passed unanimously.**

**Public Hearings:**

**Planned Unit Development: St. Clair Estates, Division No. 13, 3<sup>rd</sup> Amended:** Beutler presented the staff report, a part of the record. The area is being developed with medical and professional offices. The purpose of the PUD is to address cross-access through the properties as well as a reduction in the setback from 20 to 15-feet. The property has been designed to meet the PUD requirements. Swaney opened the public hearing.

**Ryan Loftus, P.E., Aspen Engineering, Inc. representing the applicant, 10727 N. Yellowstone Hwy.** The property owner has no issues with the cross-access. Dixon asked about pedestrian access to the building from the rear of the property.

Swaney asked for further discussion, hearing none he closed the public hearing. He then asked for additional discussion from the Commission.

**Morrison made a motion to recommend to the Mayor and City Council approval of the Planned Unit Development for St. Clair Estates, Division No. 13, 3<sup>rd</sup> Amended. Dixon seconded the motion and it passed unanimously.**

**Conditional Use Permit: Lot 11, Block 2, Bowen Addition, Division No. 3:** Beutler presented the staff report, a part of the record. Odyssey received a previous conditional use permit for the charter school last year. This proposal includes an additional modular classroom as well as the conversion of the rest of the metal building that is on site. The previous conditions include the extension of the landscape strip across the north of the property which is shown as part of the site plan. The applicants have discussed the option of adding a 4<sup>th</sup> modular unit to their proposal. Swaney asked if the addition of the 4<sup>th</sup> modular was included in the notice for tonight. Beutler indicated that it was not. Swaney stated that they would be uncomfortable acting on a 4<sup>th</sup> unit if it has not been advertised.

**IDAHO FALLS PLANNING COMMISSION STAFF REPORT**

**Final Plat  
Avalon Village Division No. 1  
May 6, 2014**



**Planning and  
Building Division**

**Applicant:** Eagle Rock Engineering

**Location:** South of Township Road, west and adjacent to Holms, north of York Road

**Size:** 21.235 acres

**Number of Lots:** 46 (44 buildable)

**Average lot size:** 14,965 square feet (0.343 acres)

**Gross Density:** 2.07 units per acre

**Existing Zoning:** Site and surrounding area: R-1

**Existing Land Uses:** Site:  
vacant  
North, west: Single-family residential  
East: Vacant, single-family residential  
South: Vacant, church

**Attachments:**

1. Subdivision and Zoning Ordinance information
2. Comprehensive Plan Policies
3. Maps and aerial photos
4. Final Plat

**Requested Action:** To recommend to the Mayor and City Council approval of the final plat.

**Staff Comments:**

**History:** The property under consideration was approved with a final plat for Sunterra Division No. 3 in 2008. However, the plat was never recorded. The applicant has modified the lot sizes and increased the total number of lots from what was approved in 2008. The plat includes 44 buildable lots, 2 more than the preliminary plat showed in 2004. Staff feels the plat is still consistent with the preliminary plat. The road patterns are the same and there are landscaping lots adjacent to Holmes Avenue as discussed in the preliminary plat hearings.

**Subdivision Ordinance:** Staff has reviewed the plat, and one correction needs to be made prior to scheduling the plat for City Council. Block 3, Lot 17 is a corner lot, but is not 10% larger than the average lot size.

**Subdivision****Ordinance:** Boxes with an "X" indicate compliance with the ordinance requirement

<b>REQUIREMENTS</b>	<b>Staff Review</b>
Property is contiguous or adjacent to the City boundaries.	X Property is annexed
Building envelopes sufficient to construct a building.	X All lots meet minimum zoning ordinance requirements
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X All lots meet minimum zoning ordinance requirements
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X All lots have reverse frontage along Holmes
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA No commercial or industrial lots
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X Drainage will go temporarily to the vacant parcel to the southwest of the plat. There is currently sewer service in the area, but this is the final division of the Sunterra preliminary plat that will be able to be connected to the existing lift stations in the area.
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	Block 3, Lot 17 must be increased to 13,163

	square feet to comply with this requirement. All other corners lots comply.
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X Holmes Avenue: Major Arterial
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X Casa Drive and Yucatan Way align with previously platted streets
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	X All lots along Holmes have reverse frontage. There is 1 lot that is not 150' in depth, however Block 2, Lot 31 is a 20' wide landscape lot between Holmes and the residential lots.
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Yucatan Way, Adobe Court, Casa Drive, Adobe Drive, and La Paloma Drive: Local Roads
Minimum right-of-way widths are: 50 feet for 40 or less homes 60 feet for residential/commercial 70 feet for industrial	X All roads are 60 feet in width
Permanent dead end streets are less than 600 ft single family and 400 ft for all other uses.	X
Streets intersect at right angles (10% deviation allowed).	X
Minor streets are laid out to discourage through traffic.	X
Minimum street grades of .4% shall be required with the maximum grade being 7% for secondary and major streets and 10% for local or minor streets.	X
Curbs at street intersections shall be rounded with curves having a minimum radius of 25 feet.	X
No plat shall be laid out for the purpose of creating a spite strip.	X
All streets and alleys within the subdivision shall be dedicated for public use. The dedication of ½ streets is prohibited.	X
The minimum width of an alley is 20ft. Alleys may be required along the rear line of all business properties, and in the rear off all fronting major thoroughfares.	NA No alleys proposed
Residential block lengths shall not exceed 1300 ft, nor be less than 400 ft.	X

The City may prohibit the subdivision of any land that lies within the flood plain.	X The area is not within the 100-year flood plain
No unusual problems anticipated with public utilities.	X Utilities exist in the area. See notes on sewer above.

## **Zoning**

### **Ordinance:**

#### **R-1 Zone (Section 7-3)**

##### **Permitted uses:**

Any use permitted RP and RP-A  
 Single-family residential  
 Single-family attached residential with approved conditional use permit  
 (see 7-3-10)  
 Home occupations  
 Cemeteries and day cares with approved conditional use permit  
**Lot area:** 6,000 sq. ft. (minimum)  
**Lot width:** 50 ft sq. ft.  
**Setback:** 30 ft, Side yard 7 ½ ft min. or 8 inches for each foot of height, Rear yard 25 ft  
**Height:** 2 stories (maximum)  
**Lot coverage:** 40% (maximum)

### **Comprehensive Plan Policies:**

**Residential development should reflect the economic and social diversity of Idaho Falls. New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces and streets. (pg. 27)**

**Arterial streets should be located along the perimeter of residential neighborhoods, preferable at the square mile. At least one east-west collector and one north-south collector street should be located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic. (pg. 27)**

**Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard if applicable, setbacks. (pg. 28)**

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **FINAL PLAT OF AVALONG VILLAGE DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, IDAHO.**

**WHEREAS**, the applicant filed an application for approval of a final plat on April 4, 2014; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on May 6, 2014; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on June 12, 2014; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

The City Council considered the following criteria and standards and applied them to its final decision:

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is 21.23 acres located south of 49<sup>th</sup> South, east and adjacent to Holmes Avenue, and north of 65<sup>th</sup> South.
3. The property surrounding area is designated on 2013 Comprehensive Plan Future Land Use map as Low Density Residential.
4. Current zoning of the site and surrounding area is R-1 Residential Zone.
5. The property is currently vacant. Areas to the north and west are developing as single family residential. Area to the east includes single-family residential and vacant land. Area to the south includes a church and vacant land.
6. The proposed subdivision plat is in compliance with the subdivision ordinance if the landscape lot adjacent to Holmes is developed. All necessary easements and roadways are provided.
7. The proposed subdivision plat is consistent with the approved preliminary plat for Sunterra Division.

## **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the request for a Final Plat for Avalon Village Division No. 1 with the condition that the landscape lot adjacent to Holmes be developed at the same time as other infrastructure in the development.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

\_\_\_\_\_  
Rebecca Casper, Mayor



# **CITY OF IDAHO FALLS**

## **PLANNING AND BUILDING DIVISION**

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-064-14

### **MEMORANDUM**

TO: Honorable Mayor and City Council  
FROM: Brad Cramer, Director  
SUBJECT: Public Hearing for CDBG 2013 Consolidated Annual Performance and Evaluation Report (CAPER)  
DATE: June 4, 2014

As part of the CDBG reporting requirements, the City of Idaho Falls must annually conduct a public hearing to consider the Consolidated Annual Performance and Evaluation Report (CAPER), followed by a 15 day public comment period. The public comment period will begin on June 12, 2014 and conclude on June 27, 2014. After considering all comments a Resolution to approve the CAPER will be considered by the Mayor and Council on July 10, 2014.

cc: Rose Anderson, City Clerk  
File





# **CITY OF IDAHO FALLS**

## **PLANNING AND BUILDING DIVISION**

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BGC-061-14

### **MEMORANDUM**

TO:           Honorable Mayor and City Council  
FROM:       Brad Cramer, Director  
SUBJECT:     Planned Unit Development for a Medical Office, Lot 9, Block 13, St. Clair Estates  
                  Division No. 13, 3<sup>rd</sup> Amended; Reasoned Statement of Relevant Criteria and Standards  
DATE:        June 4, 2014

Attached is the application and Reasoned Statement of Relevant Criteria and Standards for a Planned Unit Development for a medical office building located on Lot 9, Block 13, St. Clair Estates Division No. 13, 3<sup>rd</sup> Amended. The Planning Commission considered this application at its May 6, 2014 meeting and recommended approval. Staff concurs with this recommendation. This item is now being submitted to the Mayor and City Council for consideration.

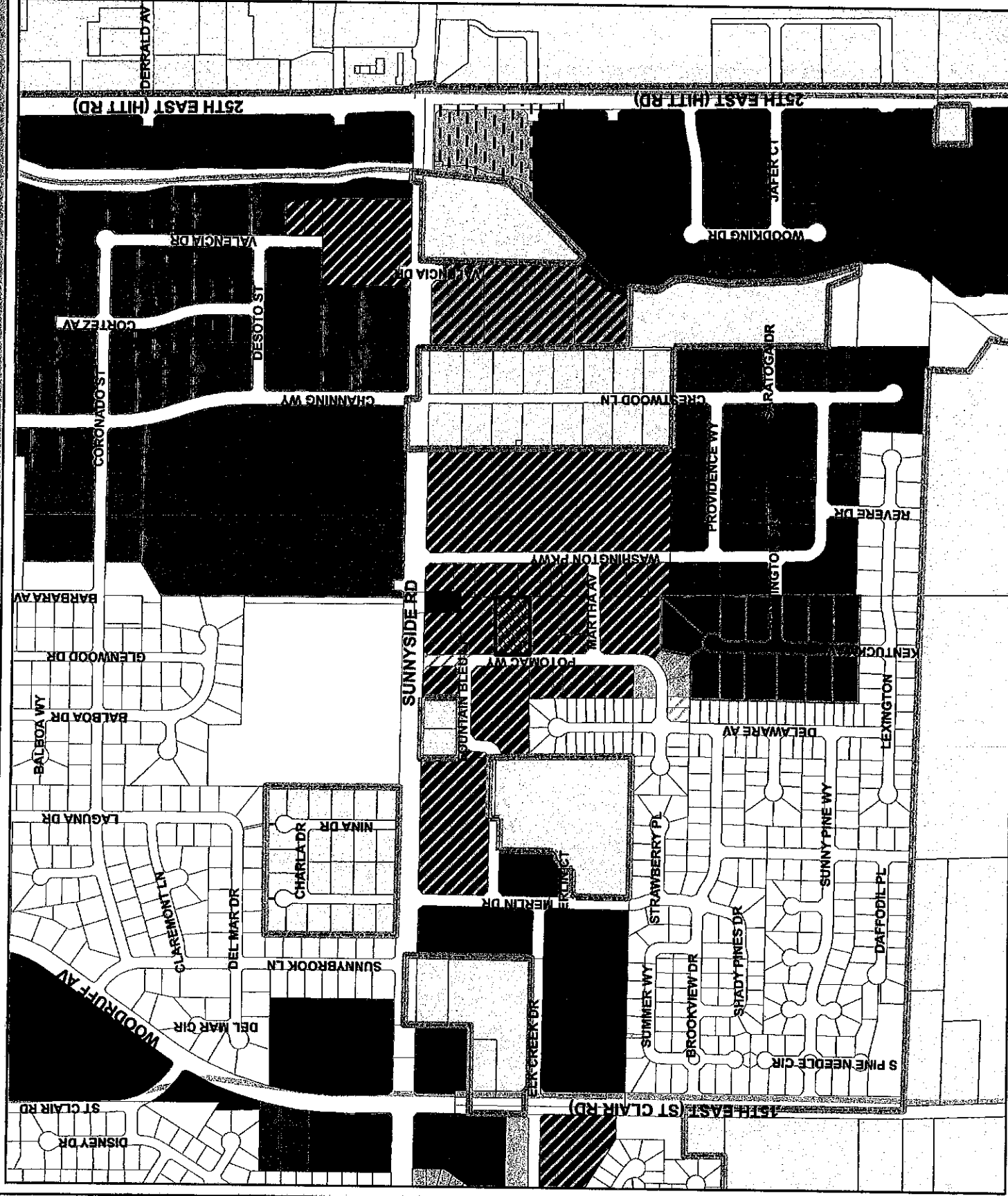
cc:       Rose Anderson, City Clerk  
          File

Attachments:   Vicinity Map  
                  Aerial Photo  
                  Site Plan  
                  Planning Commission Minutes May 6, 2014  
                  Staff Report May 6, 2014  
                  Reasoned Statement of Relevant Criteria and Standards



Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact
- Future Plat





1" = 300'

CHANNING WY

CRESTWOOD LN

PROVIDENCE WY

WASHINGTON PKWY

SUNNYSIDE RD

MARTHA AV

POTOMAC WY

DELAWARE AV

FOUNTAIN BLEU LN

FOUNTAIN BLEU LN

MERLING CT

STRAWBERRY PL

BROOKVIEW DR

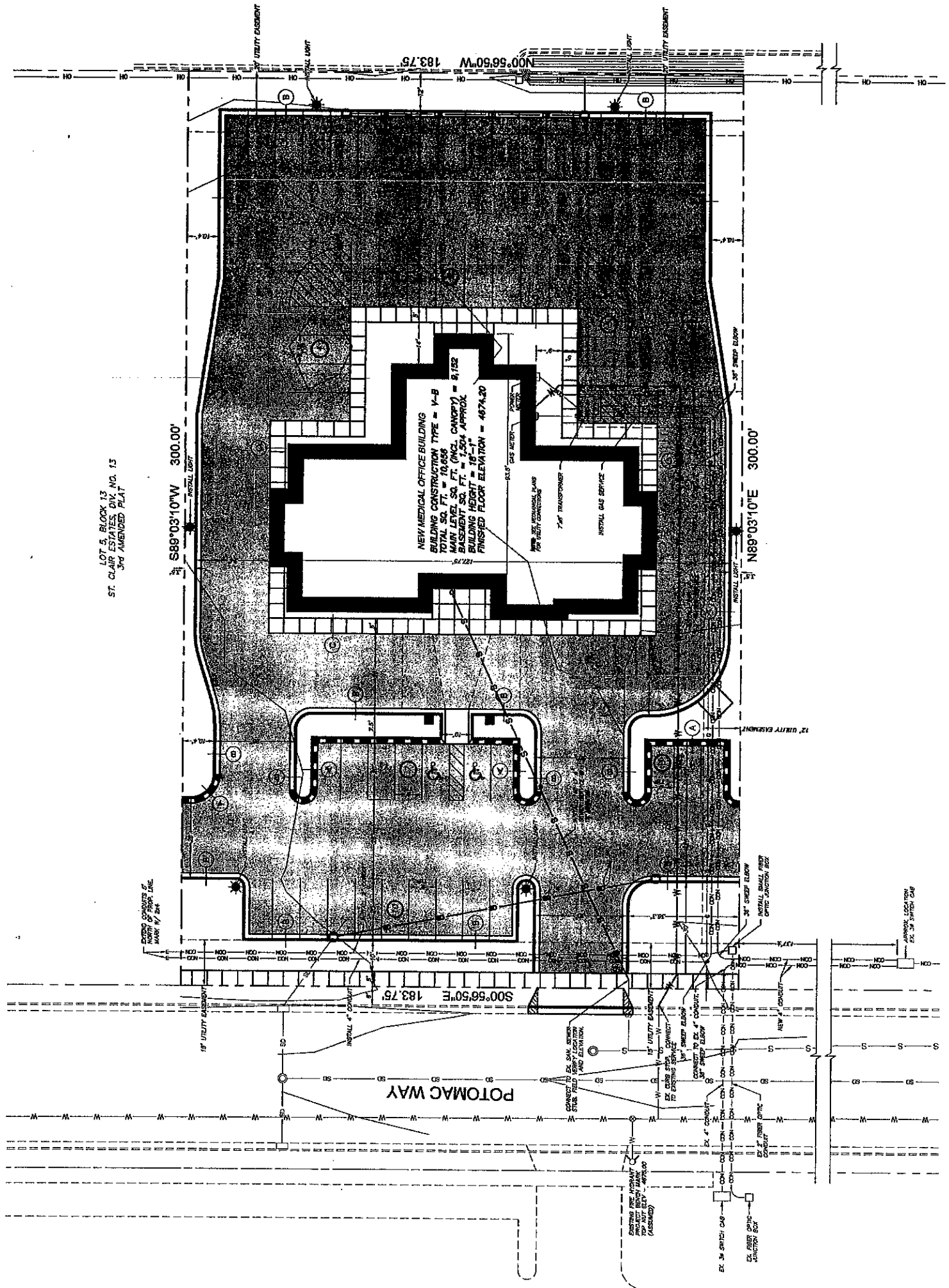
SHADY PINES DR

NINA DR

CHARLA DR

MERLIN DR

— EXTEND CONDUITS 5' NORTH OF PROP. LINE.



**IDAHO FALLS PLANNING COMMISSION STAFF REPORT**  
**St. Clair Estates, Division No. 13, 3<sup>rd</sup> Amended**  
**Planned Unit Development**  
**May 6, 2014**



Planning and  
Building Division

**Applicant:** Aspen  
Engineering, Inc.

**Location:** East of and  
adjacent to Potomac Way,  
south of Sunnyside Road

**Size:** Approx. 1.265 acres

**Existing Zoning:**

Site: P-B/ PUD

North: P-B/ PUD

South: P-B/ PUD

East: P-B/ PUD

West: P-B/ PUD

**Existing Land Use:**

Site: Vacant

North: Vacant

South: Vacant

East: Medical Office

West: Medical Office

**Future Land Use Map:**

Medical Services Center

**Attachments:**

1. Site Plan
2. Maps

**Requested Action:** To recommend to the Mayor and City  
Council approval of the Planned Unit Development.

**Staff Comments:** The area is currently zoned P-B,  
Professional Business, but includes a PUD designation. The  
PUD was created to address cross access throughout the  
development and a lesser front setback.

