CITY COUNCIL
AGENDA
CITY OF BOISE

Regular Evening Meeting

Tuesday, February 11, 2020
6:00 PM

City Hall - Maryanne Jordan City Council Chambers
150 Capitol Blvd
Boise, ID 83702

MAYOR
Lauren McLean

CITY COUNCIL MEMBERS

Council President
Elaine Clegg

Council Member
Patrick Bageant

Council Member
Lisa Sánchez

Council President Pro Tem
Holli Woodings

Council Member
Jimmy Hallyburton

Council Member
TJ Thomson

Our Vision: To Make Boise the Most Livable City in the Country
I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Pursuant to Idaho Code Section 74-204(4), all agenda Items are action items, and a vote may be taken on these items.

IV. REQUEST FOR APPROVAL

1. City Council Minutes - Work Session - Feb 4, 2020 4:30 PM
2. City Council Minutes - Regular Evening Meeting - Feb 4, 2020 6:00 PM

V. SPECIAL BUSINESS

NO SPECIAL BUSINESS SCHEDULED

VI. CONSENT AGENDA

*******Items scheduled on Consent Agenda.

*All items with an asterisk(*) are considered to be routine by the Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council Member or citizen so requests in which case the item will be removed from the general order of business and considered in its normal sequence.

*A. Expenses

*1. Request for approval of the Boise City checks 503602-503778 and ACH 61843-61907 in the total amount of $1,841,703.55 as of January 30, 2020.

*B. Travel Requests


5. Rebecca Hupp, Airport, to attend AAAE Chapter Officers Meeting in Washington, DC, on March 3, 2020 - March 5, 2020.

6. Dennis Doan, Fire Department, to attend Idaho Fire Chiefs Conference in Coeur d'Alene, ID, on April 1, 2020 - April 5, 2020.

*C. Resolutions*

1. RES-59-20 A RESOLUTION APPROVING THE GOVERNOR'S TASK FORCE ON CHILDREN GRANT AWARD OF $2,682 TO THE CITY OF BOISE, BY AND THROUGH THE BOISE POLICE DEPARTMENT, FOR THE PURPOSE OF PROVIDING SPECIFIC TRAINING RELATED TO THE INVESTIGATION OF CHILD ABUSE AND CHILD NEGLECT; AUTHORIZING ACCEPTANCE OF GRANT FUNDS TO THE CITY OF BOISE; AUTHORIZING AND RATIFYING THE SIGNATURE OF THE BOISE POLICE CHIEF'S DESIGNEE EXECUTING SAID AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

2. RES-60-20 A RESOLUTION APPROVING THE RENEWAL OF FB 19-195, THICKENING POLYMER, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND POLYDYNE, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

3. RES-61-20 A RESOLUTION APPROVING CHANGE ORDER NUMBER 5 TO FB 19-031, SMALL DIAMETER SEWER REHABILITATION PROJECT 2019, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND TITAN TECHNOLOGIES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.
*4.  RES-62-20  A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-149; MAGNESIUM CHLORIDE, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND DUSTBUSTERS ENTERPRISES INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*5.  RES-63-20  A RESOLUTION APPROVING A PARTIAL RELEASE OF GRANT DEEDS AND REGULATORY AGREEMENT, BETWEEN THE CITY OF BOISE CITY, IDAHO HOUSING & FINANCE ASSOCIATION, AND BOISE HOUSING CORPORATION; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*6.  RES-64-20  A RESOLUTION APPROVING A FIRST AMENDMENT THE LICENSE AGREEMENT BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND SUEZ WATER, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*7.  RES-65-20  A RESOLUTION APPROVING THE ESTIMATE OF THE FUNDS NECESSARY FOR MAINTAINING, OPERATING, IMPROVING, EXTENDING, AND ENLARGING THE CITY OF BOISE MUNICIPAL IRRIGATION SYSTEM FOR FISCAL YEAR 2020; APPROVING THE APPORTIONMENT OF THE BUDGET ESTIMATE TO BENEFITED PROPERTIES WITHIN THE SYSTEM; SETTING A DATE FOR THE COUNCIL TO SIT AS AN IRRIGATION BOARD OF CORRECTION; AND PROVIDING AN EFFECTIVE DATE.

*D. Subdivisions - Final Plats/Time Extensions

*1.  Barnwood Subdivision No. 2, SUB19-00073, Boise City Final Plat, (SUB19-00073 / Barnwood Subdivision No. 2 / 6300 S Cole Road / Trilogy Idaho / Final Plat for a residential subdivision comprised of 114 buildable lots and 21 common lots on 17.09 acres located in a SP-03 (Syringa Valley Specific Plan) zone.)
*2. Sunnyridge Subdivision No. 4, SUB20-00001, Boise City Final Plat, (SUB20-00001 / Sunnyridge Subdivision No. 4 / Western Investing, LLC / 6475 E Clear Ridge Street / Final Plat for a residential subdivision comprised of 33 buildable lots and 5 common lots on 8.2 acres located in an R-1C (Single Family Residential) zone.)

VII. ORDINANCES

A. First Reading

1. ORD-6-20 AN ORDINANCE AMENDING BOISE CITY CODE TITLE 6, MOTOR VEHICLES AND TRAFFIC, TO ENACT A NEW CHAPTER 18, ENTITLED "USE OF A MOBILE ELECTRONIC DEVICES WHILE DRIVING"; PROVIDING LEGAL AUTHORITY, PURPOSE AND SCOPE FOR THIS ORDINANCE; PROVIDING FOR DEFINITIONS; PROHIBITING USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING GENERALLY; PROVIDING FOR CERTAIN EXCEPTIONS TO THE PROHIBITION AGAINST USE MOBILE ELECTRONIC DEVICES WHILE DRIVING; PROVIDING FOR AN INFRACTION PENALTY; PROVIDING THAT THE INFRACTION SHALL NOT BE DEEMED A MOVING VIOLATION AND SHALL NOT RESULT IN POINTS BEING ASSESSED; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Second Reading

1. ORD-5-20 AN ORDINANCE (CAR19-00019 FOR PROPERTY LOCATED AT 871 S. FIVE MILE ROAD, BOISE, ID 83709) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL - 4.8 UNITS PER ACRE (R-1B) TO SINGLE FAMILY RESIDENTIAL - 8 UNITS PER ACRE (R-1C); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

C. Third Reading

NO ORDINANCES SCHEDULED FOR THE THIRD READING CALENDAR.

VIII. UNFINISHED BUSINESS

NO UNFINISHED BUSINESS SCHEDULED.
IX. **NEW BUSINESS**

A. **Subdivisions**

1. Woodlawn Townhomes, SUB19-00069, Boise City Preliminary/Final Plat, (SUB19-00069 / Woodlawn Townhomes / Tyler Targee / 2711 W Woodlawn Ave / Preliminary and Final Plat for a residential subdivision comprised of 3 buildable lots on 0.22 acres located in an R-2 (Medium Density Residential) zone.)

B. **Public Hearings**

1. **Public Transportation Funding**
   Presenter: Karen Gallagher, Planning and Development Services, and Stephen Hunt, Valley Regional Transit
   
   *ACTION REQUESTED: Information Only*

2. CUP19-00070 / John Starr & Phaedra Anderson / 1216 S Oakland Ave / Appeal of the Planning & Zoning Commission’s denial of a conditional use permit to install a commercial parking lot on 0.29 acres located in a C-1D (Neighborhood Commercial with Design Review) zone.

3. CAR19-00030 / Dark Horse Associates, LLC / 9831 & 9819 W Shields Ave / A minor modification to the Development Agreement for a planned residential development comprised of 14 single family homes on 1.90 acres located in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone.

   Zephyr Subdivision, SUB19-00066, Boise City Preliminary Plat, (SUB19-00066 / Zephyr Subdivision / Dark Horse Associates, LLC / 9831 & 9819 W Shields Ave / Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots on 1.90 acres located in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone.)

X. **ADJOURNMENT**
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Arrangements for auxiliary aids and services necessary for effective communication for qualified persons with disabilities or language assistance requests need to be made as soon as possible, but no later than three working days before the scheduled meeting. Please contact the City Clerk if an auxiliary aid is needed.