The enclosed site plan shows the driveway access  
connecting the lots to the north and south as required by the  
PUD and providing the cross access. The site plan also  
shows the reduced front setback and the required landscape  
strip adjacent to Potomac Way.

Staff has reviewed the site plan and finds it in compliance  
with City ordinance.

The objectives of the P-B Zone are to:

The objective in establishing the P-B Professional-Business Office Zone is to provide for business and professional offices, governmental and cultural facilities and certain other uses of a semi-commercial nature. This Zone is characterized by relatively high traffic volumes and a wide variety of office type buildings.

**Planned Unit Developments (PUD)**

1. Objectives: The objectives of permitting Planned Unit Developments are:

- a) To promote flexibility in design and permit diversification in the location of structures.
- b) To promote efficient use of land with a more economic arrangement of buildings, circulation systems, land use, and utilities.
- c) To provide for more useable and suitably located recreation facilities and other public and common facilities than would otherwise be provided under conventional land development procedures.

**Planned Unit Development:** A Planned Unit Development may be permitted as a conditional use within any zone, except the R-P Zone, subject to the provisions of this section and all other applicable laws or ordinances.

REQUIREMENTS	Staff Review
All regulations and the uses permitted shall be the same as those of the particular zone proposed for the development, except as otherwise provided in this section.	X
Minimum Lot Size and Setback Requirements. <ul style="list-style-type: none"><li>i) Setback shall be no less than fifteen (15) feet.</li><li>ii) Buildings shall not be less than twenty-five (25) feet apart in the rear yard.</li><li>iii) Buildings shall not be less than twelve (12) feet apart in the side yard.</li><li>iv) Buildings shall not be erected to a height greater than two (2) stories.</li></ul>	X
Common Open Space. Not less than twenty (20) percent of the gross area of a residential PUD shall be designated and maintained as common open space for the recreational and/or common use of the occupants. All areas not covered by buildings, parking spaces, sidewalks or driveways shall be planted into lawn, trees and shrubs, and otherwise landscaped and maintained in accordance with good landscape practice.	X P-B Zone requires the same 20% landscaping.
Parking Space. The required front yard and side yard which faces on a public street shall not be used for parking space but shall be landscaped and maintained, except for permitted driveways.	X

owner and they would like to change the name and modify the plat slightly. Road patterns and utility remain the same as was previously submitted. The proposed plat does include two additional lots. There will be a landscaped lot along Holmes Avenue. Staff recommends the Commission to consider a recommendation to have the landscaped lot constructed with the early stages of this plat. Also, Lot 17, Block 3 is a corner lot and does not meet the minimum requirements of being 10% larger and that will need to be changed prior to going to City Council. Dixon asked about the requirement for lots along Holmes to be deeper. Cramer indicated that the lots do meet the requirement. Wyatt asked about the storm drainage draining to a vacant lot in the next phase of development. Discussion on utilities and drainage followed.

**Dixon moved to recommend the Mayor and City Council approve the Final Plat for Avalon Village Division No. 1., with the condition that the landscape lot along Holmes Ave. be constructed with this phase. Black seconded the motion and it passed unanimously.**

**Public Hearings:**

**Planned Unit Development: St. Clair Estates, Division No. 13, 3<sup>rd</sup> Amended:** Beutler presented the staff report, a part of the record. The area is being developed with medical and professional offices. The purpose of the PUD is to address cross-access through the properties as well as a reduction in the setback from 20 to 15-feet. The property has been designed to meet the PUD requirements. Swaney opened the public hearing.

**Ryan Loftus, P.E., Aspen Engineering, Inc. representing the applicant, 10727 N. Yellowstone Hwy.** The property owner has no issues with the cross-access. Dixon asked about pedestrian access to the building from the rear of the property.

Swaney asked for further discussion, hearing none he closed the public hearing. He then asked for additional discussion from the Commission.

**Morrison made a motion to recommend to the Mayor and City Council approval of the Planned Unit Development for St. Clair Estates, Division No. 13, 3<sup>rd</sup> Amended. Dixon seconded the motion and it passed unanimously.**

**Conditional Use Permit: Lot 11, Block 2, Bowen Addition, Division No. 3:** Beutler presented the staff report, a part of the record. Odyssey received a previous conditional use permit for the charter school last year. This proposal includes an additional modular classroom as well as the conversion of the rest of the metal building that is on site. The previous conditions include the extension of the landscape strip across the north of the property which is shown as part of the site plan. The applicants have discussed the option of adding a 4<sup>th</sup> modular unit to their proposal. Swaney asked if the addition of the 4<sup>th</sup> modular was included in the notice for tonight. Beutler indicated that it was not. Swaney stated that they would be uncomfortable acting on a 4<sup>th</sup> unit if it has not been advertised.

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **PLANNED UNIT DEVELOPMENT FOR ST CLAIR ESTATES, DIVISION NO. 13, 3<sup>RD</sup> AMENDED, LOCATED GENERALLY EAST OF AND ADJACENT TO POTOMAC WAY, SOUTH OF SUNNYSIDE ROAD**

**WHEREAS**, the applicant filed an application for a Planned Unit Development on March 21, 2014; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 6, 2014; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 12, 2014; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 1.265 acre parcel located east of and adjacent to Potomac Way, south of Sunnyside Road.
3. This area is zoned P-B/PUD and has been developed with various medical and general office uses.
4. The Planned Unit Development was created to address cross access throughout the development and a reduced setback. The site plan shows cross-access to parcels to the north and south.
5. The 2013 Comprehensive Plan Future Land Use Map designates this area as Medical Services Center.
6. The Planned Unit Development complies with the purposes and requirements set forth within the Zoning Ordinance of the City of Idaho Falls.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Planned Unit Development for St Clair Estates, Division No. 13, 3<sup>rd</sup> Amended.



PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

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Rebecca Casper, Mayor



# **CITY OF IDAHO FALLS**

## **PLANNING AND BUILDING DIVISION**

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BGC-059-14

### **MEMORANDUM**

TO:           Honorable Mayor and City Council  
FROM:       Brad Cramer, Director  
SUBJECT:     Application to amend the Comprehensive Plan Future Land Use Map from Higher  
              Density Residential to Commercial for approximately 37 acres south of Pancheri Drive,  
              east of Skyline Drive and west of Interstate 15

Attached is the application and Reasoned Statement of Relevant Criteria and Standards to amend the Comprehensive Plan Future Land Use Map from Higher Density Residential to Commercial for approximately 37 acres of the area south of Pancheri Drive, east of Skyline Drive, and west of Interstate 15. The Planning Commission considered this request at its May 6, 2014 meeting and recommended approval by a 5-1 vote. This items is now being submitted to the Mayor and City Council for consideration.

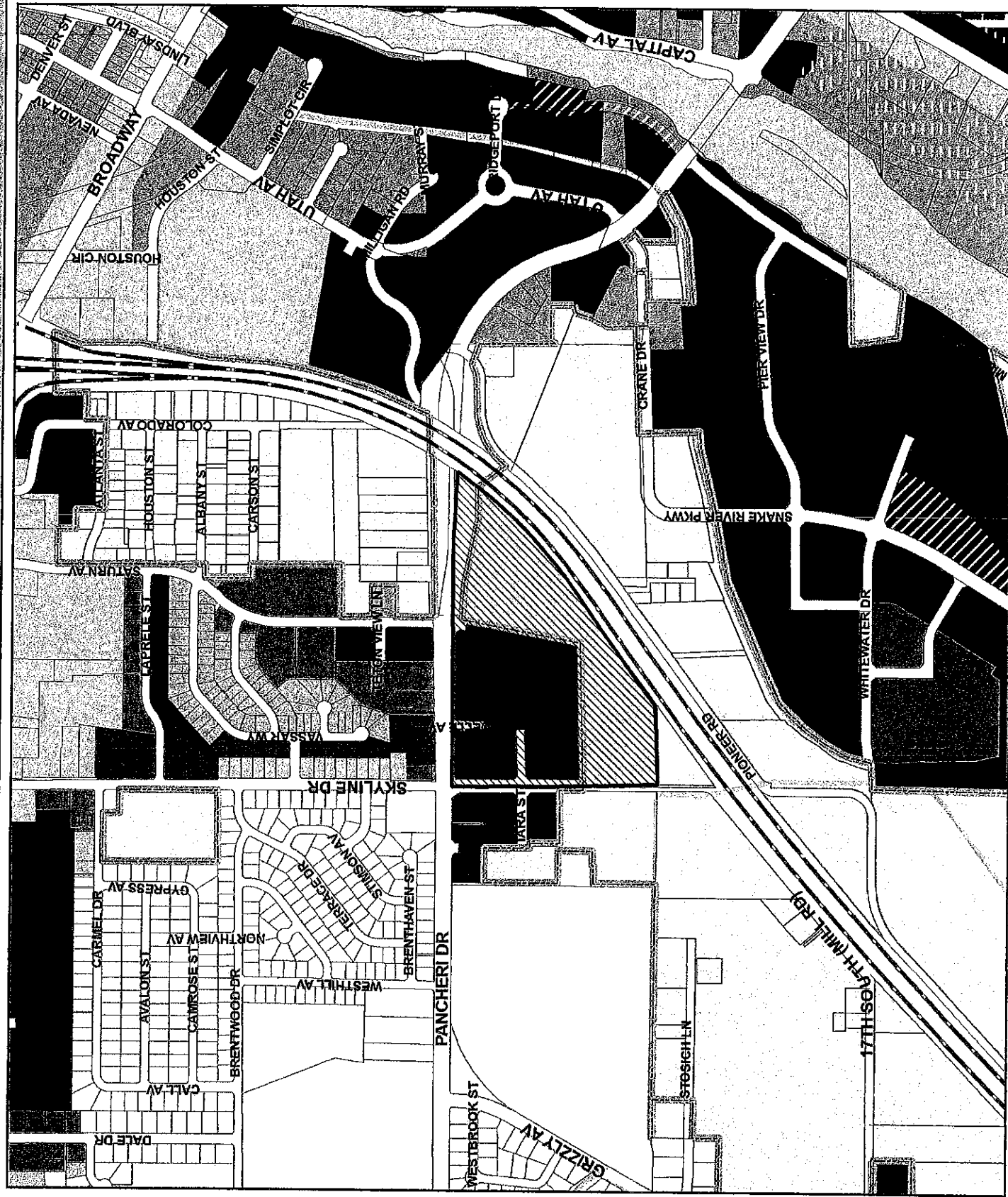
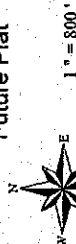
cc:       Rose Anderson, City Clerk  
          File

Attachments:   Vicinity Map  
                  Aerial Photo  
                  Planning Commission minutes May 6, 2014  
                  Staff Report May 6, 2014  
                  Reasoned Statement of Relevant Criteria and Standards



Legend














- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact
- Future Plat





# Comprehensive Plan Amendment

M&B Approx 36 Acres of the SW 1/4, Section 24, T2N, R37E

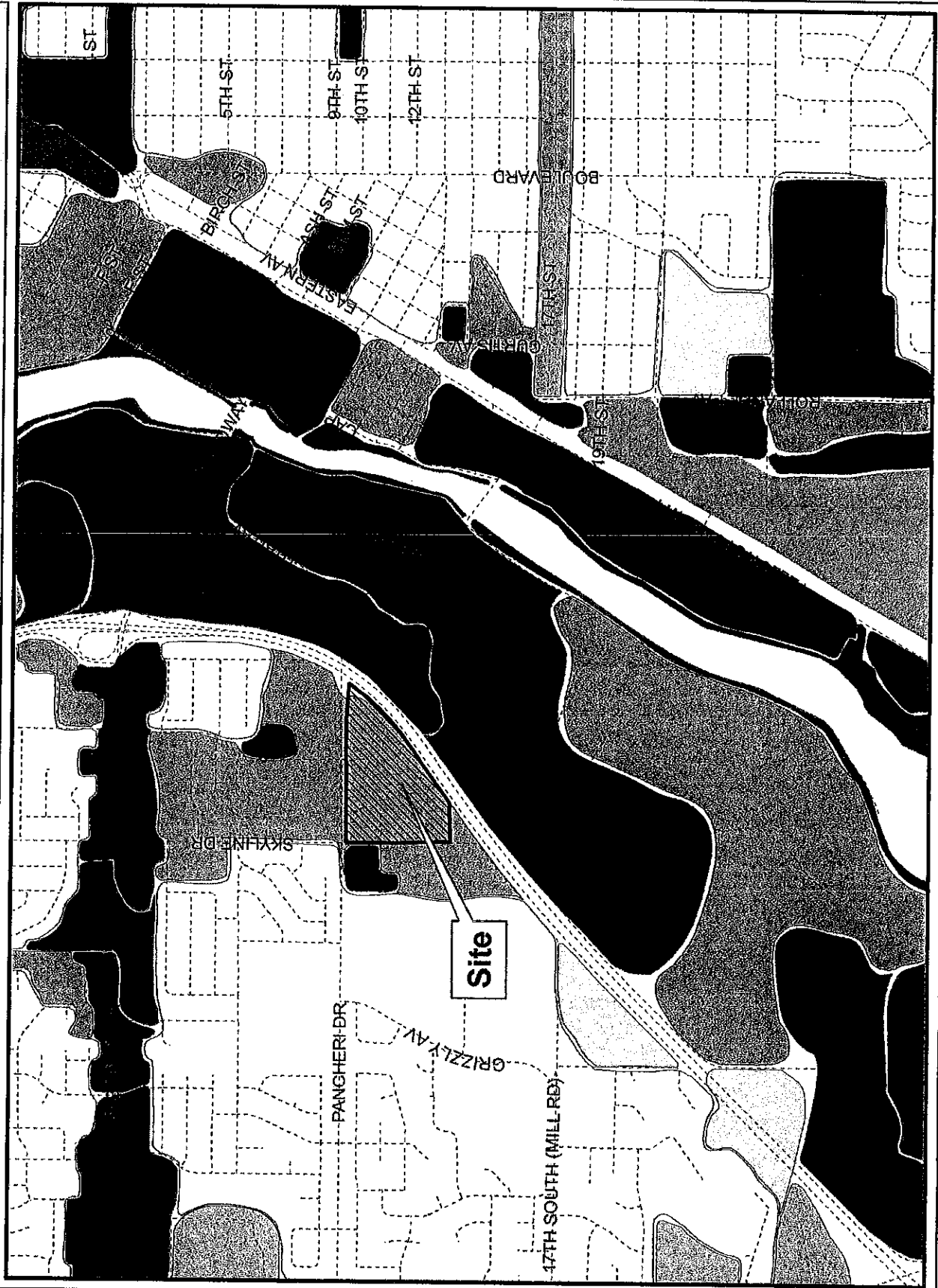
- |  |  |   |  |   |
|--|--|---|--|---|
|  Estate         |  Greenbelt Mixed Uses           |  Commercial              |  Higher Education Centers   |  Railroad-related industrial |
|  Low Density    |  Parks, Recreation              |  Employment Centers      |  Planned Transition         |   |
|  Higher Density |  Public Facilities, Open Spaces |  Medical Services Center |  Highway-related industrial |   |



## Comprehensive Plan



Planning Department  
P.O. Box 50220  
380 Constitution Way  
Idaho Falls, ID 83405  
(208) 612-8276



Swaney asked for further discussion, hearing none he closed the public hearing. He then asked for additional discussion from the Commission.

Morrison stated that he sees the property as being very limited in what can be done there. He is concerned about the loss of the ability to regulate the property through the conditional use permit process. Dixon indicated that he has similar concerns about the removal of the permit process. The main question with this property is how much traffic and parking the use will generate. Without the CUP process that question won't come back to the Commission for consideration.

Chairman Swaney asked for additional questions, hearing none he asked for a motion.

**Morrison moved to recommend denial of the rezone request from R-3 to R-3A for Lot 24, Block 1, Gustafson Park, Division No. 3, 2<sup>nd</sup> Amended to the Mayor and City Council. Dixon seconded the motion. The motion passed by a vote of 5 to 1. Wyatt voting no.** Wyatt indicated that he voted no because if other uses are proposed on the property they would have to meet the minimum requirements of the City.

**Comprehensive Plan Amendment from High Density Residential to Commercial located south of Panchari Drive and west of I-15:** Cramer presented the staff report, a part of the record. The comprehensive plan is intended to look at the area with broad brush strokes and whether what is happening in the area or items in the plan would support a change in this area to commercial. There is a mix of uses, zoning designations and comp plan designations in this area. Discussion followed about the amount of commercial and residential in the area and what the demand might be in the area for different uses.

**Matt Smith, 12601 West Explorer Drive, Suite 200, Boise Idaho.** The existing site is surrounded by commercial in this area. The freeway is not the most ideal place for residential. The commercial will allow for a buffering of uses. They will include a nice landscape buffer adjacent to the freeway. The development will increase the tax base, provide jobs as well as spur on other development in the area. Dixon asked why not develop down by Sunnyside where there is freeway access and the zoning is in place. Smith indicated that the client they are working with chose this location and would like to be closer to existing commercial.

**Carl Kolbet, 3659 N. 35<sup>th</sup> West, Idaho Falls.** Kolbet is associated with the property owners to the west of this development. They support development of the property in this area. It is time for this area of town to develop with some commercial uses.

**Colleen Hammon, 1315 S. Skyline Drive, Idaho Falls.** Property is located on the south of this development. They look forward to the development of the property, but do have a concern about buffering of their property. They realize any use within the HC-1 could be developed on the property and would like to make sure a buffer is installed with the development of the property. They are not ready to develop their property, but would not be opposed to having their property included within the comprehensive plan change. They would prefer a fence as a buffer. The fence would need to be of commercial quality, maintenance free and sturdy because of the

high winds. It also needs to be fire resistant because of several fires that have been started on their property as a result of the freeway. They have met with representatives of Zoke and discussed a retaining wall with a six foot fence on top. Zoke indicated they would install a fence and that it could be installed prior to the start of construction. Hammon is requesting the Planning Commission respectfully consider these items. Letter and photos provided by Mrs. Hammon provided to the Commission and entered into the record.

Swaney asked for further discussion, hearing none he closed the public hearing. He then asked for additional discussion from the Commission.

Black stated that the property has been listed a residential since 1967 and nothing has been built. Now with the proposed change it appears as though something might get built. Dixon commented that if we look at the zoning map a major portion of this is already zoned commercial so it doesn't appear to be as big of a choice. However, there is also a large area of commercial along Broadway to the north that is zoned commercial and has never developed. Swaney indicated his support of the change as there is actually development being proposed.

**Branson made a motion that they recommend the Mayor and City Council approve the Comprehensive Plan Amendment from High Density Residential to Commercial. Morrison seconded the motion. The motion passed 5 to 1. Dixon voting no.** Dixon indicated that he is not convinced one way or the other and would like additional information about the demand for more commercial land within the area.

**Revised Preliminary Plat, Annexation of approximately 17.267 acres with Initial Zoning of HC-1, Rezone to HC-1 and Final Plat for Freeway Commercial Center, Div. No. 3:** Cramer presented the staff report, a part of the record. Cramer went through map slides for each action item detailing the different boundary lines for each application type. All proposed roads within the plat line up with existing road alignments. Cramer indicated that there had been some initial discussions about maintenance of the storm pond and asked that the applicant address their intentions for the storm pond as part of their presentation. Cramer indicated that the previous annexation agreement required a 30' wide landscape strip along Pancheri Drive and staff recommends this condition be extended to this annexation.

**Matt Smith, 12601 West Explorer Drive, Suite 200, Boise Idaho.** Smith presented the conceptual site plan for Camping World's lot. They have agreed with the Hammons to build a retaining wall with a fence on top to create a sound buffer. The building will be oriented toward the freeway so that it is attractive. Smith indicated that they would like to maintain the landscaping associated with the drainage feature and that will need to work out with the City as part of the annexation agreement.

**Carl Kolbet, 3659 N. 35<sup>th</sup> West, Idaho Falls.** Kolbet is associated with the property owners to the west of this development. They have owned the property to the west of this development that has been developed. They would like to see development of this type in this area. They are in support of the application.

**IDAHO FALLS PLANNING COMMISSION STAFF REPORT**  
**Comprehensive Plan Amendment**  
**Higher Density Residential to Commercial**  
**Approximately 36 acres southwest of the Pancheri/I-15 overpass**  
**May 6, 2014**



Planning and  
Building Division

**Applicant:** Zoke, LLC

**Location:** South and adjacent to Pancheri west and adjacent to I-15, east and adjacent to Skyline

**Size:** Approximately 36 acres

**Existing Zoning:** Site C-1, County A-1

North: R-2A, R-3A, C-1, I&M-1, County C-1

East: C-1, County A-1 and I&M-1

West: C-1, County A-1

**Existing Land Uses:** Site: vacant

North: Single and multi-family residential, boat sales and storage, contract construction services

East: Vacant, storage units, single-family residential

South: Single-family residential, vacant

West: Professional office, vacant/ag, single-family residential

**Attachments:**

1. Comprehensive plan policies
2. Maps and aerial photos

**Requested Action:** To recommend to the Mayor and City Council approval of an amendment to the Comprehensive Plan Future Land Use Map.

**History:** The area under consideration has been designated as some type of residential use since the 1967 Comprehensive Plan, with the exception of the 1993 Comprehensive Plan which showed the area as Commercial. The area was changed back to Higher Density Residential in the 2000 plan.

**Recent Changes in Surrounding Area:** Most recent construction projects in the area include medical and dental offices to the west, the reconstruction of the Pancheri/I-15 overpass, and the recent approval of the Eagle Ridge Preliminary plat east of I-15. To the north the most recent construction was the Two Top apartment complex, built between 2004-2005.

Zones consistent with Higher Density Residential designation include R-2, R-2A, R-3, R-3A, and C-1 on a limited basis. Zones consistent with the Commercial designation include R-3A and PB on a limited basis, RSC-1, C-1, HC-1, CC-1, and GC-1 in some circumstances.

The 2013 Comprehensive Plan includes policies which may justify either Higher Density Residential or Commercial at the proposed location. An extensive review of these policies is included on the following pages.



**Transportation  
Plan:**

Pancheri and Skyline—Minor Arterials  
I-15 Expressway  
Saturn, Joelle—Local roadways

**Comprehensive  
Plan Policies:**

**Higher Density Residential**—Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre

**Commercial**—Retail shops, restaurants, and offices

Through talking to the City's residents and asking them for their ideas, the Commission, as author of this plan, has learned that we want to see an Idaho Falls that has inviting, landscaped entrance ways that communicate that this is a city rich in trees and green space. (page 5)

People continue to tell us at citizen participation events they are concerned about the appearance of the entrance ways to the City. Some were concerned with open storage adjacent to the entrance ways, especially I-15, by public and private entities. Most residents wanted more landscaping on our entryways. The desired image was one of landscaped roadways, uncluttered by open storage and signs, inviting people to visit, live and invest in our community. (page 9)

**Entryways Programs: Prepare and adopt an overlay zone to require landscaping on the City's entryways.** Public sector participation is only one portion of the development along the City's entrances. Using an overlay zone approach, write a zoning ordinance amendment to require landscaping adjacent to I-15, Yellowstone Highway, Broadway, Sunnyside Road, and Holmes Avenue when private development or redevelopment occurs. (page 9)

**Control the type, location, and number of signs.** A review of the sign code should assure needed signs are provided without compromising the attractiveness of the entryways to the city. (page 11)

**Understand the demand for retail in the region.** Idaho Falls is a regional market; however, even a regional market has limits as the number and location of vacant facilities illustrate. When long-term vacant buildings and properties make it apparent the space for retail and related commercial service exceeds the demand, we need to seriously consider zoning for different uses than retail and related services. (page 23)

People told us we should be concerned with how well things work. We need to be less concerned about how many acres of commercial land we need and more concerned about how the commercial land use works. Our

highway commercial can be attractive concentrations of vital shops and offices or it can be the usual asphalt strips broken by signs, billboards, and convenience and retail stores. Commercial development can complement adjacent residential areas or it can be an intrusion into those neighborhoods we increasingly see as havens. We need to manage growth to minimize disruption, to create linkages, and to improve the attractiveness of our community. (page 26)

**Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services. Lots at the corners shall be of sufficient size to assure any access to the arterial, if permitted, shall be in accordance with the guidelines of the 2012 Updated Access Management Plan prepared by the Bonneville Metropolitan Planning Organization.** (page 28)

**Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street.** Apartments and townhouses are located adjacent to arterial and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets. (page 30)

To improve the attractiveness of our entrance ways, we must redevelop our commercial strips with perimeter landscaping, limited signs, and vital businesses. (page 32)

**Plan for different commercial functions within the City of Idaho Falls.** Private developers recognize there are different types of commercial development serving different customers. In our planning, we need to understand these different functions and require different site standards. (page 33)

Highway commercial development provides space for those functions depending on major road frontage such as automotive dealerships, motels, restaurants and banks with drive-in facilities. To accommodate at least twenty feet of landscaping adjacent to the street, on or more rows of parking pedestrian aisles and loading and serve areas, the minimum depth required for highway commercial is at least 100 to 200 feet. (page 33)

**Require perimeter landscaping for new commercial development.** Perimeter landscaping in all zones along our major highways will reduce

the visual impact of parking areas and create more attractive entrance ways. To be effective, perimeter landscaping twenty to thirty feet in width is needed. The Urban Land Institute notes landscaping at least ten percent of the total site and twenty percent of the parking area is reasonable for commercial development. (page 34)

**Cluster community commercial centers and highway commercial rather than encourage strip commercial along arterial streets.** Strip commercial development reduces the traffic carrying capacity of arterial streets, encourages both commercial and residential property to deteriorate, scatters commercial services and requires more parking facilities. (page 34)

**Regional commercial centers, as other major traffic generators, should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets.** Convenient access and visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs. (page 34)

**Buffer commercial development, including services, from adjacent residential development.** We were told by many people commercial development should be buffered from adjacent residential development. For example, residential uses across the street from commercial properties will benefit from perimeter landscaping, buildings towards the front of the lot, and parking in the rear. Residential uses in the rear of commercial properties will benefit from parking areas in the front of the lot buildings to the rear, and landscaping and fencing in the rear of the lot. (page 35)

**Higher density housing such as apartments are adjacent to collector and arterial streets.** (page 44)

**Locate regional facilities which generate major traffic on or within one-half mile of regional highways.** By locating major traffic generators such as regional shopping centers, regional employment centers, and large public facilities near existing highways with the capacity to handle additional traffic, we prudently use our past investments and assure we, as a community, do not have to build extensive facilities to accommodate traffic generated by growth. Existing regional centers include downtown Idaho Falls, the shopping areas at the intersection of 17<sup>th</sup> Street and 25<sup>th</sup> East (Hitt Road) and Yellowstone and Anderson, tourist facilities on Lindsay Boulevard, and medical facilities at Channing and Sunnyside. A new regional shopping and employment center is designated at the intersection of I-15 and Sunnyside Road. Towards the end of the planning period, the intersection of U.S. 20 and Lewisville Highway may develop as another regional shopping and employment center. (page 45)

**TABLE 4**  
**Future Demand for Land by Land Use by**  
**Approximate Number of Acres to 2025**

Land Use, 2025	Acres	
	Low Projection	High Projection
Single Family Homes	4,500	5,300
Multi-Family Homes	700	800
Retail and Offices	800	900
Institutional	850	1,000
Warehousing/manufacturing/ communication and utilities	1,900	2,200
Parks, Recreation, Open Space	800	900
Rights-of-way	3,100	3,500
Vacant, agriculture	3,500	4,300
<b>Total</b>	<b>16,150</b>	<b>18,900</b>

**SOURCE:** *Listening to the Community*, Abby Bryne, January, 2000; land use projections prepared by Clinton Boyle, Idaho Falls Planning Department, 1997, and Renee Magee, Idaho Falls Planning Department, 2013.

The estimates for approximate land uses are based on the following assumptions:

- (1) the proportion of land uses to population will be same in 2025 as in 2008,
- (2) densities will remain substantially similar in 2025 to 2008,
- (3) the proportion of single family homes to multi-family homes will remain the same,
- (4) the proportion of vacant land and buildings and rights-of-way will remain the same.

The future land use map reflects the projected population, future demand for land, and the policies found in the previous pages of this plan as well as future projects of Idaho Falls utilities and transportation plans of the Bonneville Metropolitan Planning Organization. Many of the policies discussed in the past pages are further refined in the following introduction to the land use map.

Adopted, December 19, 2013

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

**AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP FROM HIGHER DENSITY RESIDENTIAL TO COMMERCIAL, APPROXIMATELY 37 ACRES LOCATED GENERALLY SOUTH OF PANCHERI DRIVE, EAST OF SKYLINE DRIVE, AND WEST OF INTERSTATE 15.**

**WHEREAS**, the applicant filed an application for an amendment to the Comprehensive Plan on April 4, 2014; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 6, 2014; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 12, 2014; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

### **I. RELEVANT CRITERIA AND STANDARDS**

The City Council considered the following criteria and standards and applied them to its final decision:

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The area is approximately 37 acres located south and adjacent to Pancheri Drive, east and adjacent to Skyline Drive, and west and adjacent to I-15.
3. The subject property with the City's designated Area of City Impact. A portion of the property has been annexed and zoned C-1 Limited Business Zone.
4. The area has been designated as Higher Density Residential for most of the time period from 1967 to the present, with the exception of the 1993 Comprehensive Plan. In the 1993 plan, the area was designated as Commercial. In the 2000 Comprehensive Plan the area was changed back to Higher Density Residential.
5. On the Future Land Use Map of the Comprehensive Plan, areas to the north are designated as Higher Density Residential and Low Density Residential, areas to the east are designated as Commercial and Greenbelt Mixed Uses, areas to the south are designated as Greenbelt Mixed Uses.
6. Areas to the north of the area are zoned R-2A, R-3A, C-1, I&M-1, and County C-1. Area to the east are zoned C-1, County A-1, County I&M-1. Area to the south is zoned County A-1. Area to the west are zoned C-1 and County A-1.
7. The area under consideration is currently vacant.
8. Recent changes in land use in the surrounding area include medical and dental offices to the west, the reconstruction of the Pancheri/I-15 overpass, the annexation and approval of the Eagle Ridge plat to the east, and an apartment complex to north built between 2004-2005.

9. The 2013 Comprehensive Plan encourages development of higher density housing, quasi-public services, or community/neighborhood commercial services at arterial corners. Pancheri Drive and Skyline Drive are both classified as minor arterials.
10. The 2013 Comprehensive Plan encourages the clustering of commercial centers rather than strips of commercial development. It also encourages the development of commercial centers within one-half mile of major state thoroughfares or other regional highways and where the development may be served by existing arterial roadways.

## II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the request to amend the 2013 Comprehensive Plan Future Land Use Map from Higher Density Residential to Commercial for approximately 37 acres south of Pancheri Drive, east of Skyline Drive, and west of Interstate 15.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

\_\_\_\_\_  
Rebecca Casper, Mayor



# **CITY OF IDAHO FALLS**

## **PLANNING AND BUILDING DIVISION**

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276      FAX (208) 612-8520      Building Department • (208) 612-8270

BGC-060-14

### **MEMORANDUM**

TO:           Honorable Mayor and City Council  
FROM:       Brad Cramer, Director  
SUBJECT:   Annexation with Initial Zoning of HC-1, Final Plat, Rezoning from C-1 to HC-1,  
              Annexation Agreement, and Reasoned Statement of Relevant Criteria and Standards,  
              Freeway Commercial Division No. 3.  
DATE:       June 4, 2014

Attached is the application for Annexation with Initial Zoning of HC-1, Final Plat, Rezoning from C-1 to HC-1, Annexation Agreement, and Reasoned Statement of Relevant Criteria and Standards for Freeway Commercial Division No. 3. The Planning Commission considered this request at its May 6, 2014 meeting and recommended approval with the condition that landscaping along Pancheri Drive be 30 feet in width. This item is now being submitted to the Mayor and City Council for consideration.

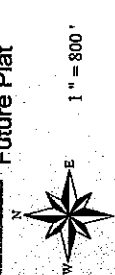
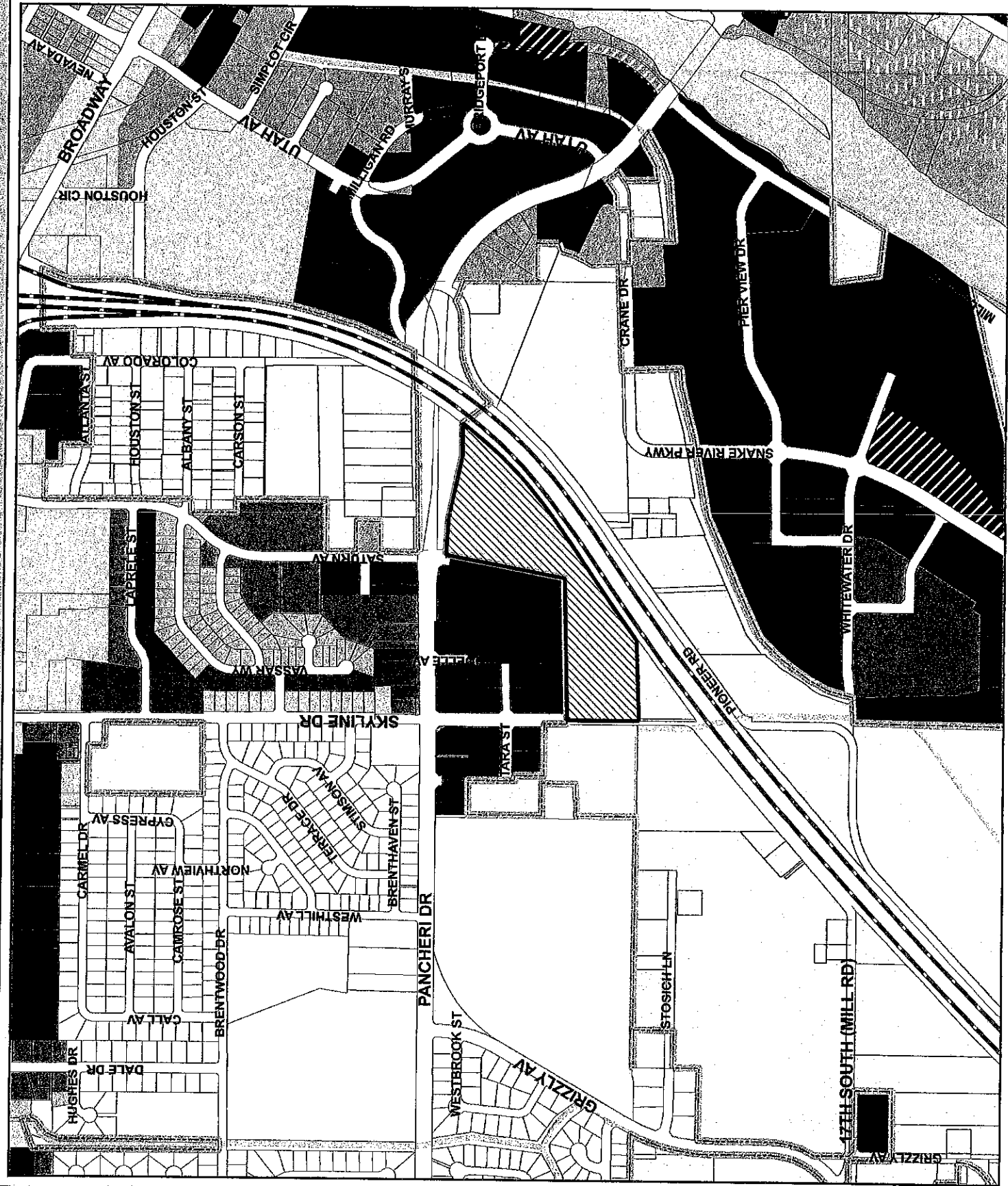
cc:       Rose Anderson, City Clerk  
          File

Attachments:   Vicinity Map  
                  Aerial Photo  
                  Final Plat  
                  Planning Commission minutes May 6, 2014  
                  Staff Report May 6, 2014  
                  Reasoned Statement of Relevant Criteria and Standards