### RECONSIDERATION OF VOTE

(A council member who voted on the prevailing side of an agenda item at the last regularly scheduled meeting may move for reconsideration under the rules of procedure adopted by the council, Boise City Code 1-02-16). This may occur at anytime during the Council meeting.
I. Call to Order

PRESENT: McLean, Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson
ABSENT:

II. Work Session Items

1. Transit Briefing (30 min)
   Presenter: Karen Gallagher, Planning and Development Services
   RESULT: DISCUSSED

2. Capital Improvement Plan Update (30 min)
   Presenter: Eric Bilimoria, Finance and Administration
   RESULT: DISCUSSED

III. Adjournment

Motion to adjourn the City Council meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: McLean, Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson
I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT: McLean, Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson
ABSENT:

Pursuant to Idaho Code Section 74-204(4), all agenda Items are action items, and a vote may be taken on these items.

IV. REQUEST FOR APPROVAL

1. City Council - Regular Day Meeting - Jan 28, 2020 12:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

V. SPECIAL BUSINESS

1. CAR19-00020 & SUB19-00049 / Reconsideration and Mediation Request
   Presenter: Cody Riddle, Planning and Development Services

   Motion to deny the request for mediation.

RESULT: APPROVED [5 TO 0]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez
ABSTAIN: Thomson

   The request for reconsideration failed due to lack of a motion.

VI. CONSENT AGENDA
*****Items scheduled on Consent Agenda.

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RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council President Pro Tem
SECONDER: Lisa Sánchez, Council Member
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

* *****Items scheduled on Consent Agenda.

* All items with an asterisk(*) are considered to be routine by the Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council Member or citizen so requests in which case the item will be removed from the general order of business and considered in its normal sequence.

A. EXPENSES

*1. Request for approval of the Boise City checks 503419-503593 and ACH 61776-61834 in the total amount of $2,396,353.86 as of January 23, 2020.

B. PUBLIC HEARING REQUESTS

*1. CAR19-00027 / Hawkins Companies / 431 & 433 S 11th Street and 1110, 1100 & 1151 W Miller Street / Rezone of 1.34 acres comprised of 5 parcels from R-ODD (Residential Office with Downtown Design Review) to C-5DD/DA (Central Business with Downtown Design Review and Development Agreement)

*2. CUP19-00064 / Richard Lomas & Neighbors / 3047 S Bown Way / Appeal of the Planning & Zoning Commission’s approval of a conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant retail building on 0.53 acres in a proposed PCD/DA (Pedestrian Commercial with Design Review and Development Agreement) zone

*3. CAR19-00022 / SU Architecture / Rezone of 0.53 acres from a C-1D (Neighborhood Commercial with Design Review) zone to a PCD/DA (Pedestrian Commercial with Design Review and Development Agreement) zone

C. TRAVEL REQUESTS

*2. Patrick Bageant, City Council, to attend Boise Metro Chamber of Commerce Leadership Conference in McCall, ID, on 04/26/2020-04/28/2020.


D. MINUTES AND REPORTS

*1. Treasury Report, December 2019

*2. Open Space and Clean Water Advisory Committee Minutes, November 7, 2019

*3. Parks and Recreation Commission Minutes, November 21, 2019

*4. Planning & Zoning Commission Hearing Minutes, October 7, 2019

*5. Planning & Zoning Commission Hearing Minutes, October 14, 2019

*6. Planning & Zoning Commission Hearing Minutes, November 4, 2019

*7. Planning & Zoning Commission Hearing Minutes, November 18, 2019

*8. Planning & Zoning Commission Hearing Minutes, December 2, 2019

*9. Planning & Zoning Commission Hearing Minutes, December 9, 2019

*10. Library Board of Trustees Meeting Minutes, December 12, 2019

*11. Library Director's Report, January 2020

E. RESOLUTIONS

*1. RES-40-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 16-120(C), STRUCTURAL PLAN CHECK SERVICES, BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES) AND KPFF CONSULTING ENGINEERS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*2. RES-41-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 15-088C, CITY LANDSCAPE MAINTENANCE, BETWEEN THE
CITY OF BOISE CITY (PARKS AND RECREATION) AND SUNSHINE LANDSCAPE, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-42-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-047 ADA ACCESSIBILITY SURVEY SERVICES & INTUITIVE HUMAN-CENTERED DESIGN BETWEEN THE CITY OF BOISE CITY (HUMAN RESOURCES) AND TINDALE OLIVER & ASSOCIATES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*4. RES-43-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 18-118 (A), MISC. CIVIL ENGINEERING SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND JACOBS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*5. RES-44-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 18-118 (C), MISC. CIVIL ENGINEERING SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND KELLER ASSOCIATES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*6. RES-45-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 19-171 (A), BODY REPAIR AND PAINT FOR CITY VEHICLES, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND LARRY H. MILLER CHRYSLER JEEP DODGE RAM; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*7. RES-46-20 A RESOLUTION APPROVING A SOLE SOURCE PROCUREMENT SS 16-080, STANDARDIZATION TO BMW MOTORCYCLES (POLICE DEPARTMENT AND FLEET SERVICES); APPROVING AUTHORIZATION TO PROCE; AND PROVIDING AN EFFECTIVE DATE.

*8. RES-47-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-146; FY2020 SMALL DIAMETER SEWER REPLACEMENT, RSP-334, BETWEEN THE CITY OF
BOISE CITY (PUBLIC WORKS) AND WICKHAM PIPELINE CONSTRUCTION; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*9. RES-48-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 19-171 (B), BODY REPAIR AND PAINT FOR CITY VEHICLES, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND ACE AUTO BODY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-49-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 19-171 (C), BODY REPAIR AND PAINT FOR CITY VEHICLES, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND LITHIA BODY AND PAINT OF BOISE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*11. RES-50-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 19-171 (D), BODY REPAIR AND PAINT FOR BOISE CITY VEHICLES, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND HAROLD'S AUTO BODY INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*12. RES-51-20  A RESOLUTION APPROVING THE RENEWAL OF RFQ 17-168 (B), FABRICATION AND INSTALLATION OF INTERPRETIVE SIGNS, BETWEEN THE CITY OF BOISE CITY (ARTS AND HISTORY) AND SIGNS 2 U; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*13. RES-52-20  A RESOLUTION APPROVING THE RENEWAL OF RFQ 17-168 (C), FABRICATION AND INSTALLATION OF INTERPRETIVE SIGNS, BETWEEN THE CITY OF BOISE CITY (ARTS AND HISTORY) AND TRADEMARK SIGN COMPANY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
14. RES-53-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 19-193 (A), LENEL SECURITY SYSTEM SERVICES, BETWEEN THE CITY OF BOISE CITY (HUMAN RESOURCES) AND APEX INTEGRATED SECURITY SOLUTIONS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

15. RES-54-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 19-193B, LENEL SECURITY SYSTEM SERVICES, BETWEEN THE CITY OF BOISE CITY (HUMAN RESOURCES) AND ATS FACILITY SYSTEMS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

16. RES-55-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 16-146B, PREFERRED MEDICAL PROVIDERS, BETWEEN THE CITY OF BOISE CITY (HUMAN RESOURCES) AND EMERGENCY RESPONDERS HEALTH CENTER; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

17. RES-56-20 A RESOLUTION APPROVING A LICENSE AGREEMENT BY AND BETWEEN ST. LUKE’S HEALTH SYSTEM, LTD. AND THE CITY OF BOISE CITY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE AGREEMENT FOR AND ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

18. RES-57-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A PROFESSIONAL SERVICES AND LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE DOWNTOWN BOISE ASSOCIATION, BY WHICH THE CITY GRANTS THE DOWNTOWN BOISE ASSOCIATION A LIMITED, NON-EXCLUSIVE LICENSE TO USE, MANAGE, AND OPERATE THE TRAILER STAGE OWNED BY THE CITY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

19. RES-58-20 A RESOLUTION APPOINTING MAYOR LAUREN MCLEAN AND COUNCIL MEMBER ELAINE CLEGG AS THE CITY OF BOISE CITY’S PRIMARY REPRESENTATIVES ON THE
VALETTY REGIONAL TRANSIT GOVERNING BOARD, AND COUNCIL MEMBER JIMMY HALLYBURTON AS AN ALTERNATE REPRESENTATIVE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID APPOINTMENTS; AND PROVIDING AN EFFECTIVE DATE.

F. SUBDIVISIONS - FINAL PLATS/TIME EXTENSIONS

*1. Baserri Subdivision No. 4, SUB19-00072, Boise City Final Plat, (SUB19-00072 / Baserri Subdivision No. 4 / Hayden Homes Idaho, LLC / 7791 W Lake Hazel Rd / Final Plat for a residential subdivision comprised of 34 buildable lots and 7 common lots on 7.37 acres located in a R-1C (single-family residential) zone.)