Legend

- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact
- Future Plat





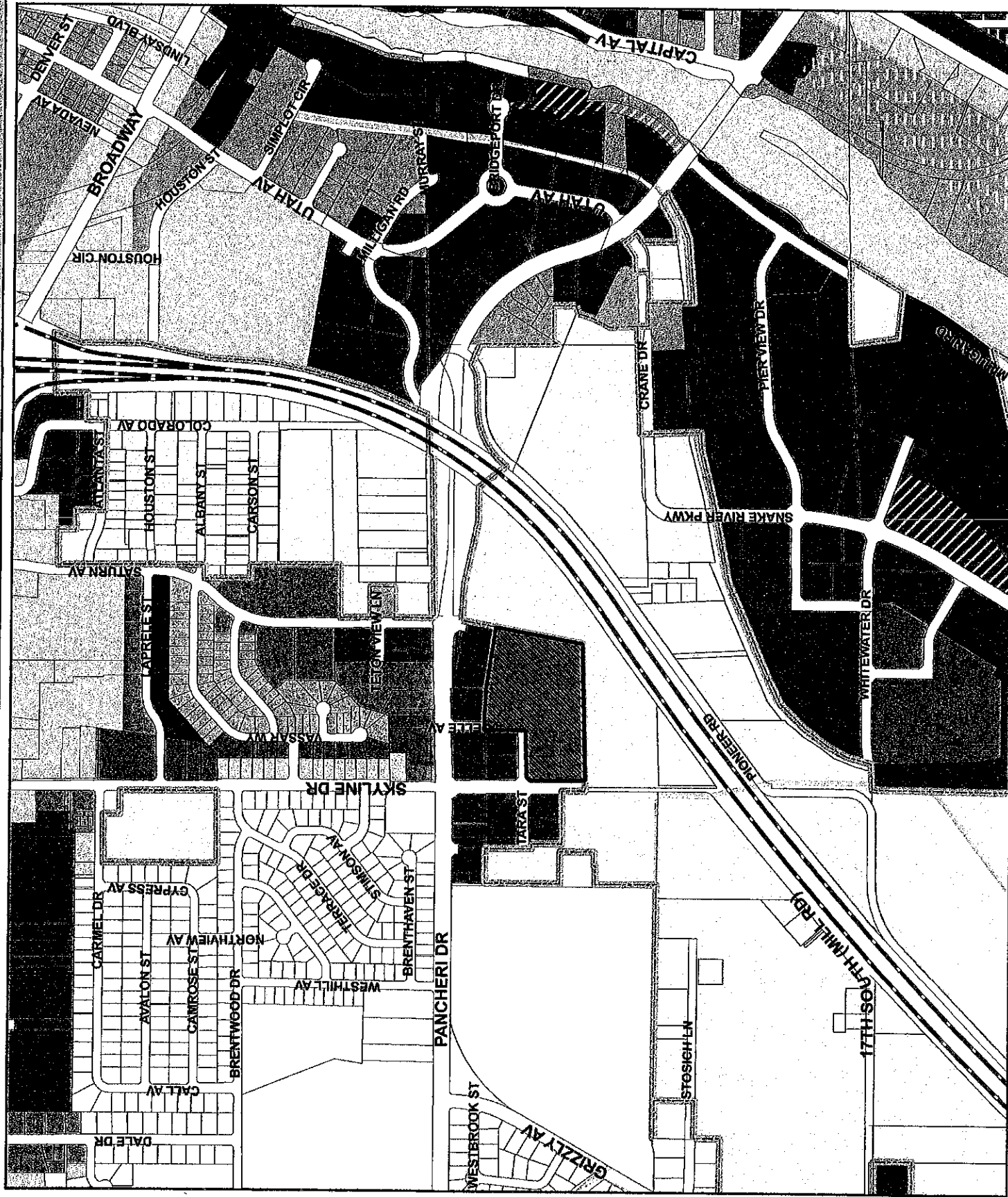
# Rezone

M&B: Approx 9.854 Acres of the SW 1/4, Section 24, T2N, R37E



## Legend

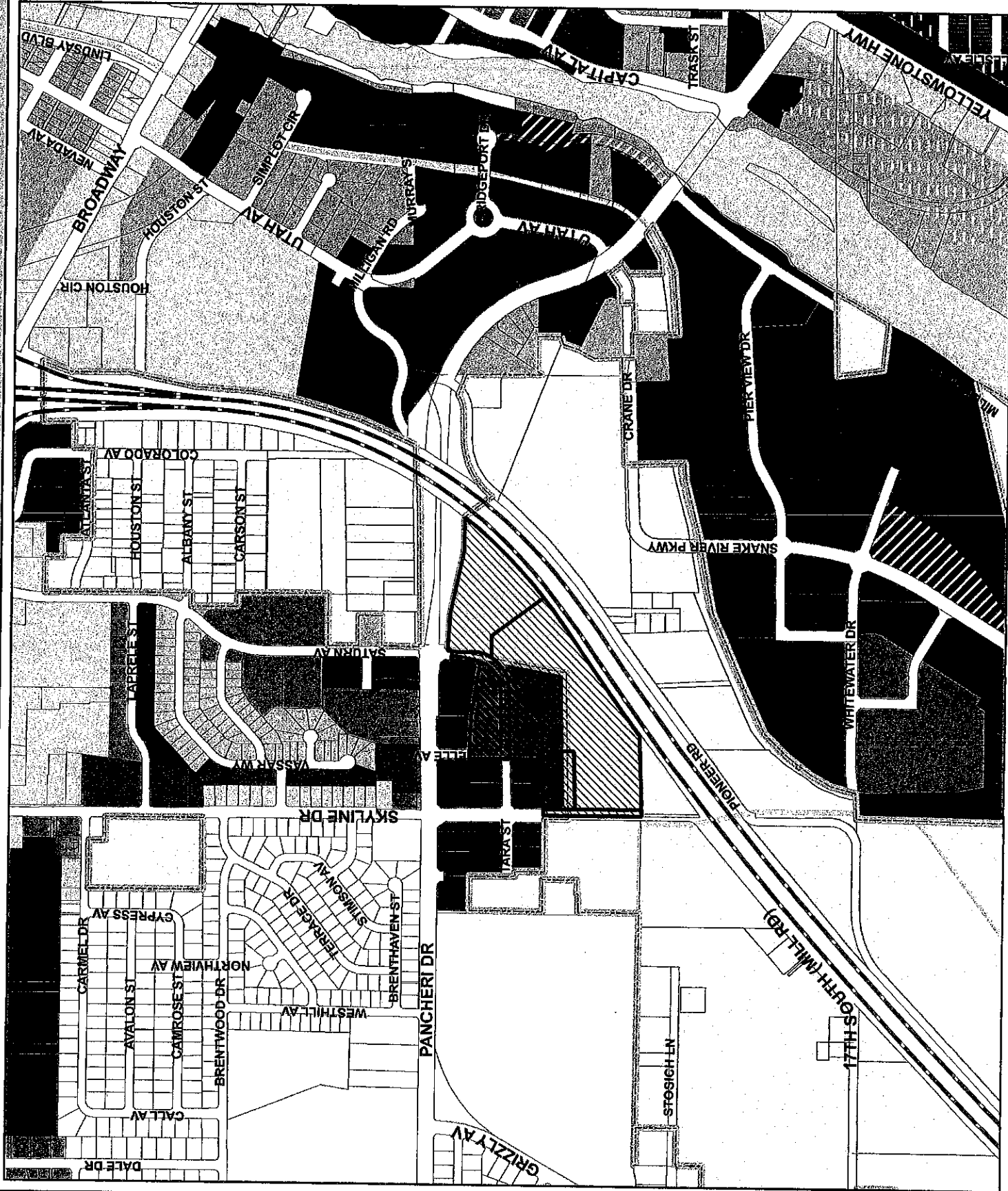
- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
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- PT-2 & T-1
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- 30' Setback
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Legend

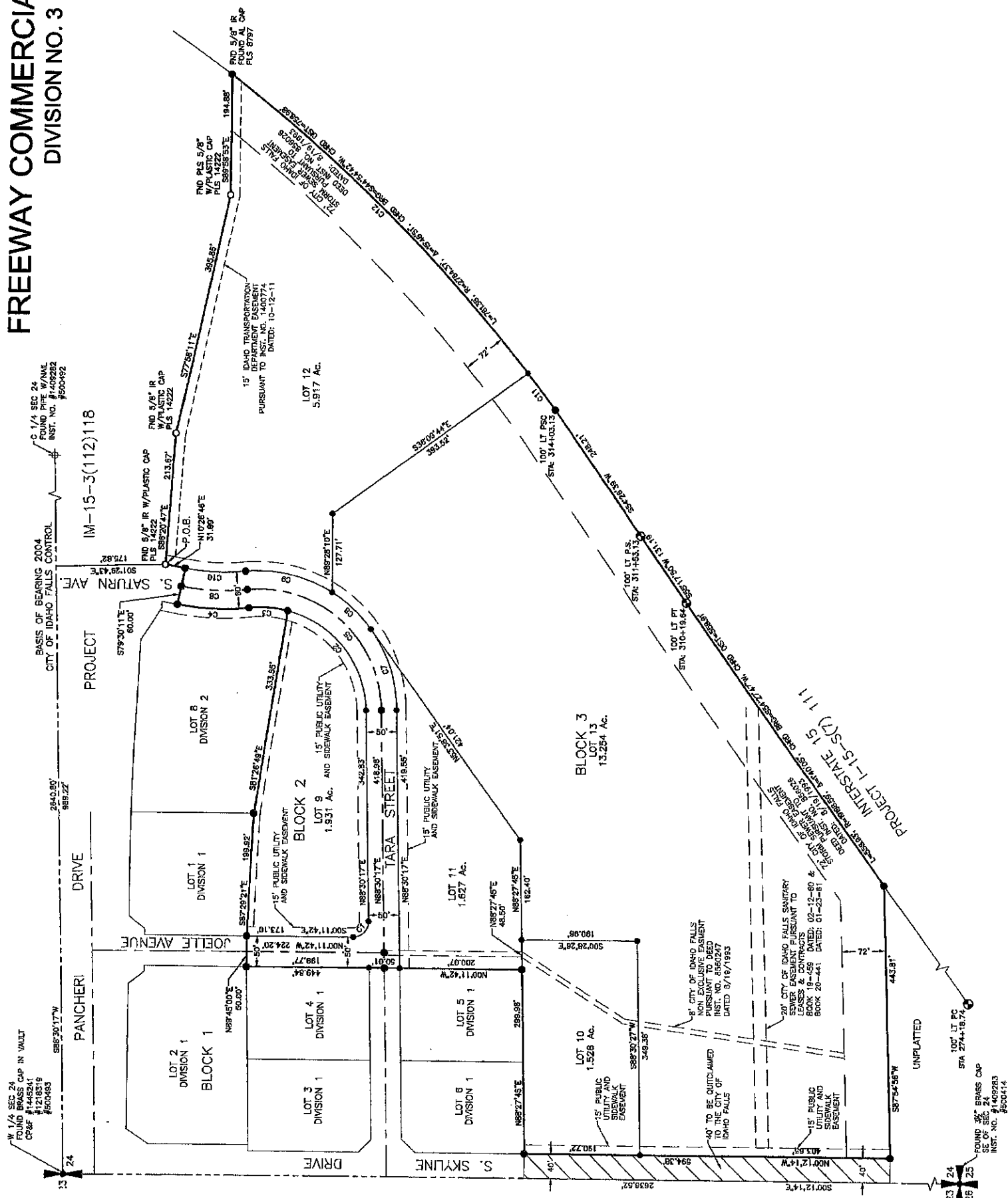
- Site
- RP
- RP-A
- R-1
- R-2
- R2A
- R-3
- R-3A
- PB
- MS
- RSC-1
- C-1
- HC-1
- CC-1
- GC-1
- R&D-1
- M-1
- I&M-1
- I&M-2
- RMH
- PT-1
- PT-2
- PT-2 & T-1
- PUD
- T-1
- T-2
- 30' Setback
- 50' Setback
- City Limits
- Area of Impact





1" = 600'

-C 1/4 SEC 24  
FOUND PIPE W/NAIL  
INST. NO. #1409282  
#500492



high winds. It also needs to be fire resistant because of several fires that have been started on their property as a result of the freeway. They have met with representatives of Zoke and discussed a retaining wall with a six foot fence on top. Zoke indicated they would install a fence and that it could be installed prior to the start of construction. Hammon is requesting the Planning Commission respectfully consider these items. Letter and photos provided by Mrs. Hammon provided to the Commission and entered into the record.

Swaney asked for further discussion, hearing none he closed the public hearing. He then asked for additional discussion from the Commission.

Black stated that the property has been listed a residential since 1967 and nothing has been built. Now with the proposed change it appears as though something might get built. Dixon commented that if we look at the zoning map a major portion of this is already zoned commercial so it doesn't appear to be as big of a choice. However, there is also a large area of commercial along Broadway to the north that is zoned commercial and has never developed. Swaney indicated his support of the change as there is actually development being proposed.

**Branson made a motion that they recommend the Mayor and City Council approve the Comprehensive Plan Amendment from High Density Residential to Commercial. Morrison seconded the motion. The motion passed 5 to 1. Dixon voting no.** Dixon indicated that he is not convinced one way or the other and would like additional information about the demand for more commercial land within the area.

**Revised Preliminary Plat, Annexation of approximately 17.267 acres with Initial Zoning of HC-1, Rezone to HC-1 and Final Plat for Freeway Commercial Center, Div. No. 3:** Cramer presented the staff report, a part of the record. Cramer went through map slides for each action item detailing the different boundary lines for each application type. All proposed roads within the plat line up with existing road alignments. Cramer indicated that there had been some initial discussions about maintenance of the storm pond and asked that the applicant address their intentions for the storm pond as part of their presentation. Cramer indicated that the previous annexation agreement required a 30' wide landscape strip along Pancheri Drive and staff recommends this condition be extended to this annexation.

**Matt Smith, 12601 West Explorer Drive, Suite 200, Boise Idaho.** Smith presented the conceptual site plan for Camping World's lot. They have agreed with the Hammons to build a retaining wall with a fence on top to create a sound buffer. The building will be oriented toward the freeway so that it is attractive. Smith indicated that they would like to maintain the landscaping associated with the drainage feature and that will need to work out with the City as part of the annexation agreement.

**Carl Kolbet, 3659 N. 35<sup>th</sup> West, Idaho Falls.** Kolbet is associated with the property owners to the west of this development. They have owned the property to the west of this development that has been developed. They would like to see development of this type in this area. They are in support of the application.

Swaney asked for further discussion, hearing none he closed the public hearing. He then asked for additional discussion from the Commission. Swaney asked that the Commission consider dealing with the preliminary plat separately from the other items.

**Morrison made a motion to approve the revised Preliminary Plat for Freeway Commercial Center, Div. No. 3. Black seconded the motion and it passed unanimously.**

The Commission discussed the issue of a joint or separate motion. Dixon questioned whether it makes sense to have a highway commercial designation with no highway access. Discussion followed regarding Saturn Road.

**Morrison made a motion to recommend the Mayor and City Council approve the Annexation of approximately 17.267 acres with Initial Zoning of HC-1, Rezone to HC-1 and Final Plat for Freeway Commercial Center, Div. No. 3 with the condition that the landscape strip adjacent to Pancheri Drive be 30 feet in width and cross access agreements be recorded against all lots in the plat. Branson seconded the motion and it passed unanimously.**

**Miscellaneous:**

1. **Bonneville County Planning Commission Report.** Swaney discussed the County Planning Commission that he attended. There will be a joint Planning Commission meeting with the County Commission on May 14, 2014 to begin to have joint discussions between the two commissions.

Meeting adjourned at 9:25 p.m.



**IDAHO FALLS PLANNING COMMISSION STAFF REPORT**  
**Revised Preliminary Plat, Annexation with initial zoning of HC-1,**  
**rezone from C-1 to HC-1, and Final Plat**  
**Freeway Commercial Center**  
**May 6, 2014**



Planning and  
Building Division

**Applicant:** Zoke, LLC

**Location:** South and adjacent to Pancheri west and adjacent to I-15, east and adjacent to Skyline

**Size:** Approximately 36 acres

**Existing Zoning:** Site C-1, County A-1

North: R-2A, R-3A, C-1, I&M-1, County C-1

East: C-1, County A-1 and I&M-1

West: C-1, County A-1

**Existing Land Uses:** Site: vacant

North: Single and multi-family residential, boat sales and storage, contract construction services

East: Vacant, storage units, single-family residential

South: Single-family residential, vacant

West: Professional office, vacant/ag, single-family residential

**Attachments:**

1. Plat Information
2. Rezoning Considerations
3. Comprehensive plan policies
4. Subdivision Ordinance Requirements
5. Maps and aerial photos
6. Preliminary Plat
7. Final Plat

**Requested Action:** To approve the revised preliminary plat for Freeway Commercial Center Division

**Requested Action:** To recommend approval of annexation with initial zoning of HC-1, rezone from C-1 to HC-1, and final plat of Freeway Commercial Center Division No. 3

**Staff Comments:** Most of the staff comments on the proposed actions are on the following pages.

**History:** This will be the second revision of the preliminary plat. Primary concerns in the past have been access to Pancheri and Skyline and providing sufficient landscaping along the roadways. The previous annexation agreements include stipulations that a 30 foot wide landscape strip be installed along Pancheri and a 20 foot wide landscape strip be installed along Skyline. If the proposed zoning is approved, the zoning ordinance will required 20 feet along both roadways. Staff recommendation is that it is appropriate to require the 30 foot landscape strip along Pancheri in order to remain consistent with previous approvals.

**Requested Zoning:** The purpose of the HC-1 zone is to provide services to the traveling public. It is intended to have a more regional service area. The property is adjacent to I-15 and two minor arterial roadways. However, there is only direct access to the arterials. There is no direct access to or from I-15.

The C-1 zone is intended to have a more local to City-wide service area and also allows residential. It is intended to be located near major roadways and provide a variety of services.

**Access:** Because access to Pancheri has already been determined and access to Skyline will be limited by the Access Management Plan, cross-access agreements should be provided prior to issuance of building permits.

**Landscaping:** The landscaping in the storm pond along I-15 is part of the property under consideration. The applicant wishes to count it as the required landscaping along a public street. Public Works may wish for the applicant to maintain the landscaping if it is counting as part of their requirement.

**Staff Recommendation:** If approved, staff recommends the following:

1. Cross-access agreements be recorded and submitted to staff prior to issuance of building permits.
2. A 30 foot wide landscaping strip which meets planting requirements of the HC-1 zone, be installed along the entire Pancheri frontage in order to be consistent with previous development agreements.

**Plat Information:** Plat Size: Approximately 25.782 acres  
Number of lots: 6  
Proposed revised preliminary and final plat follow the same boundaries

**Transportation**

**Plan:** Pancheri and Skyline—Minor Arterials  
I-15 Expressway  
Saturn, Joelle—Local roadways

**Zoning**

**Considerations** **Zoning Ordinance 3-4: Basis for Zoning Additions to the City and Zoning Amendments.**  
The purpose of this section is to provide guidance to the Planning Commission in making recommendations on the initial zoning of areas being annexed to the City and in evaluating petitions for amendments to the City's zoning map.

The zoning of all areas shall be in harmony with the City's adopted comprehensive plan, as required by Idaho Code Section 67-6511. Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Ordinance Consideration	Staff Comment
The potential for disruption of agricultural irrigation and drainage systems	There is no anticipated disruption of agricultural irrigation systems as a result of initial zoning or rezoning. There are no irrigation facilities on the property. With the reconstruction of the Pancheri/I-15 overpass, a 72 foot wide landscaped storm drainage facility was constructed on the eastern boundary of the property along I-15. The drainage pond is sufficiently sized to accommodate all run-off from the parcel.
The potential for damage to neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	As noted above, there are no anticipated issues with storm drainage, primarily due to the construction of the new storm pond which was done in conjunction with the Pancheri-I-15 overpass.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	Depending on the proposed use(s) of the property, a traffic study may be required at the time of site plan review. The two adjacent streets, Pancheri and Skyline, are designated as minor arterials. Pancheri has already been widened to a 5 lane roadway section with landscaping and bicycle/pedestrian pathways on either side. City staff has asked for sufficient right-of-way



	dedication on Skyline to provide a similar street section to Pancheri. Access points to Pancheri have already been determined through the roadway improvement project and no private access will be permitted. All access to Skyline will be in accordance with the Access Management Plan regardless of which zone is applied to the property.
Potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	Services are provided to the surrounding area. Commercial zoning is not anticipated to create a situation in which the development needs exceed the capacities of public services.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties	Potential nuisances to adjoining properties include increased lighting, L.E.D. signage, and increased noise and traffic. However, all of these issues are already a potential in the existing C-1 zone. The HC-1 zone allows additional uses which are noted in the staff report.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment	Most recent construction projects in the area include medical and dental offices to the west, the reconstruction of the Pancheri/I-15 overpass, and the recent approval of the Eagle Ridge Preliminary plat east of I-15. To the north the most recent construction was the Two Top apartment complex, built between 2004-2005.

**Comprehensive  
Plan Policies:**

**Higher Density Residential**—Homes, apartments, and condominiums developed at densities of 8 to 35 units per acre

**Commercial**—Retail shops, restaurants, and offices

Through talking to the City's residents and asking them for their ideas, the Commission, as author of this plan, has learned that we want to see an Idaho Falls that has inviting, landscaped entrance ways that communicate that this is a city rich in trees and green space. (page 5)

People continue to tell us at citizen participation events they are concerned about the appearance of the entrance ways to the City. Some were concerned with open storage adjacent to the entrance ways, especially I-15, by public and private entities. Most residents wanted more landscaping on our entryways. The desired image was one of landscaped

roadways, uncluttered by open storage and signs, inviting people to visit, live and invest in our community. (page 9)

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**Subdivision**

**Ordinance:**

Boxes with an "X" indicate compliance with the ordinance

REQUIREMENTS	Staff Review
Property is contiguous or adjacent to the City boundaries.	X

	Property is contiguous on the west and north property boundaries. Property across I-15 to the east as also requested annexation
Building envelopes sufficient to construct a building.	X The smallest lot is 1.59 acres. The largest lot is over 13 acres. These areas provide sufficient building envelopes for building construction.
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X Although the lots have not been annexed and zoned, the proposed sizes meet the requirements of the requested zone.
Lots have full frontage on, and access to, a dedicated street.	X All lots have frontage on a dedicated street. In order to comply with the Access Management Plan, shared access will be required at the time of site development. A cross-access agreement should be required as a condition of approval.
Residential lots do not have direct access to arterial streets.	NA No residential lots proposed
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	X There is no direct access to Pancheri from private lots. Access to Pancheri is via Joelle Avenue and Saturn Avenue. Access to Skyline will either be via Tara Street or a private driveway that complies with the Access Management Plan.
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X A SWPPP will be required prior to development. After

	development, storm water and drainage will be deposited in the existing storm water collection pond on the east side of the property.
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	NA Residential zones not requested
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X Skyline and Pancheri
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X Saturn Avenue will align across Pancheri.
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA No residential lots proposed.
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	X Skyline and Pancheri— Minor Arterials Tara and Joelle—Local roads /minor collectors
Minimum right-of-way widths are: 50 feet for 40 or less homes 60 feet for residential/commercial 70 feet for industrial	X Tara Street is 60 feet in width. Joelle is only 50 feet is following the previously platted right-of-way to the north and a previously established easement.
Permanent dead end streets are less than 600 ft single family and 400 ft for all other uses.	NA No dead-end streets
Streets intersect at right angles (10% deviation allowed).	X
Minor streets are laid out to discourage through traffic.	X

	Streets are laid out to take traffic to the arterials
Minimum street grades of .4% shall be required with the maximum grade being 7% for secondary and major streets and 10% for local or minor streets.	X
Curbs at street intersections shall be rounded with curves having a minimum radius of 25 feet.	X
No plat shall be laid out for the purpose of creating a spite strip.	X
All streets and alleys within the subdivision shall be dedicated for public use. The dedication of ½ streets is prohibited.	X
The minimum width of an alley is 20ft. Alleys may be required along the rear line of all business properties, and in the rear off all fronting major thoroughfares.	NA No alleys proposed
Residential block lengths shall not exceed 1300 ft, nor be less than 400 ft.	NA No residential blocks proposed
The City may prohibit the subdivision of any land that lies within the flood plain.	X The property is not within the 100 year flood plain
No unusual problems anticipated with public utilities.	X Utilities exist in the areas and are sufficient to serve the site

## Zoning Ordinance

### 7-10 C-1 LIMITED BUSINESS ZONE

#### 7-10-1 General Objectives and Characteristics.

The C-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments of a kind which sell the types of goods and services needed to fill the daily household and personal service requirements of the people living in the surrounding area. This zone is usually located at specific locations along major streets and is characterized by buildings having a wide variety of architectural forms and shapes.

The objectives in establishing this zone are to:

- A. Encourage the development and continued use of the land within the zone for business purposes.
- B. To promote the development of serviceable and convenient retail and service facilities.
- C. To provide appropriate areas for the development of business uses within the

City and to prevent the scattering of business uses into surrounding zones.

- D. To prohibit industrial uses within the zone and to discourage any other use which tends to thwart or militate against the continued use and development of the land within the zone for its primary purposes.

In order to accomplish the objectives and purposes of this Ordinance, the following regulations shall apply in the C-1 Limited Business Zone.

**7-10-2 Use Requirements.**

The following uses shall be permitted in the C-1 Zone:

- A. Any use permitted in the RSC-1 Residence Shopping Zone.
- B. Appliance Shops and appliance service establishments.
- C. Bakeries.
- D. Motels.
- E. Beer Parlors, and taverns, as a secondary use only, when incidental to such uses as clubs, lodges and restaurants.
- F. Commercial garages, but NOT including the storage of wrecked or dismantled automobiles.
- G. Dwellings and Home Occupations.
- H. Radio and T.V. studios and antennas.
- I. Glass cutting and installation.
- J. Public buildings and public utility buildings and structures.
- K. Plumbing and carpenter shops and similar craft shops.
- L. Drive-in restaurants, or restaurants with drive-up windows.
- M. Signs identifying the buildings and signs advertising products sold on the premises as permitted by the City's Sign Code.
- N. Enclosed rental storage facilities.
- O. Other uses ruled by the City Council to be similar to the above listed uses and in harmony with the objectives and characteristics.

**7-10-3 Area Requirements.**

There shall be no lot area requirements for commercial buildings and structures constructed in accordance with adopted building codes of Idaho Falls, except as may be required for off-street parking, yards and Paragraph 4-8 of this Ordinance. Dwellings shall comply with the area requirements of Section 7-7-3 of this Ordinance and the width requirements of Section 7-7-4 of this Ordinance.

**7-10-4 Width Requirements.**

There shall be no lot width requirements for commercial buildings and structures constructed in accordance with the Building Code of Idaho Falls. For dwellings, the minimum width of lots shall be fifty (50) feet.

**7-10-5 Location of Buildings and Structures.**

- A. Setback All buildings shall be set back a minimum of thirty (30) feet from any public street, except as herein provided and required under the provisions of this Ordinance.
- B. Side Yards There shall be no side yards required for any commercial buildings or structures. For dwellings, there shall be a side yard at least six (6) feet.
- C. Rear Yards There shall be no rear yards required for any commercial buildings or structures. For dwellings, there shall be a rear yard of at least twenty-five (25) feet for all main residential buildings. For accessory residential buildings, no rear yard shall be required except where an alley is located at the rear of the lot, in which case a three (3) foot rear yard is required.

**7-10-6 Special Provisions.**

- A. Off-street parking shall be provided as required in this Ordinance and shall be hard-surfaced.
- B. All merchandise, equipment, and other materials, except seasonal merchandise such as nursery stock, fruits and vegetables, and vehicles in running order shall be stored within an enclosed building.
- C. No dust, odor, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.
- D. Residential developments shall comply with Sections 4-23-Q. and 7-7-8 of this Ordinance.
- E. When a development in the C-1 Zone adjoins land zoned RP, RP-A, R-1, or RMH or unincorporated land designated for single-family residential use in the Idaho Falls Comprehensive Plan, either a minimum ten (10) foot landscape buffer with trees spaced at twenty (20) foot intervals or a six (6) foot opaque



fence shall be provided.

- F. A landscaped strip of lawn, ground cover, shrubbery, and trees at forty (40) foot centers at least fifteen (15) feet in width shall be provided and maintained along the entire length of any street bordering a development except for permitted driveways.

**7-10-7 See Supplementary Regulations to Zones.**

## **7-11 HC-1 LIMITED BUSINESS ZONE**

### **7-11-1 General Objectives and Characteristics.**

The HC-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments to serve the traveling public. This zone is usually located at specific locations along highways leading into the City, and is characterized by buildings set back from the right-of-way line and having a wide variety of architectural forms and shapes.

The objectives in establishing this zone are to:

- A. Encourage the development and continued use of the land within the zone for business purposes.
- B. To promote safety on the highway.
- C. To maintain maximum use of highway right-of-way for travel purposes.
- D. To prohibit uses which tend to thwart or militate against the continued use and development of the land within the zone for its primary purpose.

In order to accomplish the objectives and purposes of this Ordinance and to promote the essential characteristics of this zone, the following regulations shall apply in the HC-1 Limited Business Zone:

### **7-11-2 Use Requirements.**

The following uses shall be permitted in the HC-1 Zone:

- A. Any use permitted in the RSC-1 Residential Shopping Center Zone, and in the C-1 Limited Business Zone, except that dwellings shall not be permitted unless such dwellings are custodial or caretakers dwellings incidental to the use of the land for commercial purposes.
- B. Super service stations.
- C. Automobile sales lots.
- D. Drive-in eating establishments.
- E. Machinery sales establishments.
- F. Amusement enterprises, such as merry-go-rounds, penny arcades, etc.
- G. Other uses ruled by the City Council to be similar to the above listed uses, and in harmony with the objectives and characteristics of this zone.

- H. Retail establishments with incidental wholesaling, but excluding establishments the principal activity of which is a storage warehouse.
- I. Auto body shops.
- J. Beer parlors, taverns and cocktail lounges.
- K. Open storage areas, provided they are buffered from public streets by:
  - 1. site planning that uses structures to buffer open storage areas from public streets, or
  - 2. a minimum seven (7) foot wide landscaped buffer, which may include a fence or wall at the rear of the buffer.

**7-11-3 Area, Width, Location, Height, and Size Requirements.**

No requirements, except that all buildings shall be setback a minimum distance of thirty (30) feet from any public street except as herein provided and required under the provisions of this Ordinance.

**7-11-4 See Supplementary Regulations to Zones.**

**7-11-5 Special Provisions.**

- A. No dust, odor, smoke, vibration, or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.
- B. When a development in the HC-1 zone adjoins land zoned RP, RP-A, RMH, or unincorporated land designated as single-family residential in the Idaho Falls Comprehensive Plan, a thirty (30) foot wide landscape buffer with landscaped berm to a height of six (6) feet and trees spaced at twenty (20) foot intervals shall be provided on the property line shared with such residential designation. Natural buffers such as canals may be included within this thirty (30) foot buffer and shall eliminate the need for berms where the canal is elevated or at least twenty (20) feet in width; however, landscaping with trees spaced at twenty (20) foot intervals shall still be provided.
- C. A landscaped strip at least twenty (20) feet in width with lawn, ground cover, shrubbery, and trees at forty (40) foot centers shall be provided and maintained along the development side of the property line bordering any street, except for permitted driveways.

shall pay a water main connection charge in accordance with Section 8-4-14(C) City Code. The fee shall be \$15.00 per front foot of property adjacent to the Pancheri Drive Frontage. Said Fee shall be due and payable upon execution of this Agreement.

**S-C 5.00 PANCHERI DRIVE.** The Developer will dedicate Pancheri Drive right-of-way as shown on this plat. The Developer will also deed to the City by warranty deed Lot 8A, for future Pancheri Drive right-of-way, at such time as the City makes written request for said right-of-way. Since no lot in this Subdivision will be permitted to have direct access to Pancheri Drive from individual lots, neither the Developer nor lot owner will be required to pay for future improvements to construct Pancheri Drive. However, the Developer shall design and construct the additional asphalt street section (2" of asphalt over 6" of crushed gravel) for left turn storage, taper length and right turn areas as required by the City to provide for smooth traffic flow to and from this development until such time as the future improvements to Pancheri Drive are completed.

**S-C 6.00 STREET LIGHTS.** The Developer agrees to pay for the installation of street lights within the Subdivision. Such payment shall be due within thirty (30) days after delivery of a written invoice by the City.

**S-C 7.00 BUILDING PERMITS ON LOT 7.** No building permits shall be issued on Lot 7 until a building plot plan is approved by the City with cross easements shown and approved.

**S-C 8.00 LANDSCAPE AREA.** The Developer shall include a 30-foot wide landscape area on Developer's property along all platted Pancheri Drive frontage and a 20-foot wide landscape area along all platted South Skyline Drive frontage. This landscape area will be constructed concurrent with and as a part of any building construction on the lots. Maintenance of the area shall be the sole responsibility of the individual lot owner. The City may condition the issuance of building permits upon the applicant's agreement to provide perpetual maintenance for such landscaping.

**S-C 9.00 SHARED PARKING AND ACCESS.** Lots 7 and 8 and the unplatted properties to the East shall have the right to use shared access to Saturn, Joelle and Tara Streets. Direct access to Pancheri Drive will not be allowed for these lots. Lot 8 will have the right to shared parking in Lot 7.

**S-C 10.00 PRIOR ANNEXATION CONDITIONS.** Developer must fulfill conditions of Freeway Commercial Addition, Division No. 1, Annexation Agreement Special Conditions prior to building permit issuance for any lot in this Division.

G:\WPDATA\DW\5300\ANNEX\FREEWAY.2SC.cs

- 17-5 SANITARY SEWER FRONT FOOT FEES - Developer shall design and construct an overflow connection between the Esquire Acres' trunk line and the Skyline trunk line consisting of 20 lineal feet of 12 inch reinforced concrete sewer line and connections to the existing manholes as shown on the improvement drawings as filed and approved by the City of Idaho Falls. The Developer shall provide the Idaho Falls Sewer Department with one Flygt 3102 submersible pump with a 435 Neva Clog impeller for upgrade to the exist-ing lift station in Pancheri Drive.

Since the sewer line in Pancheri and South Skyline Drive serve other areas not within the development and these upgrades will be of primary benefit to areas other than this development no front foot connection fees shall be charged to the Developer for sewer along Pancheri Drive or South Skyline Drive.

- 17-6 PANCHERI DRIVE CONSTRUCTION AND ACCESS - Pancheri Drive is a City controlled access arterial street and no private access shall be allowed. The Developer shall not be responsible for construction of Pancheri Drive. However, the Developer shall design and construct the additional asphalt street section (2" of asphalt over 6 inches of crushed gravel) for left turn storage and taper length as shown on the Improvement Drawings. Access shall be at the street intersections shown on the Improvement Drawings as filed with and approved by the City.

- 17-7 SOUTH SKYLINE DRIVE - Developer will design and construct 21-1/2 feet of street section (4" asphalt over 10" of crushed aggregate base course) and curb and gutter to the length and location as shown on the improvement drawings.

Developer shall pay all street costs associated with construction of the water line in South Skyline Drive even if it should fall outside of the 21-1/2 feet of pavement construction.

- 17-8 SOUTH SKYLINE DRIVE ACCESS - South Skyline Drive is a minor collector street and Developer shall therefore have full private access subject only to the conditions that the access be at least 150 feet from the intersection of the centerlines of Pancheri and Skyline Drive and conform to City driveway policy.

- 17-9 LANDSCAPE AREA - The Developer agrees to include a 30 foot wide landscape area, on Developer's property along all platted Pancheri Drive frontage and a 20 foot wide landscape area along all platted South Skyline Drive frontage. This landscape area will be constructed concurrent with and as a part of any building construction on the lots. Maintenance of the area shall be the sole responsibility of the individual lot owner.

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **ANNEXATION WITH INITIAL ZONING OF HC-1, FREEWAY COMMERCIAL CENTER DIVISION NO. 3.**

**WHEREAS**, the applicant filed an application for Annexation with Initial Zoning of HC-1 on April 4, 2014; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 6, 2014; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 12, 2014; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

The City Council considered the following criteria and standards and applied them to its final decision:

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The area is approximately 16.57 acres located south and adjacent to Pancheri Drive, east and adjacent to Skyline Drive, and west and adjacent to I-15.
3. The subject property with the City's designated Area of City Impact.
4. The area is designated on the Comprehensive Plan Future Land Use Map as Commercial.
5. On the Future Land Use Map of the Comprehensive Plan, areas to the north are designated as Higher Density Residential and Low Density Residential, areas to the east are designated as Commercial and Greenbelt Mixed Uses, areas to the south are designated as Greenbelt Mixed Uses.
6. Areas to the north of the area are zoned R-2A, R-3A, C-1, I&M-1, and County C-1. Area to the east are zoned C-1, County A-1, County I&M-1. Area to the south is zoned County A-1. Area to the west are zoned C-1 and County A-1.
7. The area under consideration is currently vacant. Areas to the north include retail sales, warehousing, and multi-family residential, areas to the east include Interstate 15 and vacant ground recently approved for annexation and C-1 zoning, areas to the south include single-family residential and vacant land, areas to the west include single-family residential, vacant land, and professional offices.
8. Recent changes in land use in the surrounding area include medical and dental offices to the west, the reconstruction of the Pancheri/I-15 overpass, the annexation and approval of the Eagle Ridge plat to the east, and an apartment complex to north built between 2004-2005.