*2. Jefferson Condominiums, SUB19-00078, Boise City Final Plat, (SUB19-00078 / Jefferson Condominiums / Core Building Company / 1713 W Jefferson St / Final Plat for a residential subdivision comprised of 1 common lot and 6 condominium units on 0.14 acres located in an R-3D (Multi-Family Residential with Design Review Overlay) zone.)

*3. Chase Street Cottages, SUB19-00068, Boise City Final Plat, (SUB19-00068 / Chase Street Cottages / Riley Planning Services / 1503 S Chase Street / Final Plat for a residential subdivision comprised of 6 buildable lots located on .45 acres in an R-2D zone.)

VII. ORDINANCES

A. FIRST READING

Moved that all ordinances on first reading be read by number and title only and filed for the Second Reading Calendar.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

1. ORD-5-20 AN ORDINANCE (CAR19-00019 FOR PROPERTY LOCATED AT 871 S. FIVE MILE ROAD, BOISE, ID 83709) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL - 4.8 UNITS PER ACRE (R-1B) TO SINGLE FAMILY RESIDENTIAL - 8 UNITS PER ACRE (R-1C); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.
RESULT: FIRST READ  
Next: 2/11/2020 6:00 PM

B. THIRD READING

Moved that further reading of (ORD-1-20), (ORD-2-20), (ORD-3-20) and (ORD-4-20) be dispensed with and the record show that they have been read the third time in full.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

1. ORD-1-20  AN ORDINANCE (CAR19-00012 FOR PROPERTY LOCATED AT 10990 W. FAIRVIEW AVE.) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM NEIGHBORHOOD COMMERCIAL WITH DESIGN REVIEW (C-1D) TO GENERAL COMMERCIAL WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT (C-2D/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

2. ORD-2-20  AN ORDINANCE (CAR19-00018 FOR PROPERTY LOCATED AT 10675 W. FLORENCE DR.) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL, LARGE LOT (R-1A) TO SINGLE FAMILY RESIDENTIAL, URBAN (R-1C); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

3. ORD-3-20  AN ORDINANCE (CAR19-00005) FOR PROPERTY LOCATED AT 1620 W. BANNOCK STREET, AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE
CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM C-2D (GENERAL COMMERCIAL WITH DESIGN REVIEW) TO R-OD/DA RESIDENTIAL-OFFICE WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT; SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

4. ORD-4-20 AN ORDINANCE (CAR19-00003 FOR PROPERTY LOCATED AT 9819 & 9831 W SHIELDS AVE) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL (R-1C) TO MEDIUM DENSITY RESIDENTIAL WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT (R-2D/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

VIII. NEW BUSINESS

A. SUBDIVISIONS

1. Ellsworth Cook Subdivision, SUB19-00057, Boise City Preliminary/Final Plat, (SUB19-00057 / Ellsworth Cook Subdivision / Preliminary and Final Plat for a residential subdivision comprised of 1 common and 6 buildable lots on 0.86 acres located at 2818 & 2910 W Neff St in an R-1C (Single Family Residential) zone.)

Cody Riddle, Planning and Development Services presented the item to Council.

Ben Semple, Applicant Representative, 1014 S La Pointe Street, Boise, ID testified on the item.
RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

2. David Ellis, SOS19-00025, Boise City Vacation of Plat Note, (SOS19-00025 / David Ellis / 4060 N Columbine St / Request to vacate a portion of the plat note regarding building setbacks for Lots 16 & 17 of Block 1 in the Big Sky Subdivision - No. 2.)

Cody Riddle, Planning and Development Services presented the item to Council.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

B. PUBLIC HEARINGS

1. Consideration of the proposed "Use of a Mobile Electronic Device While Driving" Ordinance and the related infraction penalties.

Council President Pro Tem Woodings, Corporal Ryan Jones and Chief Masterson, Boise Police Department presented the item to Council.

Don Lynn, ARRL, 1055 E Parkcenter Blvd, Boise, ID; and Andrew Hall, 11338 W Maple Ct, Boise, ID testified on the item.

RESULT: DISCUSSED

ORD-6-20 AN ORDINANCE AMENDING BOISE CITY CODE TITLE 6, MOTOR VEHICLES AND TRAFFIC, ENACTING A NEW CHAPTER 18, USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

RESULT: SCHEDULE FOR READING CALENDAR Next: 2/11/2020 6:00 PM

2. CAR19-00023 / Aaron Seehower / 10390 W State St / Rezone of 0.57 acres from an R-1C (Single Family Residential) zone to a PCD (Pedestrian Commercial with Design Review) zone.

Cody Riddle, Planning and Development Services presented the item to Council.

Eric Anderson, Applicant Representative, 1119 E State St, Eagle, ID testified on the item.
3. CUP19-00072 / Pipkin Construction / 7801 W Lemhi St / Special exception to operate an RV Park on 3.67 acres located in an M-1D (Light Industrial with Design Review) zone.

Nicolette Womack, Planning and Development Services presented the item to Council.

Josh Pipkin, Applicant, 7801 Lemhi Ln, Boise, ID; and Dale Pipkin, Applicant, 7801 Lemhi Ln, Boise, ID testified on the item.

Motion to approve with a condition of a rock wall on the West end of the property.

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IX. ADJOURNMENT

Motion to adjourn the City Council meeting.

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APPROVE:

Lauren McLean, Mayor

ATTEST:

[Signature]

Lauren McLean, Mayor
## CURRENT EXPENSE CASH PAYMENT REGISTER

01/30/20

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Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $1,841,703.55 (Check report January 30 2020)
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<td>503750</td>
<td>1/30/2020</td>
<td>18,045.61</td>
</tr>
<tr>
<td>SAFEGUARD BUSINESS SYSTEMS</td>
<td>503751</td>
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<td>192.64</td>
</tr>
<tr>
<td>SCOTT FOSTER</td>
<td>503752</td>
<td>1/30/2020</td>
<td>900.00</td>
</tr>
<tr>
<td>SETTLERS IRRIGATION DISTRI</td>
<td>503753</td>
<td>1/30/2020</td>
<td>595.47</td>
</tr>
<tr>
<td>SHI INTERNATIONAL</td>
<td>503754</td>
<td>1/30/2020</td>
<td>136.80</td>
</tr>
<tr>
<td>SOCIAL SPACE</td>
<td>503755</td>
<td>1/30/2020</td>
<td>20,000.00</td>
</tr>
<tr>
<td>SOUTHWEST IDAHO RC&amp;D COUNC</td>
<td>503756</td>
<td>1/30/2020</td>
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</tr>
<tr>
<td>STEIN DISTRIBUTING</td>
<td>503757</td>
<td>1/30/2020</td>
<td>12.62</td>
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<tr>
<td>SUEZ WATER IDAHO</td>
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<tr>
<td>SUEZ WATER IDAHO</td>
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<tr>
<td>SUNROC</td>
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<td>503761</td>
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<td>837.99</td>
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<tr>
<td>T-O ENGINEERS</td>
<td>503762</td>
<td>1/30/2020</td>
<td>82,560.90</td>
</tr>
<tr>
<td>THORNTON OLIVER KELLER</td>
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</tr>
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<td>TIMBERSTONE LANDSCAPING</td>
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<td>1/30/2020</td>
<td>232.00</td>
</tr>
<tr>
<td>TVIHOA</td>
<td>503766</td>
<td>1/30/2020</td>
<td>12,084.00</td>
</tr>
<tr>
<td>VAN DYCK FRAME DESIGN</td>
<td>503767</td>
<td>1/30/2020</td>
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<tr>
<td>VETOVATION</td>
<td>503768</td>
<td>1/30/2020</td>
<td>19,925.00</td>
</tr>
<tr>
<td>VIRGINIA DONOSO</td>
<td>503769</td>
<td>1/30/2020</td>
<td>25.00</td>
</tr>
<tr>
<td>VWR INTERNATIONAL</td>
<td>503770</td>
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<tr>
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<td>503772</td>
<td>1/30/2020</td>
<td>249.00</td>
</tr>
<tr>
<td>WEIDNER &amp; ASSOCIATES</td>
<td>503773</td>
<td>1/30/2020</td>
<td>3,911.25</td>
</tr>
<tr>
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<td>503774</td>
<td>1/30/2020</td>
<td>500.00</td>
</tr>
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<td>503775</td>
<td>1/30/2020</td>
<td>476.00</td>
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<td>1/30/2020</td>
<td>95.00</td>
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<tr>
<td>WIENHOFF DRUG TESTING</td>
<td>503777</td>
<td>1/30/2020</td>
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<tr>
<td>ZOLL MEDICAL</td>
<td>503778</td>
<td>1/30/2020</td>
<td>101,045.10</td>
</tr>
<tr>
<td>BANK OF AMERICA</td>
<td>1523</td>
<td>1/30/2020</td>
<td>130,930.68</td>
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</tbody>
</table>

1,841,703.55
# City of Boise

## Employee Travel Authorization / Advance Request / Expense Report

**TRAVELER & TRIP INFORMATION**

<table>
<thead>
<tr>
<th>Employee</th>
<th>Sara A. Peyton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>Mayor's Office</td>
</tr>
<tr>
<td>Employee Vendor #</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>02/05/2020</td>
</tr>
</tbody>
</table>

**Trip Purpose**

United States Conference of Mayors - 88th Winter Meeting for the first national gathering of local elected officials in the 2020 presidential cycle

**Destination**

Washington, D.C.

**Departure Date & Time**

Tuesday, January 21, 2020

**Return Date & Time**

Friday, January 24, 2020

**City Council Approval Date**

(As required)

**Attachment: Travel Authorization Feb 5 2020 - Sara Peyton (Jan 21-Jan24)  (Sara A. Peyton - Washington, DC)**

## ADVANCE REQUEST

**Advance #**

300.00

**Description**

No advance requested

**Per Diem Calculation**

<table>
<thead>
<tr>
<th>Meal</th>
<th>Meal per day</th>
<th>Meal Category</th>
<th>Car Rental/Shuttle/Taxi</th>
<th>Car Rental/Shuttle/Taxi Category</th>
<th>Total Advance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>3</td>
<td>18.00</td>
<td>15.22</td>
<td>15.22</td>
<td>248.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>2</td>
<td>20.00</td>
<td>15.22</td>
<td>15.22</td>
<td></td>
</tr>
<tr>
<td>Dinner</td>
<td>2</td>
<td>24.00</td>
<td>15.22</td>
<td>15.22</td>
<td>20.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>15.22</td>
<td>15.22</td>
<td>248.00</td>
</tr>
</tbody>
</table>

**Description/Comments/Preferences**

No advance was given to employee prior to traveling as she wanted to be reimbursed for meals.

## ACTUAL COSTS

<table>
<thead>
<tr>
<th>Meal</th>
<th>Meal per day</th>
<th>Meal Category</th>
<th>Car Rental/Shuttle/Taxi</th>
<th>Car Rental/Shuttle/Taxi Category</th>
<th>Total Advance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>3</td>
<td>18.00</td>
<td>15.22</td>
<td>15.22</td>
<td>248.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>2</td>
<td>20.00</td>
<td>15.22</td>
<td>15.22</td>
<td></td>
</tr>
<tr>
<td>Dinner</td>
<td>2</td>
<td>24.00</td>
<td>15.22</td>
<td>15.22</td>
<td>20.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>15.22</td>
<td>15.22</td>
<td>248.00</td>
</tr>
</tbody>
</table>

**Description/Comments/Preferences**

No advance was given to employee prior to traveling as she wanted to be reimbursed for meals.

## RECONCILIATION OF TOTAL TRAVEL COSTS

<table>
<thead>
<tr>
<th>Advanced to Employee Expense Difference</th>
<th>A</th>
<th>Difference (B - A)</th>
<th>Difference if positive - City will reimburse employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Check</td>
<td>-</td>
<td>57.88</td>
<td>-</td>
</tr>
<tr>
<td>P-Card</td>
<td>-</td>
<td>1,895.77</td>
<td>-</td>
</tr>
<tr>
<td>Total travel costs</td>
<td>-</td>
<td>1,953.65</td>
<td>-</td>
</tr>
</tbody>
</table>

**Reimbursement #**

57.88

**Description**

No per diem/advance was given to employee prior to travel.

*BY SIGNED BELOW I CERTIFY THAT THE AMOUNT IS JUST AND CORRECT. THE AMOUNT CLAIMED IS LEGALLY DUE AFTER ALLOWING FOR JUST CHARGES AND THAT NO PART OF THE SAME HAS BEEN PREVIOUSLY PAID.*

**Employee Signature**

[Signature]

**Date**

[Date]

**Emergency Travel?**

[Yes/No]

**Supervisor Signature**

[Signature]

**Date**

[Date]
City of Boise
Employee Travel
Authorization / Advance Request / Expense Report

TRAVELER & TRIP INFORMATION
Employee: Sara A. Peyton
Department: Mayor's Office
Trip Purpose: Women Mayors' Network Kickoff Meeting

Destination: Washington, D.C.
Departure Date & Time: Fri January 24, 2020
Return Date & Time: Sat January 25, 2020
City Council Approval Date: (revised)

Company: Acct Unit: 101
Acct #: 1001
Grant/Activity: 

ADVANCE REQUEST
Advance #: $0.00
Description: No advance requested

Check the box that applies to the travel being conducted:

☐ No portion of the travel expenses for this trip are being paid for by a vendor or potential vendor of the City.

☐ All, or a portion of this trip is being paid for by non-city funds and has been reviewed and authorized by Legal and Human Resources and the Ethics Commission. Send this completed form and any other relevant information to BOCA@cityofboise.org for review and approval. Allow 5 business days for legal and HR review.

Per Diem Calculation
Per Diem Rates/Meals & Incidental Expenses breakdown:

<table>
<thead>
<tr>
<th>Employee advance</th>
<th>M&amp;E</th>
<th># of days</th>
<th>per each M&amp;E</th>
<th>total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel To Site</td>
<td></td>
<td>1</td>
<td>18.00</td>
<td>18.00</td>
</tr>
<tr>
<td>Lodging</td>
<td></td>
<td>1</td>
<td>15.00</td>
<td>15.00</td>
</tr>
<tr>
<td>Registration Fees</td>
<td></td>
<td>1</td>
<td>34.00</td>
<td>34.00</td>
</tr>
<tr>
<td>Incidental</td>
<td></td>
<td>1</td>
<td>5.00</td>
<td>5.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>74.00</td>
</tr>
</tbody>
</table>

ACTUAL COSTS

<table>
<thead>
<tr>
<th>Employee Advance</th>
<th>Employee Expense</th>
<th>Difference</th>
<th>City Check</th>
<th>P-Card</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel To Site</td>
<td>368.20</td>
<td>(368.20)</td>
<td>368.20</td>
<td>368.20</td>
<td></td>
</tr>
<tr>
<td>Lodging</td>
<td>183.00</td>
<td>(183.00)</td>
<td>183.00</td>
<td>183.00</td>
<td></td>
</tr>
<tr>
<td>Registration Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem w/ meals permitted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Rental/Shuttle/Taxi</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checked Bag Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (explain)</td>
<td>25.61</td>
<td>25.61</td>
<td>(51.30)</td>
<td>51.30</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>576.81</td>
<td>25.61</td>
<td>(51.30)</td>
<td>51.30</td>
<td>576.81</td>
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</table>

RECONCILIATION OF TOTAL TRAVEL COSTS

<table>
<thead>
<tr>
<th>Reimbursement #</th>
<th>25.61</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>No advance was requested. Employee wanted to be reimbursed for meals.</td>
</tr>
</tbody>
</table>

BY SIGNING BELOW / CERTIFY THAT THE AMOUNT IS JUST AND CORRECT. THE AMOUNT CLAIMED IS LEGALLY DUE AND ALLOWING ALL JUST CREDITS, AND THAT NO PART OF THE SAME HAS BEEN PREVIOUSLY PAID.