## **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the for Annexation with Initial Zoning of HC-1 for Freeway Commercial Center Division No. 3.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

\_\_\_\_\_  
Rebecca Casper, Mayor

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **REZONING FROM C-1 TO HC-1, LOTS 5-6, BLOCK 1, FREEWAY COMMERCIAL CENTER DIVISION NO. 1 AND LOT 7 BLOCK 1, FREEWAY COMMERCIAL CENTER DIVISION NO 2.**

**WHEREAS**, the applicant filed an application for Rezoning from C-1 to HC-1 on April 4, 2014; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 6, 2014; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 12, 2014; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

The City Council considered the following criteria and standards and applied them to its final decision:

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The area is approximately 16.57 acres located south and adjacent to Pancheri Drive, east and adjacent to Skyline Drive, and west and adjacent to I-15.
3. The subject property with the City's designated Area of City Impact. A portion of the property has been annexed and zoned C-1 Limited Business Zone.
4. The area is designated on the Comprehensive Plan Future Land Use Map as Commercial.
5. On the Future Land Use Map of the Comprehensive Plan, areas to the north are designated as Higher Density Residential and Low Density Residential, areas to the east are designated as Commercial and Greenbelt Mixed Uses, areas to the south are designated as Greenbelt Mixed Uses.
6. Areas to the north of the area are zoned R-2A, R-3A, C-1, I&M-1, and County C-1. Area to the east are zoned C-1, County A-1, County I&M-1. Area to the south is zoned County A-1. Area to the west are zoned C-1 and County A-1.
7. The area under consideration is currently vacant. Areas to the north include retail sales, warehousing, and multi-family residential, areas to the east include Interstate 15 and vacant ground recently approved for annexation and C-1 zoning, areas to the south include single-family residential and vacant land, areas to the west include single-family residential, vacant land, and professional offices.
8. Recent changes in land use in the surrounding area include medical and dental offices to the west, the reconstruction of the Pancheri/I-15 overpass, the annexation and approval of the Eagle Ridge plat to the east, and an apartment complex to north built between 2004-2005.
9. There is a proposed Final Plat being considered concurrently with the proposed rezone. If the plat is approved, the requested rezoning area will be included the new plat.



## **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the request for Rezoning from C-1 to HC-1 for Lots 5-6, Block 1, Freeway Commercial Center Division No. 1, and Lot 7, Block 1, Freeway Commercial Center Division No 2..

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

\_\_\_\_\_  
Rebecca Casper, Mayor

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **FINAL PLAT, FREEWAY COMMERCIAL CENTER DIVISION NO. 3.**

**WHEREAS**, the applicant filed an application for a Final Plat on April 4, 2014; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 6, 2014; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on June 12, 2014; and

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

The City Council considered the following criteria and standards and applied them to its final decision:

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The area is approximately 16.57 acres located south and adjacent to Pancheri Drive, east and adjacent to Skyline Drive, and west and adjacent to I-15.
3. The subject property with the City's designated Area of City Impact. A portion of the property has been annexed and zoned C-1 Limited Business Zone.
4. The area is designated on the Comprehensive Plan Future Land Use Map as Commercial.
5. On the Future Land Use Map of the Comprehensive Plan, areas to the north are designated as Higher Density Residential and Low Density Residential, areas to the east are designated as Commercial and Greenbelt Mixed Uses, areas to the south are designated as Greenbelt Mixed Uses.
6. Areas to the north of the area are zoned R-2A, R-3A, C-1, I&M-1, and County C-1. Area to the east are zoned C-1, County A-1, County I&M-1. Area to the south is zoned County A-1. Area to the west are zoned C-1 and County A-1.
7. The area under consideration is currently vacant. Areas to the north include retail sales, warehousing, and multi-family residential, areas to the east include Interstate 15 and vacant ground recently approved for annexation and C-1 zoning, areas to the south include single-family residential and vacant land, areas to the west include single-family residential, vacant land, and professional offices.
8. Recent changes in land use in the surrounding area include medical and dental offices to the west, the reconstruction of the Pancheri/I-15 overpass, the annexation and approval of the Eagle Ridge plat to the east, and an apartment complex to north built between 2004-2005.
9. The proposed Final Plat complies with the requirements of the City of Idaho Falls Subdivision Ordinance.

## **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat for Freeway Commercial Center Division No. 3.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

\_\_\_\_\_  
Rebecca Casper, Mayor

June 4, 2014

City Council Members of the City of Idaho Falls  
680 Park Avenue  
Idaho Falls, ID 83402

RE: Rezoning of Craig Hall's property & Business Application for Camping World by Zoke

Dear City Council Members,

We are Douglas and Colleen Hammon. We reside at 1315 South Skyline Drive. Our property is adjacent to Craig Hall's southern property line. We spoke at the Idaho Falls Planning & Zoning public meeting concerning the rezone and business application hearings on May 6, 2014.

1. We have chosen to keep our property in Bonneville County with our current tax structure. We decided not to be included in the City of Idaho Falls Comprehensive Plan for Commercial at this time. We are retired and not ready to develop our property or be annexed into the City of Idaho Falls.
2. Our property is in a precarious situation because of its location. It is in Bonneville County and it borders the City of Idaho Falls. Also, there is no other residential property that connects to ours. The commercial use of Mr. Hall's property will have a direct impact on our residential use. Because they are "changing" the use of their property, and we are not, a buffer is necessary to protect our property rights. We would like our residential privacy protected and maintained so we can have the same quality of life that we currently enjoy.

Our biggest concern with the HC-1 rezone and the future business expansion on Mr. Craig Hall's property is that our private Bonneville County residence be buffered at the time of construction to provide protection from business construction and operations.

3. We have looked at residential areas located next to commercial sites in the City of Idaho Falls and Bonneville County. We have seen various types of buffers that separate commercial from residential. We request equal consideration for buffering as what already exists for residential and commercial areas in this area. Therefore, we respectfully ask the City Council to recognize that no matter where our property is located it is residential and it needs adequate buffering from commercial activities.

As we testified at the last public hearing meetings, our home and surrounding lawn is elevated approximately 6 feet above the property owned by Craig Hall. Please see attached photos.

On the afternoon of May 6, 2014, we met with Matt Smith and Paul Hilbig from Zoke at our property. They looked at elevation differences in the two properties. We discussed a 6-foot retaining wall on the elevated portion of our property with a 6-foot fence on top of the retaining wall. We also discussed a 6-foot fence continuing down the rest of our property line without the retaining wall.

June 4, 2014

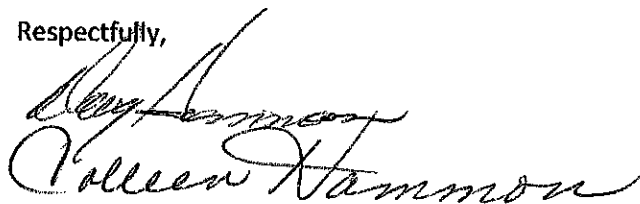
They said this could be done with the fence of our choice. We expressed our choice of a fence that would be fireproof and windproof and maintenance free. They also said the retaining wall and fence could be constructed at the beginning of construction.

After the City's Planning & Zoning meeting, we contacted Paul Hilbig at Zoke on Thursday, May 8<sup>th</sup> and asked if Zoke would provide us with a written statement on their verbal agreement on the fence, retaining wall, and that the fence would be constructed prior to start of construction. Paul agreed that Zoke could put the fence and retaining wall discussion in writing. (Attached is a copy of the written statement from Zoke on the fence and retaining wall.)

4. We had requested at the May 6, 2014 Rezone and Business Application meetings that the Planning & Zoning meeting that our property could be buffered from the commercial business by an adequate buffering fence. However, the Planning and Zoning Commissioners **did not include in their decision** that our property be buffered by a fence. We have a legitimate concern that our residential property be buffered from the commercial business that will be next to our property line.

5. Although we have a written statement from Zoke on the retaining wall and fence, we respectfully ask that you to include in your findings that our property be buffered by a fireproof, windproof, and maintenance free fence **before** construction begins.

Respectfully,

A handwritten signature in black ink, appearing to read "Doug & Colleen Hammon". The signature is fluid and cursive, with the first name "Doug" and last name "Hammon" being more prominent.

Doug & Colleen Hammon

Enclosures: Property photos showing elevation differences  
Written statement from Zoke

cc: City of Idaho Falls Mayor  
City of Idaho Falls City Council Members  
City Clerk  
City of Idaho Falls Planning & Zoning  
Mr. Craig Hall  
Zoke

**ZOKE**  
**12601 W EXPLORER DRIVE, SUITE 200, BOISE, ID 83713**

May 22, 2014

Doug and Colleen Hammon:

Thank you for working with us to determine the best solution between our two properties. We appreciate your comments and support at the planning commission hearing and hope to see you at the city council meeting as well.

This letter is in response to your request to address, in writing, your concerns about a fence. As discussed, we will install on your property a standard 6-foot vinyl or wood fence. We will add fill to match your current grade up to your property line (approximately 5 feet wide and 120 feet long). We will build a retaining wall along that same span; we currently do not know what material the wall will be built of. The balance of the fence (approximately 330 feet) will continue due east replacing the existing wire fence (to be removed by you). I have included a graphic below in an attempt to reflect the same concept.

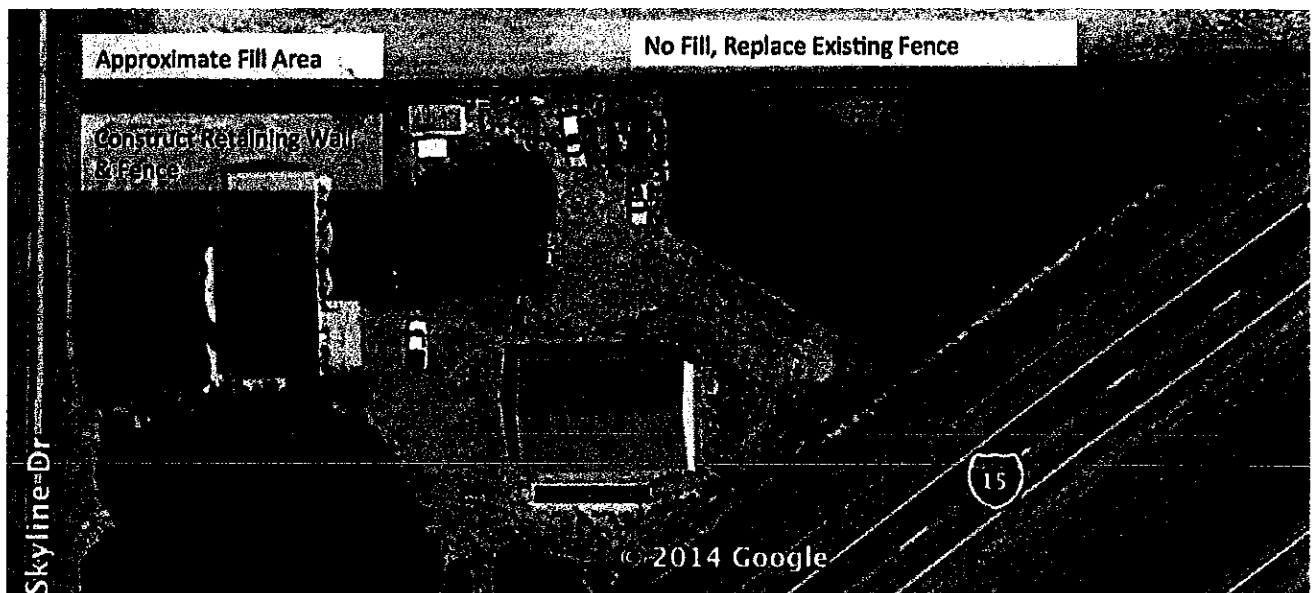
We will schedule the construction of the retaining wall and fence at the beginning of the project.

I hope this captures what we discussed prior to the Planning Commission hearing. Please let me know if you have further questions or concerns.