Employee Signature: [Signature]
Date: [Date]

Emergency Travel: [Signature]
Supervisor Signature: [Signature]
Date: [Date]

Packet Pg. 28
Attachment: Travel Authorization Feb 5 2020 - Sara Peyton (Jan 24-Jan 25) (Sara A. Peyton - Washington, DC)
# TRAVEL AUTHORIZATION FORM

## 1 - REQUEST INFORMATION

**Name:** Rebecca Hupp  
**Department:** Airport  
**Travel Reason (be specific):** Routes Americas 2020  
**Benefit to the City of Boise:**  
**Destination:** Indianapolis, Indiana  
**Date and Time of Travel:** February 3-7, 2020  
**Duration of Travel:**  
**Other Employees Attending This Function:**  

### Transportation Used

<table>
<thead>
<tr>
<th></th>
<th>Air</th>
<th>Personal Vehicle</th>
<th>City Vehicle</th>
<th>Car Rental</th>
</tr>
</thead>
</table>

## 2 - COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Cash Advance</th>
<th>Cash Reimbursement</th>
<th>Dept. PCard</th>
<th>Invoice/Voucher</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel to Site</td>
<td></td>
<td>400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Rental/Shuttle</td>
<td>$50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging</td>
<td></td>
<td></td>
<td>$600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem (less meals provided)</td>
<td></td>
<td></td>
<td>$280.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registration Fees</td>
<td></td>
<td></td>
<td></td>
<td>$1,984.00</td>
<td></td>
</tr>
<tr>
<td>Other (be specific)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:** $ 0.00  
$ 330.00  
$ 2,984.00  
$ 0.00  
3314.00

## 3 - APPROVALS

**Employee signature:** Rebecca Hupp  
**Supervisor signature:** [Signature]  
**Date:** 1/27/2020 (Approved)

**Other Required signature:**  
**Date:** 1/29/2020 (Denied)

**Other Required signature:**  
**Date:**  

**Mayor’s signature (if required):**  
**Date:**  

**Date of Council Review:**  

---

Please return completed travel approval form to employee

**Traveler:** Please attach a copy of completed approval form to expense reimbursement request form for this trip

*Copy 1: Request for Cash Advance  
Copy 2: Expense Reimbursement Form  
Copy 3: Employee*
### TRAVEL AUTHORIZATION FORM

**1 - REQUEST INFORMATION**

- **Name:** Rebecca Hupp
- **Department:** Airport
- **Travel Reason (be specific):** WSA Noise Forum Agenda
- **Benefit to the City of Boise:**
- **Destination:** Tucson AZ
- **Date and Time of Travel:** February 19-21, 2020
- **Duration of Travel:**
- **Other Employees Attending This Function:**

**Transportation Used:**
- Air [x]
- Personal Vehicle [ ]
- City Vehicle [ ]
- Car Rental [ ]

**2 - COSTS**

<table>
<thead>
<tr>
<th></th>
<th>Cash Advance</th>
<th>Cash Reimbursement</th>
<th>Dept. PCard</th>
<th>Invoice/ Voucher</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel to Site</td>
<td></td>
<td>$310.47</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Rental/Shuttle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging</td>
<td></td>
<td></td>
<td></td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>Per Diem (less meals provided)</td>
<td></td>
<td>$183.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registration Fees</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Other (be specific)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td>$ 0.00</td>
<td>$233.00</td>
<td>$610.47</td>
<td>$0.00</td>
<td>843.47</td>
</tr>
</tbody>
</table>

**Cash Advance Requested:**

**3 - APPROVALS**

- **Employee signature** Rebecca Hupp
- **Date:** 1-29-2020
- **Supervisor signature**
- **Date:** 1-29-2020
- **Other Required signature**
- **Date:**
- **Other Required signature**
- **Date:**
- **Mayor's signature (if required)**
- **Date:**

**Date of Council Review:**

Please return completed travel approval form to employee.

Traveler: Please attach a copy of completed approval form to expense reimbursement request form for this trip.

**Copy 1:** Request for Cash Advance
**Copy 2:** Expense Reimbursement Form
**Copy 3:** Employee
**TRAVEL AUTHORIZATION FORM**

1. **REQUEST INFORMATION**

   - **Name:** Rebecca Hupp
   - **Department:** Airport
   - **Travel Reason (be specific):** AAAE Chapter Officers Meeting
   - **Benefit to the City of Boise:**
   - **Destination:** Washington DC
   - **Date and Time of Travel:** March 3-5, 2020
   - **Duration of Travel:**
   - **Other Employees Attending This Function:**

   **Transportation Used:** Air ✗ Personal Vehicle □ City Vehicle □ Car Rental □

2. **COSTS**

<table>
<thead>
<tr>
<th></th>
<th>Cash Advance</th>
<th>Cash Reimbursement</th>
<th>Dept. PCard</th>
<th>Invoice/ Voucher</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel to Site</td>
<td></td>
<td>$400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Rental/Shuttle</td>
<td></td>
<td>$50.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging</td>
<td></td>
<td>$500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem (less meals provided)</td>
<td></td>
<td>$228.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registration Fees</td>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (be specific)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td>$0.00</td>
<td>$278.00</td>
<td>$900.00</td>
<td>$0.00</td>
<td>1178.00</td>
</tr>
</tbody>
</table>

   **Cash Advance Requested:**

   **3. APPROVALS**

   - **Employee signature:** Rebecca Hupp
   - **Date:** 1-29-2020
   - **Supervisor signature:** Lauren McLean
   - **Date:** 1-29-20
   - **Other Required signature:**
   - **Date:**
   - **Other Required signature:**
   - **Date:**
   - **Mayor’s signature (if required):**
   - **Date:**
   - **Date of Council Review:**

   **Please return completed travel approval form to employee**

   **Traveller:** Please attach a copy of completed approval form to expense reimbursement request form for this trip

---

*Attachment: Travel Authorization Feb 5 2020 - Rebecca Hupp AAAE Chapter Officer's Meeting (Rebecca Hupp - Washington, DC)*
**TRAVEL AUTHORIZATION FORM**

**1 - REQUEST INFORMATION**

Name: Dennis Doan  
Date: 15-Jan-20  
Department: Fire  
Accct/Service Unit to be Charged: 1400

Travel Reason (be specific): IDAHO FIRE CHIEFS CONFERENCE  
Benefit to the City of Boise: INFORMATIONAL CONFERENCE  
Destination: Coeur d'Alene, ID  
Date and Time of Travel: April 1, 2020 8:15 am - April 5, 2020 12:00 p.m.  
Duration of Travel: 5 days  
Other Employees Attending This Function: BFD Command Staff - to be determined later

**2 - COSTS**

<table>
<thead>
<tr>
<th>Transportation Used:</th>
<th>Cash Advance</th>
<th>Cash Reimbursement</th>
<th>Dept. PCard</th>
<th>Invoice/Voucher</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air</td>
<td></td>
<td>$160.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Vehicle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Vehicle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Rental</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Travel to Site  
Car Rental/Shuttle  
Lodging  
Per Diem (less meals provided)  
Registration Fees  
Other (be specific)  
TOTAL: $196.50  
$140.00  
$1,537.00  
$0.00

Cash Advance Requested: $161.50

**3 - APPROVALS**

Employee signature:  
Date: 1/16/2020

Supervisor signature:  
Date: 1/27/20

Other Required signature  
Date:  
Other Required signature  
Date:  
Mayor's signature (if required)  
Date:  
Date of Council Review:  
Approved □ Denied □

Check the box that applies to the travel being conducted:

- No portion of the travel expenses for this trip are being paid for by a vendor or potential vendor of the City.
- All, or a portion of this trip is being paid for by non-city funds and has been reviewed and authorized by Legal AND Human Resources OR the Ethics Commission. Send this completed form and any other relevant information to BCAO@cityofboise.org for review and approval. Allow 5 business days for Legal and HR review.
TO: Mayor and Council
FROM: Alison Tate, Police
NUMBER: RES-59-20
DATE: January 28, 2020
SUBJECT: 2020 CARTF Grant Award to Boise Police Department

BACKGROUND:

This grant comes from the Governor's Task Force on Children at Risk (CARTF - Children at Risk Task Force). This grant is intended to support the development and training and purchase of equipment in core competencies for professional involved in the investigation of child abuse and neglect.

This year's grant monies ($2,682) will allow members of the Boise Police Department to attend a specific training related to child abuse and neglect. Officers who attend the conference and training will then help Boise Police provide better service related to child abuse and neglect by sharing the conference information both internally, through briefings, block training and iLearns, and to fellow external agencies.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- CARTF Grant Information (PDF)
- 2020 Award Letter (DOCX)
- GRC Application 2020 CARTF Grant apprvd (PDF)
CITY OF BOISE

Resolution NO. RES-59-20

BY THE COUNCIL BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING THE GOVERNOR'S TASK FORCE ON CHILDREN GRANT AWARD OF $2,682 TO THE CITY OF BOISE, BY AND THROUGH THE BOISE POLICE DEPARTMENT, FOR THE PURPOSE OF PROVIDING SPECIFIC TRAINING RELATED TO THE INVESTIGATION OF CHILD ABUSE AND CHILD NEGLECT; AUTHORIZING ACCEPTANCE OF GRANT FUNDS TO THE CITY OF BOISE; AUTHORIZING AND RATIFYING THE SIGNATURE OF THE BOISE POLICE CHIEF'S DESIGNEE EXECUTING SAID AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governor's Task Force on Children at Risk has approved the City of Boise's grant request for funds to attend specific training related to the investigation of child abuse and neglect; and

WHEREAS, the City of Boise wishes to accept the grant award to fund said training for its police officers.

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

Section 1. That the Governor's Task Force on Children at Risk grant letter awarding $2,682 to the city of Boise City, attached hereto and incorporated by reference, be, and the same hereby is, approved both as to form and content.

Section 2. The Boise Police Department is authorized to accept the grant funds on behalf of the city of Boise City.

Section 3. The signature of the Boise Police Chief's designee executing the grant award on behalf of the city of Boise City is authorized and ratified.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
The Governor's Task Force on Children at Risk

GRANTS

CARTF Grant Information

The Governor's Task Force on Children at Risk supports the development of training and purchase of equipment in core competencies for professionals involved in the investigation and prosecution of child abuse and neglect.

Overview
The Task Force is responsible for developing, establishing and operating programs designed to improve (Preference will be given to grant applicants that meet the below-stated objectives)

a. The handling of child abuse and neglect cases, particularly cases of child sexual abuse and exploitation; and
b. The handling of cases of suspected child abuse or neglect related fatalities; and
c. The investigation and prosecution of cases of child abuse and neglect, particularly child sexual abuse and exploitation; and
d. The handling of cases involving children with disabilities or serious health-related problems who are victims of abuse or neglect.

Criteria
Applicants must represent one of the disciplines as outlined in the Executive Order.
- Grant requests addressing the need for training, equipment, and start-up of newly forming MDTS and CACs will be considered.
- Grant requests for training will not be considered for one individual. The training must reach and benefit multiple participants.
- Grants request must not exceed $9000.
- Applications that focus on prevention are outside of the funding parameters and will not be considered.

Process and Notification
All grant applications will be screened and scored for accuracy and need before being presented to the general membership of the Task Force.

Applications are accepted and reviewed on a continuous basis.

Reporting
As a condition of award, all grant recipients must submit a progress report six months from the receipt of funds. Failure to submit the six-month report may result in the applicant being excluded from receiving funds in future funding cycles.

The Task Force may require additional reporting as a condition of award.

Fillable pdf of GRANT APPLICATION HERE

Completed grant applications should be emailed to Ms. Mindy Peper at idcartff@gmail.com.

© 2019 Idaho Governor's Task Force on Children at Risk
January 15, 2020

Adam Nielson  
333 N Mark Stall Pl  
Boise, ID 83704

Re: MDT Grant Request

Dear Mr. Nielson:

We are pleased to inform you that the CARTF Board has approved to partially fund your MDT grant request not to exceed $2682. CARTF is granting you the funds to be used for attending training as requested in your December 2019 application. All unused grant funds shall be returned to the State of Idaho, Department of Health and Welfare, by the applicant no later than thirty (30) days of the receipt of the equipment or training.

A check will be issued payable to City of Boise Police within 30 days. Included with this email is a W-9. Please complete and return to Mindy Peper to process your payment. Your Grant Monitoring Report shall be emailed to Mindy Peper no later than 30 days after you complete your training.

Thank you,

Mindy Peper  
Administrative Support, CARTF  
208.369.1994  
idcartf@gmail.com
City of Boise
Grant Review Application
Finance Department

Before applying for grant funding, provide the following information to the Department Chief Administration Officer and Finance Manager. Upon their review and Dept Director approval, this form will be submitted to the Grant Review Committee. This document, after being approved by the Grant Review Committee, must accompany the agenda item seeking City Council to approve the grant award or acceptance of funds. Please attach any information you feel would help the Committee in their review of this request.

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Police Special Victims Unit</th>
<th>Name of Project Manager:</th>
<th>Adam Nielson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title of Person Completing Application:</td>
<td>Julie Bryson</td>
<td>Name of Grant:</td>
<td>CARTF Grant</td>
</tr>
<tr>
<td>Granting agency:</td>
<td>Originating Grantor:</td>
<td>The Admin. for Children &amp; Families</td>
<td>Idaho Governor's Children at Risk Task Force</td>
</tr>
<tr>
<td>CFDA Number:</td>
<td>Pass Through Agency:</td>
<td></td>
<td>Dept of H&amp;W, Child &amp; Family Services</td>
</tr>
<tr>
<td>Brief description of the purpose of the grant:</td>
<td></td>
<td>Training</td>
<td></td>
</tr>
</tbody>
</table>

Has the City received this grant in previous years or is this a first time application:
Yes

City departments affected by this grant:
Police

List any Private or Non-profit partners involved in the implementation of this grant:
N/A

What vision and policies does this grant align with in the City’s Comprehensive Plan:
Maintain a Safe and Secure Community

Financial Information

<table>
<thead>
<tr>
<th>Amount of grant:</th>
<th>$2,700.00</th>
<th>Does this grant require future financial commitments of any kind:</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for application (date):</td>
<td>01/31/2020</td>
<td>If yes, what is the total amount:</td>
<td></td>
</tr>
<tr>
<td>Does this grant have supplement or supplant considerations:</td>
<td>No</td>
<td>Over how many years:</td>
<td></td>
</tr>
<tr>
<td>Are matching funds required:</td>
<td>No</td>
<td>Does this grant require purchase or construction of capital assets &gt; $50k:</td>
<td>No</td>
</tr>
<tr>
<td>If yes, match amount [%]:</td>
<td>0.00%</td>
<td>If yes, describe the Capital Asset:</td>
<td></td>
</tr>
<tr>
<td>Type of funds:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, match amount [%]:</td>
<td>0.00%</td>
<td>Are you purchasing equipment with this grant:</td>
<td>No</td>
</tr>
<tr>
<td>Type of funds:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, match amount [%]:</td>
<td>0.00%</td>
<td>Are you purchasing items, goods or services?</td>
<td>No</td>
</tr>
<tr>
<td>Type of funds:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does this grant require hiring any new employees to be funded from grant dollars:</td>
<td>No</td>
<td>What is the grant period in which funds will be received:</td>
<td>90 days</td>
</tr>
<tr>
<td>If yes, how many and what time frame:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attachment: GRC Application 2020 CARTF Grant apprvd (RES-59-20 : 2020 CARTF Grant Award to Boise Police Department)
Does IT support this request: No

List any Information Technology implications of this grant:

Describe the reporting/audit/compliance requirements of this grant:

As a condition of award, all grant recipients must submit a progress report six months from the receipt of funds.

Please describe the public concern, issue or unmet need that this grant will address and potential ramifications to the community if this issue is not addressed by the City of Boise:

This grant will provide the opportunity to gain training to serve some of our most vulnerable populations within our city. With this grant, service to the our community will improve, as we will be better equipped to respond to specific scenarios/situations with the most up-to-date information and resources. We should always strive to provide the very best to our community.

Please provide any additional information that you would like to provide to the Grant Review Committee:

Our team hopes to utilize this training in many ways!
* Present training to the Treasure Valley Victim Witness Coordinators
* Present training presentation to the Boise Police Department, either through briefings, block training, a formal mandatory iLearn presentation, or other Department approved method(s)
* Present training to Treasure Valley law enforcement agencies through agency-approved methods
* Implement this knowledge and skill set into my Domestic Violence presentations for the Citizen's Police Academy, the Boise Police Department, and POST
* Utilize these skills for both the Boise Police Department’s scenario-based trainings and for POST
* Present these skill sets, techniques, resources, etc. to community partners and their employees, such as the Boise Rescue Mission
* Present training during a MDT meeting at FACES of Hope
* Utilize the concepts and knowledge in educational blocks with the kids during CHAMP (Children Healing from Abuse for Maximum Potential) Camp
* Share the newly acquired knowledge and resources with CARTF, should they request
* Improve how we do our job and the kids we serve every single day

Please provide any additional information that you would like to provide to the Grant Review Committee:

Our team hopes to utilize this training in many ways!
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* Share the newly acquired knowledge and resources with CARTF, should they request
* Improve how we do our job and the kids we serve every single day

Finance Manager Signature:

Chief Administrative Officer Signature:

Department Director Approval:

Printed Name:

Date:

For Grant Review Committee use only

Grant Review Committee Recommendation:

☐ Please proceed with the application, be sure to communicate with the Finance Department when the granting agency makes a decision on the application. Grant awards must be forwarded to both the Finance Manager and the Legal Dept. for review of assurances

☐ Do not proceed with this grant application. The Review Committee will contact the Department directly.
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-60-20
DATE: January 30, 2020
SUBJECT: Renewal FB 19-195: Thickening Polymer: Public Works: Polydyne, Inc.: NTE $285,000.00 annually

BACKGROUND:
The Public Works Department solicited bids for supply and delivery of dry polymer for use of operation for the Rotary Screen Thickeners (RST) to condition Waste Activated Sludge Release (WASR) as part of the West Boise Water Renewal Facility Enhanced Biological Phosphorus Removal (EBPR) process. The Bid is for an estimate annual supply in sufficient quantity to treat the process flows and solids loading as defined in the specifications section of this bid. The actual product(s) purchased will be based on trials to prove out the supplier selected options. Sample products were submitted by one (1) firm and tests were performed by staff to determine dosage rate.