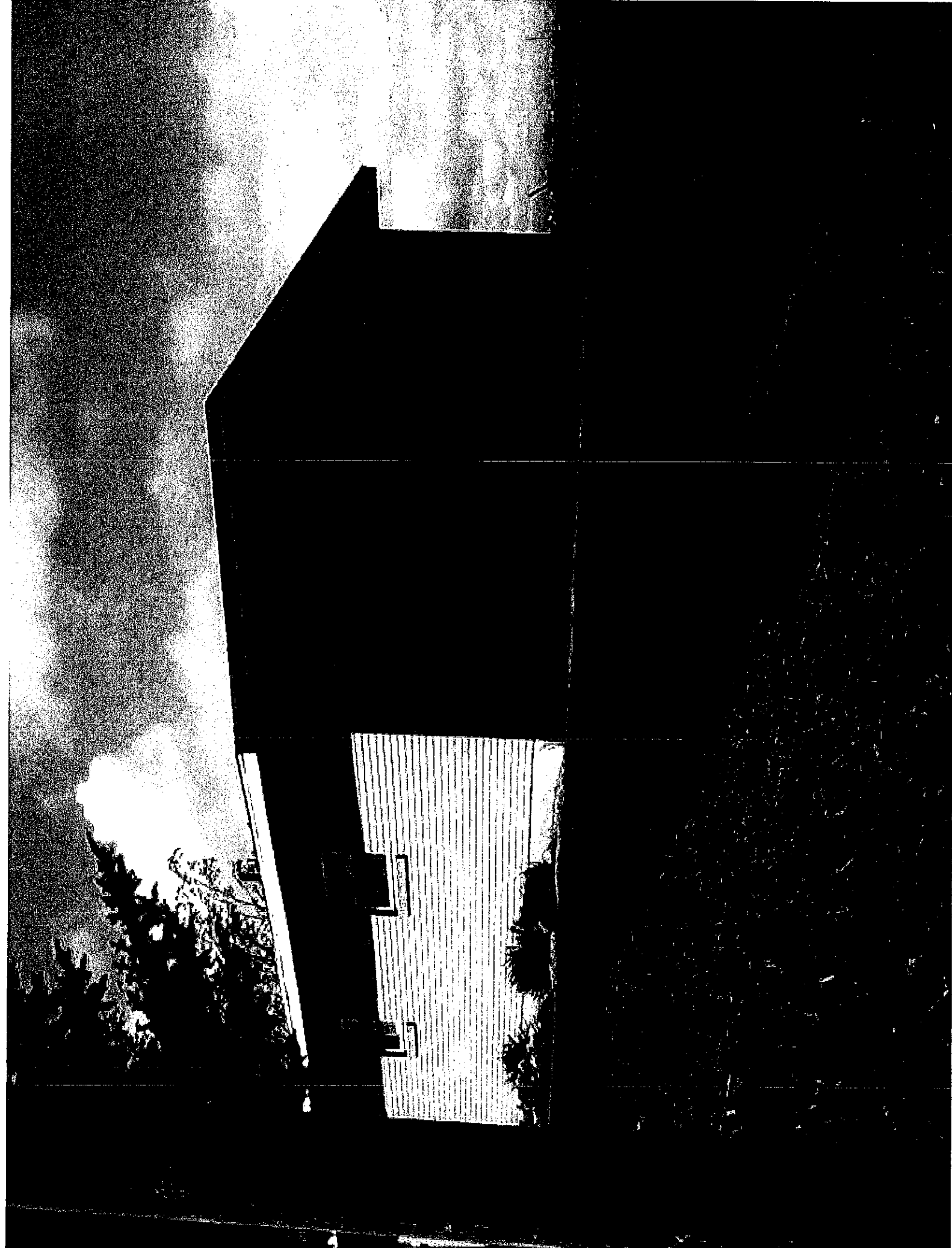
Regards,



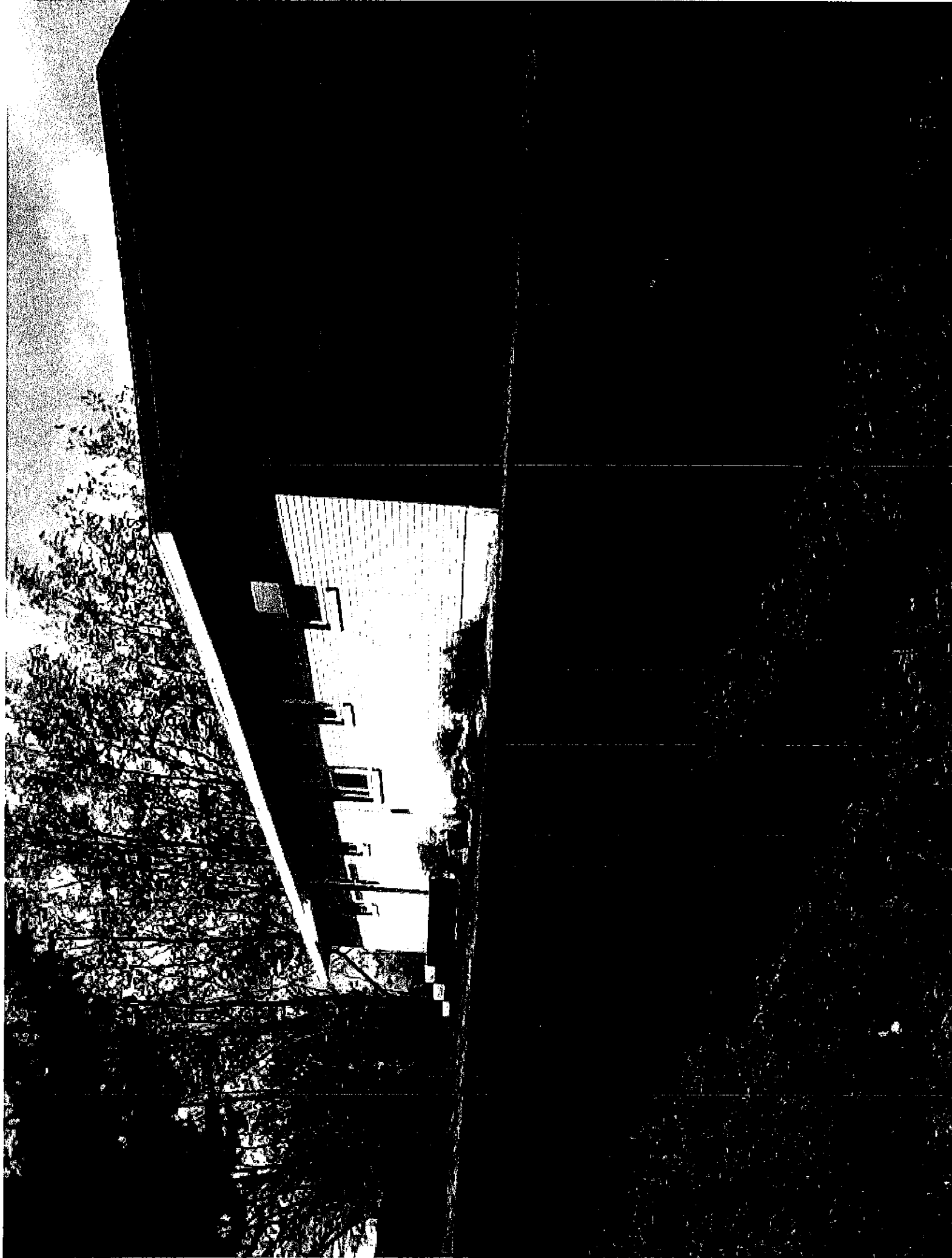
Paul Hilbig  
Zoke

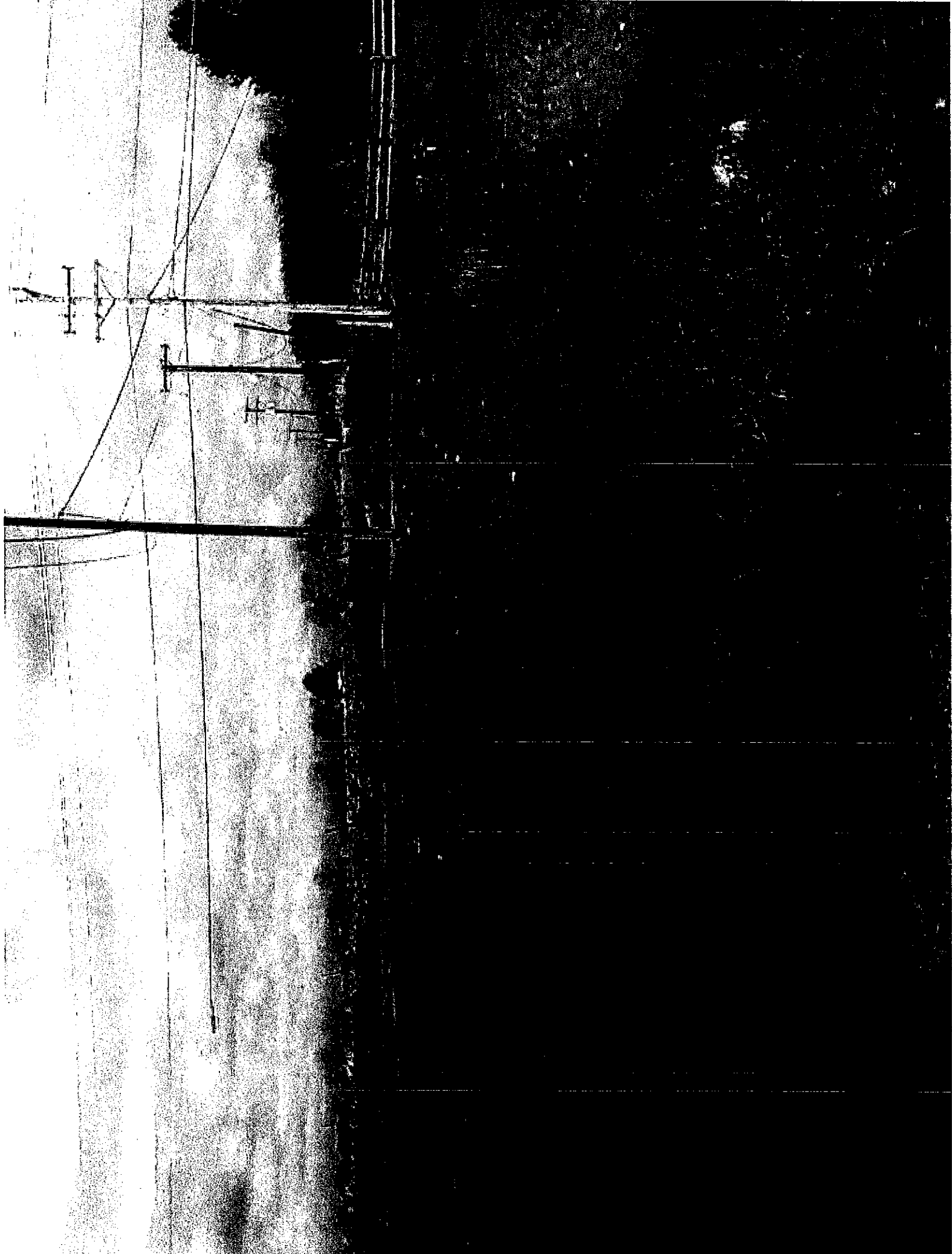


















# **CITY OF IDAHO FALLS**

## **PLANNING AND BUILDING DIVISION**

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220  
[www.idahofallsidaho.gov](http://www.idahofallsidaho.gov)

Planning Department • (208) 612-8276      FAX (208) 612-8520      Building Department • (208) 612-8270

BGC-063-14

### **MEMORANDUM**

TO:           Honorable Mayor and City Council  
FROM:       Brad Cramer, Director  
SUBJECT:     Application and Reasoned Statement of Relevant Criteria and Standards for Rezoning  
              from R-3 to R-3A, Lot 24, Block 11, Gustafson Park Division No. 3, 2<sup>nd</sup> Amended  
DATE:       June 4, 2014
































Attached is the application and Reasoned Statement of Relevant Criteria and Standards for Rezoning from R-3 to R-3A, Lot 24, Block 11, Gustafson Park Division No. 3, 2<sup>nd</sup> Amended. The Planning Commission considered this application at its May 6, 2014 meeting and recommended denial on a 5-1 vote. This item is now being submitted to the Mayor and City Council for consideration.

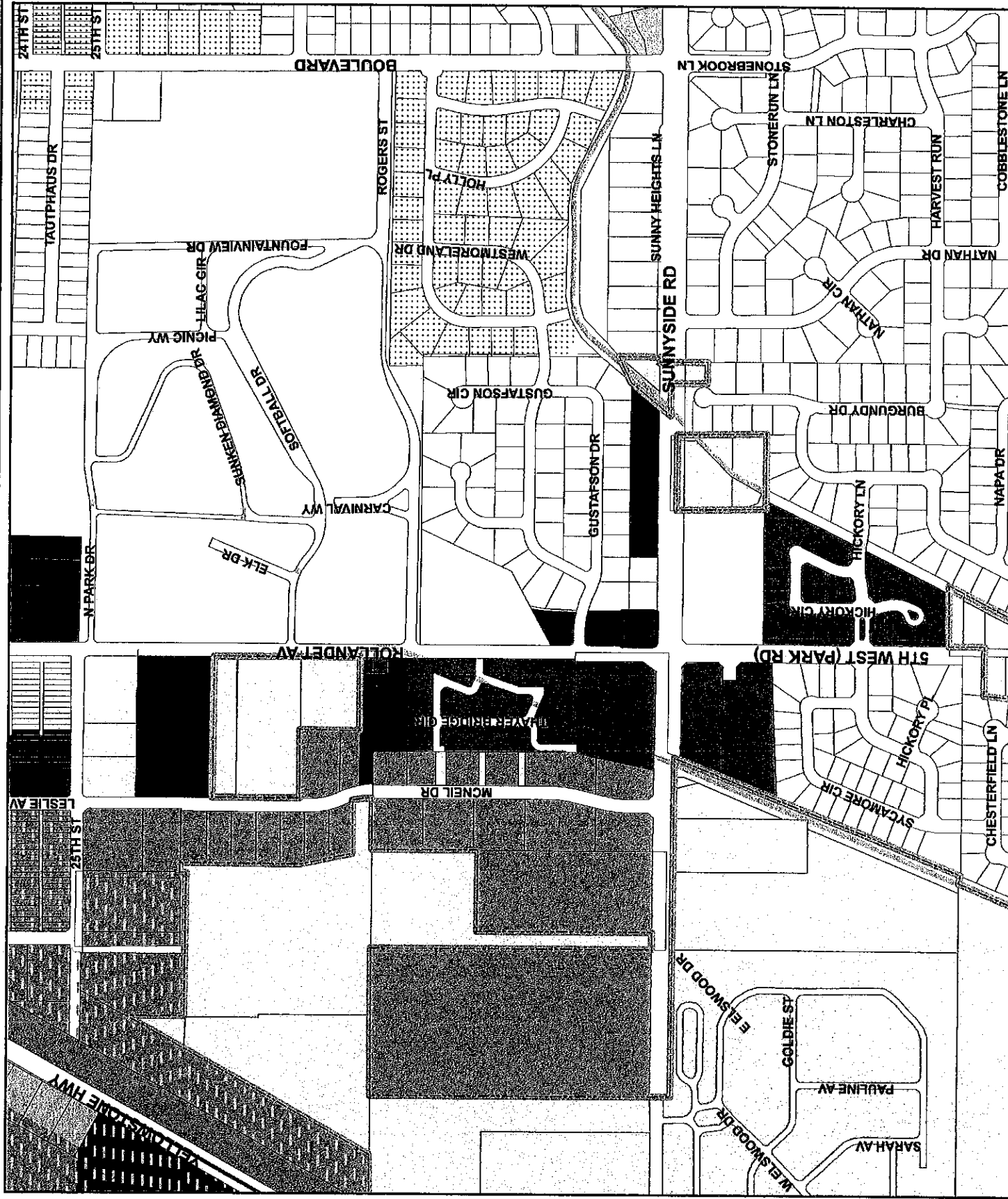
cc:       Rose Anderson, City Clerk  
          File

Attachments:   Vicinity Map  
                  Aerial Photo  
                  Planning Commission Minutes May 6, 2014  
                  Staff Report May 6, 2014  
                  Reasoned Statement of Relevant Criteria and Standards



Legend

-  Site
-  RP
-  RP-A
-  R-1
-  R-2
-  R2A
-  R-3
-  R-3A
-  PB
-  MS
-  RSC-1
-  C-1
-  HC-1
-  CC-1
-  GC-1
-  R&D-1
-  M-1
-  I&M-1
-  I&M-2
-  RMH
-  PT-1
-  PT-2
-  PT-2 & T-1
-  PUD
-  T-1
-  T-2
-  30' Setback
-  50' Setback
-  City Limits
-  Area of Impact
-  Future Plat





1" = 400'

# Rezone

Lot 24 Block 1, Gustafson Park Division 3, 2nd Amended

■ Estate

■ Greenbelt Mixed Uses

■ Commercial

■ Higher Education Centers

■ Railroad-related industrial

□ Low Density

■ Parks, Recreation

■ Employment Centers

■ Planned Transition

■ Higher Density

□ Public Facilities, Open Spaces

■ Medical Services Center

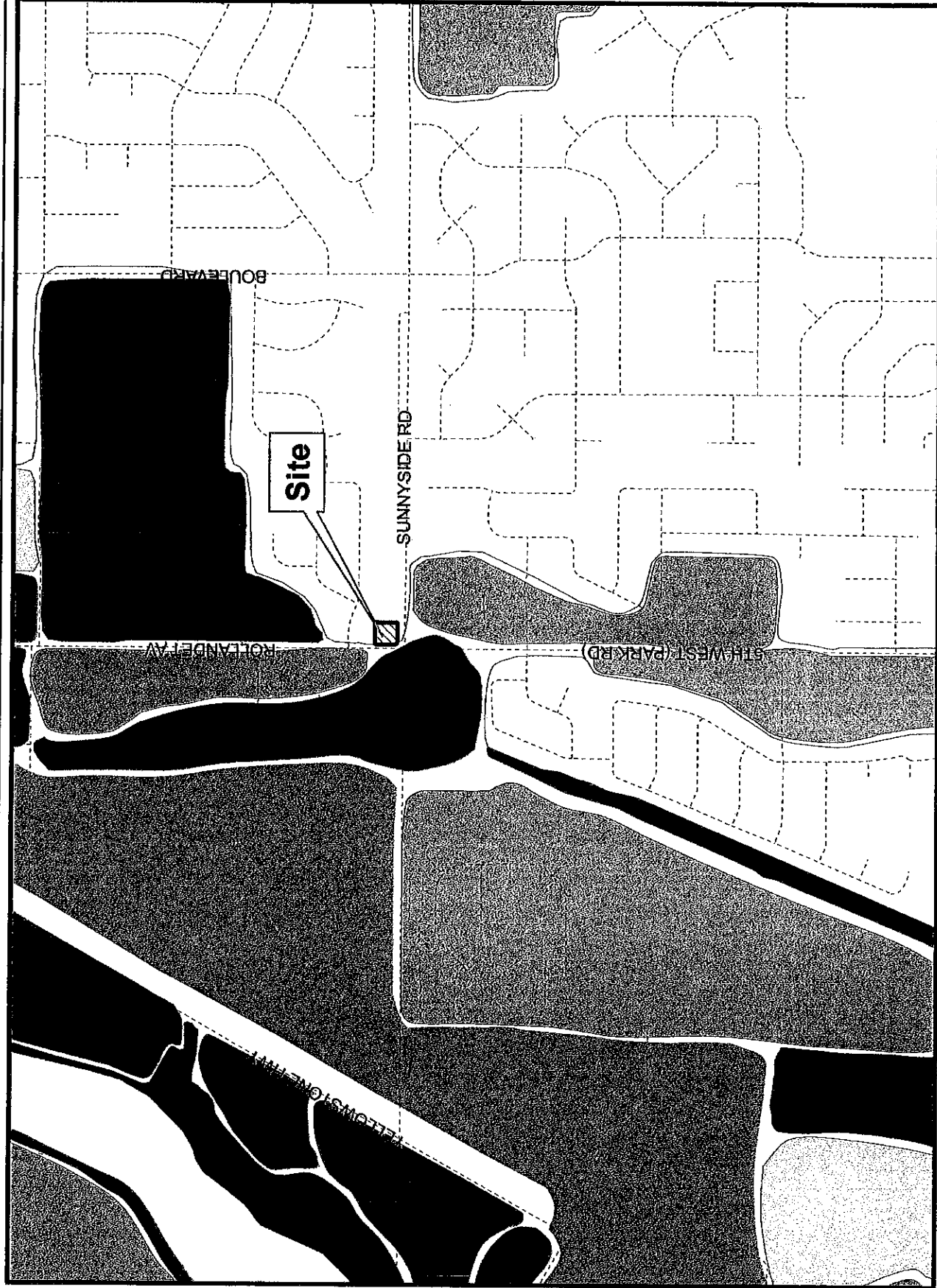
■ Highway-related industrial



## Comprehensive Plan



Planning Department  
P.O. Box 50220  
380 Constitution Way  
Idaho Falls, ID 83405  
(208) 612-8276





**Mike Bowcutt, Broken Bow Properties.** Bowcutt said they'll withdraw the request to add the 4<sup>th</sup> modular if the Commission is uncomfortable. The school use on the property has worked great. No plans at the moment to expand to the vacant property to the west. They have discussed the fire issues with the Fire Marshall and will bring everything up to meet code. Black asked if this is going to be a permanent site. Bowcutt indicated that they had a six year lease right now. Morrison asked how things had worked out with the BLM property to the north as that was a concern previously. Bowcutt stated that there had been no issues. Dixon asked about the number of restrooms and Bowcutt stated that they had planned for all of that with the modifications that were made with the initial CUP.

Swaney asked for further discussion, hearing none he closed the public hearing. He then asked for additional discussion from the Commission.

Black stated that she is concerned about the school continuing to expand using modular units with no plans for a permanent site or building. Dixon indicated that he thinks it's more balanced as two of the classrooms being requested will be within an existing building and two will be in the modular. Dixon asked the Commission's thoughts about the need to provide more than just asphalt to the property as they add more and more students. Discussion on landscaping followed. Bowcutt indicated that the landscaping would be extended to the western property line and will include bark and rocks because they don't have the ability to sprinkle that area.

**Dixon moved to approve the Conditional Use Permit for Lot 11, Block 2, Bowen Addition, Division No. 3 as presented with the requirement for an additional fire hydrant and the extension of the landscaping. Branson seconded the motion. The motion passed with a vote of 5 to 1. Black voting no.** Black indicated that she is concerned about the continuation of using modular units on the site

**Morrison made a motion to accept the Reasoned Statement for the Conditional Use Permit for Lot 11, Block 2, Bowen Addition, Division No. 3 with the amendments that were made in the motion. Branson seconded the motion. The motion passed with a vote of 5 to 1. Black voting no.**

**Rezone: Lot 24, Block 1, Gustafson Park, Division No. 3, 2<sup>nd</sup> Amended:** Beutler presented the staff report, a part of the record. The property was originally developed as townhome units. In 2000 a conditional use permit was issued for a professional office in the western most unit. Following that the unit was remodeled for the office use and no longer resembles a residence. The applicants have applied for the rezone in order to remove the requirement to continually come back for a conditional use permit for the office use every time ownership changed since it would be a permitted use in the R-3A. The R-3A Zone allows for both the residential and office use.

**Steve Howe, 211 Lost Trail Place Idaho Falls.** Howe is representing both owners of the property. They have rented out unit 4 for the professional office use and the other units would be used for residential.

Swaney asked for further discussion, hearing none he closed the public hearing. He then asked for additional discussion from the Commission.

Morrison stated that he sees the property as being very limited in what can be done there. He is concerned about the loss of the ability to regulate the property through the conditional use permit process. Dixon indicated that he has similar concerns about the removal of the permit process. The main question with this property is how much traffic and parking the use will generate. Without the CUP process that question won't come back to the Commission for consideration.

Chairman Swaney asked for additional questions, hearing none he asked for a motion.