To determine the true cost of each polymer the base cost of the product (price per pound) is multiplied by the amount that must be used to achieve the desired concentration (pound per ton dosage). The calculation will determine the cost to thicken each ton of sludge.

RECOMMENDATION:
Finance and Administration and Public Works Department staff recommend that FB 19-195 be renewed for one (1) year, beginning March 29, 2020, and ending March 25, 2021, not to exceed $285,000.00 annually. This is the first (1st) of two (2) annual renewals allowed by the Agreement.

FINANCIAL IMPACT:
Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:
• FB 19-195 FY20-21 Contract Renewal (PDF)
A RESOLUTION APPROVING THE RENEWAL OF FB 19-195, THICKENING POLYMER, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND POLYDYNE, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works staff recommended award of FB 19-195, Thickening Polymer, to the lowest, responsive bidder, Polydyne, Inc.; and

WHEREAS, during their meeting of March 26, 2019, the City Council followed staff recommendation and awarded Resolution No. 100-19 to Polydyne, Inc.; and

WHEREAS, the original Agreement contained a clause for renewal; and

WHEREAS, staff recommends the Agreement be renewed for a one-year period; and

WHEREAS, Polydyne, Inc. has agreed to renew the contract under the terms and conditions as specified in the attached renewal letter; and

WHEREAS, this is the first (1st) of two (2) renewals allowed by the Agreement.

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

Section 1. That the Renewal by and between the city of Boise City and Polydyne, Inc. for FB 19-195, Thickening Polymer, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
December 16, 2019

Boyd Stanley  
Polydyne

Re: Renewal of Contract for Purchase of Thickening Polymer  
City of Boise Public Works, FB 19-195

Dear Mr. Stanley:

Per the terms and conditions of the purchase agreement between your firm and Boise City, as stated in the above-referenced bid, the City is interested in renewing the purchase agreement for one year commencing March 26, 2020 through March 25, 2021 for a not to exceed amount of $285,000 annually. This is the first of two possible renewals for this bid. All other terms and conditions will be in conformance with the existing terms and conditions as per the original bid. The unit price is $2.65 for WASR RST dosage rate per dry ton. The price shall hold for the term of the renewal.

If you are interested in renewing your agreement, please indicate your acceptance by completing the appropriate area below, signing, and returning the original of this document to my attention by February 10, 2020.

If approved the renewal term will be effective upon your receipt of the executed agreement from the City.

Thank you for your interest in meeting the needs of the City of Boise. If you have any questions, please contact me at 208/608-7158 or tleatham@cityofboise.org.

Sincerely,

Tammi Leatham  
Public Works Purchasing Advisor

ACCEPTED BY:

Boyd Stanley, Vice-President  
12/19/19

Printed Name  
Date

Signature  
12/19/19

ATTEST:

City Purchasing Agent  
1-8 2020

Date

City Clerk  
Date

1\pwa\subjects\purchasing\polymerthickening\1st renewal.docx
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-61-20
DATE: February 3, 2020
SUBJECT: CO#5 FB 19-031: Small Diameter Sewer Rehab; Titan Tech: PW; NTE $15,915.

BACKGROUND:
The Project is part of the 2019 Small Diameter Rehabilitation Program and is located at various locations in the north Boise area. Changes were due to additional sewer line segments the City added to the original contract for rehabilitation. Change order numbers 1-3 were approved by Council and change order number 4 was approved by staff to extend the contract term 55 days. Change Order 5 will adjust the contract to reflect the change of conditions.

RECOMMENDATION:
Finance and Administration and Public Works Department staff recommend that Change Order #5 FB 19-031; Small Diameter Rehabilitation Project 2019 be approved in the amount of $15,915.00 to Titan Technologies, Inc., for a total contract not to exceed $933,629.50. The original contract amount was $753,735.50

FINANCIAL IMPACT:
Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 19-031 CO#5 (PDF)
CITY OF BOISE

Resolution NO. RES-61-20

BY THE COUNCIL BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING CHANGE ORDER NUMBER 5 TO FB 19-031, SMALL DIAMETER SEWER REHABILITATION PROJECT 2019, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND TITAN TECHNOLOGIES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works Department staff recommend approval of Change Order Number 5 for FB 19-031, Small Diameter Sewer Rehabilitation Project 2019, to the lowest, responsive bidder, Titan Technologies, Inc.; and

WHEREAS, during their meeting of November 6, 2018, the City Council followed staff recommendation and awarded Resolution No. 519-18, to Titan Technologies, Inc.; and

WHEREAS, during their meeting of June 18, 2019, the City Council followed staff recommendation and authorized approval of Change Order 1 Resolution No. 255-19; and

WHEREAS, during their meeting of September 24, 2019, the City Council followed staff recommendation and authorized approval of Change Order 2 Resolution No. 459-19; and

WHEREAS, during their meeting of November 19, 2019, the City Council followed staff recommendation and authorized approval of Change Order 3 Resolution No. 533-19; and

WHEREAS, Staff approved Change Order 4 for an extension of time, and

WHEREAS, this change order is for additional line segments added to the contract; and

WHEREAS, the above-described work/services requested constitute an adjustment to time, cost, or the scope of or amount of work that is within the parameters of the original contract as awarded. Staff believe that it is in the best interest of the City to contract with Titan Technologies, Inc. for the additional work.

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

Section 1. That Change Order Number 5 by and between the city of Boise City and Titan Technologies, Inc., for FB 19-031, Small Diameter Sewer Rehabilitation Project 2019, attached
CITY OF BOISE

hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Change Order for and on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
Change Order #5

Date of issuance: 1/27/2020
Effective Date: 1/27/2020

Owner’s Proj. No.: RSP-327
PO Number: 25121
F.B.: 19-031

Project: Small Diameter Rehab FY2019
Contractor: Titan Technologies
Owner: City of Boise

Notice to Proceed: 2/28/2019
Substantial Completion: 1/31/2020
Final Contract Completion: 2/10/2020

The Contract is modified as follows upon execution of this Change Order:

Description:
1. Sewage Flow Control
2. Pipe Bursting Segment Mobilization
3. Pipe Burst 8” Through 8” Pipe
4. Service Line Verification
5. Asbestos Concrete Pipe Removal and Disposal
6. Paint Repair

<table>
<thead>
<tr>
<th>CO Item No.</th>
<th>Description</th>
<th>Bid Quan</th>
<th>Unit of Mtl.</th>
<th>Unit Price</th>
<th>Scheduled Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sewage Flow Control</td>
<td>3</td>
<td>E.A.</td>
<td>$975.00</td>
<td>$2,925.00</td>
</tr>
<tr>
<td>2</td>
<td>Pipe Bursting Segment Mobilization</td>
<td>2</td>
<td>E.A.</td>
<td>$6,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Pipe Burst 8” Through 8” Pipe</td>
<td>25</td>
<td>L.F.</td>
<td>$45.00</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>4</td>
<td>Service Line Verification</td>
<td>1</td>
<td>E.A.</td>
<td>$265.00</td>
<td>$265.00</td>
</tr>
<tr>
<td>5</td>
<td>Asbestos Concrete Pipe Removal and Disposal</td>
<td>22</td>
<td>L.F.</td>
<td>$100.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>6</td>
<td>Paint Repair</td>
<td>1</td>
<td>t.s.</td>
<td>$2,300.00</td>
<td>$1,400.00</td>
</tr>
</tbody>
</table>

Total: $15,915.00

Justification:
1.-4.) Quantity adjustment is required, due to additional line segments added to the contract.
5.) Schedule item 3004.4.1 quantities exceeded original contract amount. A lower price was negotiated due to the increase of additional pipe quantities required to be removed.
6.) Contractor is to repair an offset joint in a new CIPP rehabilitated pipe segment.