**Morrison moved to recommend denial of the rezone request from R-3 to R-3A for Lot 24, Block 1, Gustafson Park, Division No. 3, 2<sup>nd</sup> Amended to the Mayor and City Council.**

**Dixon seconded the motion. The motion passed by a vote of 5 to 1. Wyatt voting no.** Wyatt indicated that he voted no because if other uses are proposed on the property they would have to meet the minimum requirements of the City.

**Comprehensive Plan Amendment from High Density Residential to Commercial located south of Panchari Drive and west of I-15:** Cramer presented the staff report, a part of the record. The comprehensive plan is intended to look at the area with broad brush strokes and whether what is happening in the area or items in the plan would support a change in this area to commercial. There is a mix of uses, zoning designations and comp plan designations in this area. Discussion followed about the amount of commercial and residential in the area and what the demand might be in the area for different uses.

**Matt Smith, 12601 West Explorer Drive, Suite 200, Boise Idaho.** The existing site is surrounded by commercial in this area. The freeway is not the most ideal place for residential. The commercial will allow for a buffering of uses. They will include a nice landscape buffer adjacent to the freeway. The development will increase the tax base, provide jobs as well as spur on other development in the area. Dixon asked why not develop down by Sunnyside where there is freeway access and the zoning is in place. Smith indicated that the client they are working with chose this location and would like to be closer to existing commercial.

**Carl Kolbet, 3659 N. 35<sup>th</sup> West, Idaho Falls.** Kolbet is associated with the property owners to the west of this development. They support development of the property in this area. It is time for this area of town to develop with some commercial uses.

**Colleen Hammon, 1315 S. Skyline Drive, Idaho Falls.** Property is located on the south of this development. They look forward to the development of the property, but do have a concern about buffering of their property. They realize any use within the HC-1 could be developed on the property and would like to make sure a buffer is installed with the development of the property. They are not ready to develop their property, but would not be opposed to having their property included within the comprehensive plan change. They would prefer a fence as a buffer. The fence would need to be of commercial quality, maintenance free and sturdy because of the

IDAHO FALLS PLANNING COMMISSION STAFF REPORT  
Rezone from R-3 to R-3A  
Lot 24, Block 1, Gustafson Park, Division No. 3, 2<sup>nd</sup> Amended  
May 6, 2014



Planning and  
Building Division

**Applicant:** Steve Howe

**Location:** Northeast corner of the intersection of Rollandet Ave. and Sunnyside Road. (480 W Sunnyside Road)

**Size:** Apprx. 24,643 Square Feet

**Existing Zoning:**

Site: R-3

North: R-3

South: R-1

East: R-1

West: R-3A

**Existing Land Use:**

Site: Office/Residential

North: Residential

South: Church

East: Residential

West: Business Park

**Future Land Use Map:**

Intersection of Higher and Lower Density Residential and Employment Centers

**Attachments:**

1. Petition
2. Photos
3. Maps

**Requested Action:** To recommend to the Mayor and City Council approval of rezoning from R-3 to R-3A.

**History:** The property was originally constructed to include four residential units in a townhome or condo like setting. In 2000 a conditional use permit was issued for unit #4 to be used as a professional office with a limit of three employees. Unit #4 is the westerly most unit adjacent to Rollandet Ave. With the approval of the conditional use permit the interior of Unit #4 was remodeled and no longer resembles a residence. In 2003 a rezone request to PB was denied because of concerns over parking and room to buffer existing residential. In 2011 Path to Health received a similar conditional use permit as the one in 2000, but limiting the number of employees to four. In 2013 the original tenant received another permit, but with an increase in the number of employees to four.

**Staff Comments:** The property is currently zoned R-3 and includes both residences and a professional office within a townhome type building. The applicant is wanting to rezone the property to R-3A which would continue to allow the residential uses, but allow the office use as a permitted use instead of a conditional use as in the R-3 Zone.

The existing R-3 Zone currently permits any use within the R-3A Zone provided a conditional use permit is obtained, the use is conducted only within the existing building without substantial remodeling or expansion of the exterior and the use can be conducted without substantially disrupting the character of the surrounding area.

The R-3A zoning designation does exist to the west across Rollandet Ave. It appears that the property can comply with the requirements of the R-3A Zone if changed. The change in designation will result in loss of the ability to regulate potential uses through the conditional use permit process. The purpose of the conditional use permit process is referred to elsewhere in this report.

**Rezoning Considerations:** Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

<b>Rezoning Application Responses</b>	<b>Applicant Comment</b>	<b>Staff Comment</b>
Explain how the proposed change is in accordance with the City's Comprehensive Plan.	This space has been consistently used as an office space with no objection. The intersection currently has office/retail space on the north west and south west corner.	The property is located at the intersection of Higher and Lower Density Residential and Employment Center designations within the comprehensive plan. Plan designations are not meant to follow lot lines or zoning boundaries, but drawn in broad brush strokes as an illustration of policies in the plan.
What changes have occurred in the area to justify the request for a rezone?	The space has been remodeled to office space and the previous two owners have obtained conditional use permits for office use.	Changes in this area include the widening of Sunnyside Road and the addition of a bank office was constructed in 2007. The bank is located at the opposite corner of the intersection across Sunnyside Road and is zoned R-3A.
Are there existing land uses in the area similar to the proposed use?	The northwest and southwest corners of the intersection have office and retail uses.	The business park to the west across Rollandet includes office space. Staff is unaware of any other residential units that have been converted into office uses. Additionally staff is not aware of other properties in the area that have the combination of both residential and office uses taking place on the same parcel
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Currently all needs are met for use as an office space. If additional units are converted, parking will need to be addressed.	The three residential units require two parking spaces each which is met with the existing garages that were constructed as part of the development. Office uses require a minimum of three spaces per 1,000 sq. ft. of space. The office space equals 1,250 sq. ft. which would require a minimum of four parking spaces. Previous conditional use permits included three garage space and two parking spaces on the west side of the building with one of those being designated as ADA. The ADA space is no longer stripped and should be rectified with a new business. If the units change uses they will be required to meet the minimum parking standards of the proposed use.

<b>Criteria for Rezoning Section 3-4 of Ordinance</b>	<b>Staff Comment</b>
The potential for disruption of agricultural irrigation and drainage systems	Staff is unaware of and potential for disruption of irrigation or drainage systems with the proposed change to the property.
The potential for damage to	Staff is unaware of damage from accelerated storm runoff as a

neighboring properties or public facilities (including streets, culverts, bridges, and existing storm drains) from accelerated storm water or snow melt run-off	result of the zone change.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements	The office use has existed since 2000. An increase in the square footage of the office space on the property would result in the necessity to provide additional onsite parking. The site, as currently developed, is naturally restrictive to the amount uses that could be accommodated. Staff does not believe that granting of the rezone request would result in increased traffic congestion.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services	Staff would anticipate little to no impact to the capacity of existing public services as a result of the zone change.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Staff is unaware of specific nuisances or hazards. With the current zoning designation potential nuisances would be dealt with through the conditional use permit process. The change in designation will result in loss of the ability to regulate potential uses through the conditional use permit process.
Recent changes in land use on adjoining parcels or in the neighborhood or the proposed zoning map amendment.	Changes in this area include the widening of Sunnyside Road and the addition of a bank office was constructed in 2007. The bank is located at the opposite corner of the intersection across Sunnyside Road and is zoned R-3A.

**Zone Districts/Conditional Use Permit:** The existing R-3 Zone currently permits any use within the R-3A Zone provided a conditional use permit is obtained, the use is conducted only within the existing building without substantial remodeling or expansion of the exterior and the use can be conducted without substantially disrupting the character of the surrounding area.

The change in designation will result in loss of the ability to regulate potential uses through the conditional use permit process. The purpose of the conditional use permit, as outlined within the Zoning Ordinance is to allow integration of various uses into the community which may be prohibited by the Zoning Ordinance in a particular zone but which may be permitted at a specific location subject to conditions specified by the Zoning Ordinance, which conditions will ensure the use will not substantially disrupt the character and harmony of the surrounding area and will ensure the proposed use does not materially contravene the objectives of the particular zone or conflict with the general characteristics of the particular area designated in the Comprehensive Plan.

## 7-6 R-3 RESIDENCE ZONE

### 7-6-1 General Objectives and Characteristics.

The objective in establishing the R-3 Residence Zone is to designate appropriate areas within the City for rental dwelling units, multiple family dwellings and similar buildings where living accommodations for groups may be located. This Zone is characterized by a variety of dwelling types having widely varying forms and shapes, with somewhat denser residential environment and a greater movement of vehicular traffic than is characteristic of the R-2A Zone. In general this Zone is situated in the central part of the City where the need for rental units is greatest, and along major streets, and on the borders of neighborhoods where quiet, tranquil conditions are not as necessary as they are in the interior of low density residential neighborhoods.

#### **7-6-2 Use Requirements.**

The following uses shall be permitted in the R-3 Zone:

- A. Any use permitted in the RP, RP-A, R-1, R-2 and R-2A Zones.
- B. Apartment buildings and residence courts.
- C. Boarding houses, lodging houses, rooming houses and rest homes.
- D. Incidental retailing of goods and services, such as newspapers, magazines, and tobacco, for the convenience of people living in apartment buildings, provided the facilities therefor shall be located within the main building, and provided no sign or display shall be used advertising the retail services offered within the building which can be seen from a public street. Provided further, the floor area devoted to the retailing of goods and services shall not exceed ten (10) square feet for each dwelling unit contained within the main building.
- E. Any use permitted in the R-3A and RSC-1 Zones provided the following conditions are met:
  - 1. A conditional use permit is obtained in accordance with the provisions of Section 5-10 of this Ordinance.
  - 2. The use is conducted only within existing buildings or structures located on the premises at the time the application is made, without substantial exterior remodeling or expansion of the existing building or buildings. Any use requiring the construction of a new building for a use not otherwise permitted within this zone, shall not be permitted.
  - 3. The use contemplated is of such a nature that it may, with appropriate conditions as set forth in Section 5-10 of this Ordinance, be conducted on the premises without substantially disrupting the character of the surrounding area or materially conflicting with the general characteristics of the area designated in the Comprehensive Plan.

#### **7-6-3 Area Requirements**

An area of not less than five thousand (5,000) square feet shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this Zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

#### **7-6-4 Width Requirements.**

The minimum width of any building site for dwellings, boarding houses, lodging and rooming houses, shall be fifty (50) feet measured at the building setback line. The minimum width for any building site for a rest home or other main building shall be sixty (60) feet.

#### **7-6-5 Location of Buildings and Structures.**

- A. Setback All buildings shall be set back a minimum distance of twenty (20) feet from any public street, except as herein provided and required under the provisions of this Ordinance. One (1) foot shall be added to the front yard required for each two (2) feet of building height above twenty-five (25) feet.
- B. Side Yards For main buildings there shall be side yards of not less than six (6) feet. Side yard requirements for accessory buildings shall be the same as for main buildings, except no side yard shall be required for accessory buildings which are located more than twelve (12) feet in the rear of the main building.

C. Rear Yards There shall be a rear yard of at least twenty-five (25) feet on both interior and corner lots. For accessory buildings no rear yard shall be required, except where an alley is located at the rear of a lot, in which case a three (3) foot rear yard is required.

#### **7-6-6 Height Requirements.**

There shall be no height requirements, except as limited by yard requirements.

#### **7-6-7 Size of Buildings.**

No requirements.

#### **7-6-8 Lot Coverage and Landscaping.**

A. Maximum Lot Coverage. Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty (80) percent of the total lot area. The remaining lot area (at least twenty [20] percent of the total lot area) shall be landscaped. See 4-24 of this Ordinance for general landscaping requirements.

B. Lot Coverage Exemption. The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:

1. the hard-surface outdoor recreation facilities make up no more than forty (40) percent of the required landscaped area, and
2. those facilities are available for the use of all residents of the development.

C. Required Buffers. Wherever a development in the R-3 Zone adjoins zones RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's Comprehensive Plan, a minimum ten (10) foot wide landscaped buffer shall be provided. This buffer may be included in the twenty (20) percent minimum landscaped area required in A. above.

#### **7-6-9 See Supplementary Regulations to Zones.**

### **7-7 R-3A RESIDENCE ZONE**

#### **7-7-1 General Objectives and Characteristics.**

The objective in establishing the R-3A Residence Zone is to establish an area within the City in which the primary use of the land is for residential purposes, but in which office buildings and certain other type uses of a semi-commercial nature may be located. Characteristic of this zone is a greater amount of automobile traffic, greater density, and a wider variety of dwelling types and uses than is characteristic of the R-3 Residence Zone. While office buildings and certain other uses of a semi-commercial nature may be located in the Zone, the R-3A Zone is essentially residential in character; therefore, all uses must be developed and maintained in harmony with residential uses. Also, while a greater volume of automobile and pedestrian traffic is characteristic of this Zone, attractive lawns, shrubs, trees, both on the street and around the buildings, is also characteristic of this Zone.

#### **7-7-2 Use Requirements.**

The following uses shall be permitted in the R-3A Zone:

- A. Any use permitted in the RP, RP-A, R-1, R-2, R-2A and R-3 Residence Zones.
- B. Off-street parking areas constructed in accordance with 4-23 for the use of adjacent and/or permitted uses.
- C. Office buildings for professional persons, such as doctors, dentists, accountants, attorneys, architects, and branch banks.
- D. Beauty salons, barber shops, and nail salons.
- E. Clinics and hospitals for the treatment of humans.

F. The dispensing by or under the supervision of a professional pharmacist licensed by the State of Idaho of prescriptive or non-prescriptive medicines, drugs, orthopedic appliances or medical supplies for the treatment of human illness, disease or injury, excluding the sale of goods or commodities for general hygiene, diet, cosmetic or other general health purposes.

G. Mortuaries and funeral parlors (subject to approval of the Planning Commission).

H. Pet care clinics within a completely enclosed building but with no boarding or grooming of animals except as a use incidental to medical or surgical treatment.

I. Non-flashing free standing pole signs advertising the services performed within the building, not to exceed two-hundred (200) square feet maximum and not to exceed fifteen (15) feet above grade to top of sign; and wall signs showing the name and address of the building, not to exceed ten (10) percent of the total area of the building front.

J. Directional signs not to exceed two (2) square feet, also signs advertising the use of a lot for parking space, provided the signs advertising such use shall not exceed eight (8) square feet, and shall not be constructed to a height greater than four (4) feet.

K. Other uses which have been ruled by the City Council to be similar to the uses herein above listed.

#### **7-7-3 Area Requirements.**

An area of not less than five thousand (5,000) square feet shall be provided and maintained for dwellings, boarding houses, lodging and rooming houses, rest homes and child care centers. No development in this zone shall exceed a gross density of thirty-five (35) dwelling units per acre.

#### **7-7-4 Width Requirements.**

The minimum width of any building site for a main building shall be fifty (50) feet, measured at the building setback line, except that the minimum width of a lot for mortuaries shall be one hundred (100) feet.

#### **7-7-5 Location of Buildings and Structures.**

A. Setback All buildings shall be set back a minimum distance of fifteen (15) feet from any public street, except as herein provided and required under the provisions of this Ordinance.

B. Side Yards For main buildings there shall be side yards of not less than six (6) feet. Side yard requirements for accessory buildings shall be the same as for main buildings, except that no side yard shall be required for accessory buildings which are located more than twelve (12) feet in the rear of the main building.

C. Rear Yards There shall be a rear yard of at least twenty-five (25) feet for all residential buildings and at least ten (10) feet for all non-residential buildings, except as herein provided and required under the provisions of this Ordinance.

#### **7-7-6 Height Requirements.**

There shall be no height requirements, except as limited by yard requirements.

#### **7-7-7 Size of Buildings.**

No requirements.

#### **7-7-8 Lot Coverage and Landscaping.**

A. Maximum Lot Coverage Lot coverage, including all area under roofs and paved surfaces, including driveways, walks, and parking areas, shall not exceed eighty (80) percent of the total lot area. The remaining lot area (at least twenty [20] percent of the total lot area) shall be landscaped. See 4-24 of this Ordinance for general landscaping requirements.

B. Lot Coverage Exemption The landscaped area on a lot will be considered to include such hard-surface outdoor recreation facilities as tennis courts, basketball courts, shuffleboard courts, and swimming pools, provided that:



1. the hard-surface outdoor recreation facilities make up no more than forty (40) percent of the required landscaped area, and
  2. those facilities are available for the use of all residents of the development.
- C. Required Buffers Wherever a development in the R-3A Zone adjoins land zoned RP, RP-A, R-1, or RMH, or unincorporated land designated for single family residential use in the City's comprehensive plan, a minimum ten (10) foot wide landscaped buffer shall be provided. This buffer may be included in the twenty (20) percent minimum landscaped area required in A. above.

**7-7-9 See Supplementary Regulations for Zones.**

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **ZONING AMENDMENT FROM R-3 RESIDENCE ZONE TO R-3A RESIDENCE ZONE FOR LOT 24, BLOCK 1 GUSTAFSON PARK, DIVISION NO. 3, 2<sup>ND</sup> AMENDED OF THE CITY OF IDAHO FALLS, IDAHO**

**WHEREAS**, the applicant filed an application for a Zoning Amendment on April 4, 2013; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on May 6, 2014; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public hearing on

**WHEREAS**, having reviewed the application, including all exhibits entered and having considered the issues presented:

#### **I. RELEVANT CRITERIA AND STANDARDS**

The Idaho Falls City Council considered the following criteria and standards and applied them to the final decision.

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is located at the northeast corner of the intersection of Rollandet Ave. and Sunnyside Road.
3. Areas to the immediate north and east are zoned R-3 and R-1 and include residential uses. The property to the west is zoned R-3A and has been developed as a business park.
4. The property was originally developed with four residential townhomes. Since then the most western unit has been remodeled and received conditional use permits for a professional office use.
5. The rezone to R-3A would continue to allow the residential uses, but allow the office use as a permitted use instead of a conditional use as in the R-3 Zone.
6. The conditional use permit process requires notification to neighbors of a public hearing to consider any request to change uses. This allows concerns to be brought forward by affected parties at a public hearing.

7. The property is located at the intersection of Higher and Lower Density Residential and Employment Center designations within the comprehensive plan.
8. The Idaho Falls Planning Commission recommended denial of the application by a vote of 5-1.

## **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls denied the request for a Zoning Amendment from R-3 Residence Zone to R-3A Residence Zone for Lot 24, Block 1, Gustafson Park, Division No. 3, 2<sup>nd</sup> Amended of the City of Idaho Falls, Idaho

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

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Rebecca Casper, Mayor