Original Contract Amount: $763,735.50
Adjusted Contract by Previous Change Orders: $917,714.50
This Change Order: $15,915.00
New Contract Price Including This Change Order: $933,629.50

% of Change from Original to New Contract Amount: 2.25%
CONTRACT TIME DUE TO THIS CHANGE ORDER WILL
Date for Completion of All Work:
Substantial Completion: 1/31/2020
Contract Completion: 2/10/2020

[Signatures and dates]
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-62-20
DATE: February 3, 2020
SUBJECT: FB 20-149: Magnesium Chloride: PW: Dustbusters Enterprises; NTE $133,400.00

BACKGROUND:
The Public Works Department solicited proposals to purchase (30%) Magnesium Chloride Solution at the West Boise Water Renewal Facility for recovery and recycle of phosphorous (struvite production).

BID RESULTS:
The proposals were opened January 22, 2020, at 10:30 a.m. local time. Eighteen (18) companies received plan sets and were entered on the plan holders list. Five (5) proposals were received.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL BID</th>
<th>SLEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dustbusters Enterprises Inc.</td>
<td>$133,400.00</td>
<td>No - Evanston, WY</td>
</tr>
<tr>
<td>Envirotech Services Inc.</td>
<td>$150,000.00</td>
<td>No - Greeley, CO</td>
</tr>
<tr>
<td>Land View Inc.</td>
<td>$185,995.00</td>
<td>No - Rupert, ID</td>
</tr>
<tr>
<td>Desert Mountain Corporation</td>
<td>Non - Responsive</td>
<td>Non - Responsive</td>
</tr>
<tr>
<td>Univar Solutions USA Inc.</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

Public Works staff has reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder, Dustbusters Enterprises Inc., has been contacted by Public Works staff and indicated that they would like to proceed with the project.

RECOMMENDATION:
Finance and Administration and Public Works Department staff recommend that FB 20-149 is awarded to the lowest responsive bidder, Dustbusters Enterprises Inc., not to exceed $133,400.00. Award of this contract is subject to compliance requirements.

**FINANCIAL IMPACT:**

Department has confirmed sufficient funding is available for this obligation.

**ATTACHMENTS:**

- FB 20-149 Contract (PDF)
- FB 20-149 Magnesium Chloride-specs (PDF)
- FB 19-149 Dustbusters, Inc. -bid (PDF)
A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-149; MAGNESIUM CHLORIDE, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND DUSTBURSTERS ENTERPRISES INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works staff recommend award of FB 20-149: Magnesium Chloride, to the lowest, responsive bidder, Dustbusters Enterprises Inc.

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

Section 1. That the Agreement and Award for FB 20-149: Magnesium Chloride by and between the city of Boise City and Dustbusters Enterprises Inc., attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement and Award for and on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
GOODS CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 20-149

Project: Magnesium Chloride
Vendor: Dustbusters Enterprises, Inc.
Owner: Public Works Department, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this ______ day of __________, 2020, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Dustbusters Enterprises, Inc., hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

1. Statement of Work: The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

   Bid
   Contract Agreement
   Specifications
   Acknowledgements
   Workers' Compensation
   Liability Insurance
   Automobile Insurance

2. Amount of Contract: In an amount Not to Exceed: $133,400.00

3. Indemnification and Insurance: Vendor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnity and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Vendor shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If vendor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than $500,000 per accident for bodily injury and property damage is required. Where
applicable, the City of Boise shall be named as an additional insured.

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Vendor shall require the subcontractor provide Workers Compensation Insurance for himself and any/all the latter’s employees. Proof of insurance must be provided to Owner prior to the start of work.

Proof of all insurance shall be submitted to City of Boise, Purchasing, P.O. Box 500, Boise, ID. 83701.

4. Independent Vendor: In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

5. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

6. Method of Payment: Vendor will invoice the Department Name directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

7. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

   City of Boise
   Public Works Department
   PO Box 500
   Boise, Idaho 83701-0500

   Dustbusters Enterprises, Inc
   PO Box 15
   Evanston, WY 82930

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

9. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly
of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

10. Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

11. Assignment: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

12. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the subcontractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor’s responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

13. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

14. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Compliance with Laws: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
16. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor’s compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

17. Termination for Cause: If, through any cause, the vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the vendor, and the Owner may withhold any payments to the vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from the vendor is determined. This provision shall survive the termination of this agreement and shall not relieve the vendor of its liability to the Owner for damages.

18. Termination for Convenience of City: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 17 hereof relative to termination shall apply.

19. Vendor to Pay or Secure Taxes: The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor’s property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.

20. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.
22. **Term**: This agreement shall not be valid for more than 365 days from the date of approval by the Owner.

23. **Renewal**: With consent of both the Vendor and Owner this agreement maybe renewed with the same terms and conditions. Three (3) one-year renewals shall be allowed. Vendor may request an equitable price adjustment to reflect current market conditions. Documentation shall be provided.

24. **Entire Agreement**: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. **Applicable Law**: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. **Approval Required**: This Agreement shall not become effective or binding until approved by the City of Boise.

27. **Acceptance and Final Payment**: Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.

END OF AGREEMENT
Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

Dustbusters Enterprises Inc.  
Contractor Name

108 Meadow Dr.  
Address

Evans ton, WY 82930  
City and State

( )  
Signature

Subscribed and sworn to before me this 31st day of January, 2020.

Daunna M. Smith  
Notary Public

Evans ton, WY  
City and State

Commission Expires: 3-19-20
IN WITNESS WHEREOF, the City and the vendor have executed this Agreement as of the date first above written.

Dustbusters Enterprises, Inc
PO Box 15
Evanston, WY 82930

[Signature] 1/31/20
Date

Print Name

ACKNOWLEDGEMENT

State of Wyoming
Iss
County of Uinta

On this 31st day of January 2020, before me personally appeared Nathan Pete, known to me and known by me to be the person who executed the above instrument, who, by me first duly sworn, did depose and say that he/she is and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

[Notary Signature]

(SEAL)
CITY OF BOISE

APPROVED BY:

______________________________ Date
Mayor

______________________________ Date
ATTEST: CONTRACT AMOUNT:
City Clerk $133,400.00
CITY OF BOISE
PUBLIC WORKS DEPARTMENT
FORMAL BID

FB 20-149
Magnesium Chloride

Addenda
1. _______________
2. _______________
3. _______________
4. _______________
5. _______________

Rev 5.18
January 7, 2020

Bids will be prepared per the specifications detailed within the Invitation for Bid document. Bid packets are available at no charge with registration through DemandStar or BidNet (links provided at www.cityofboise.org/purchasing) or a CD copy can be picked up at the Purchasing Office of the City of Boise, 150 North Capitol Blvd., Boise, Idaho.

The scope of the item being sought to purchase is: Magnesium Chloride (30%)

The City of Boise reserves the right to reject any and all bids, to waive any irregularities in the bids received and to accept the bid(s) that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

Important Dates:

| “Equal or Equivalent” Requests Due | January 16, 2020 at noon Local Time |
| Questions & Clarification Due     | January 17, 2020 at noon Local Time |
| Bids                              | January 22, 2020 at 10:30 am, Local Time |

Bids will be received at the Department of Finance and Administration, Purchasing Office located at 150 N. Capitol Blvd., Boise, Idaho, 83702

The City appreciates your interest in meeting the needs of the citizens of Boise.

CITY OF BOISE, IDAHO
FB 20-149
Magnesium Chloride

BID INSTRUCTIONS AND INFORMATION

• The submission package or envelope **SHOULD BE SEALED** and **PLAINLY MARKED** with the following:

  Boise City Purchasing Office  
  150 N Capitol Blvd  
  Boise, ID 83702  
  FB 20-149 Magnesium Chloride

• Submit Bids to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.

  **OR**

• **E-Bids:** Electronic Bids submitted through DemandStar or BidNet will also be accepted for this project. Bids must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your bid, **Bidders are encouraged to verify the successful upload of the document.**

• **Sign your electronic bid. Bids without written signature will not be accepted.**

• All E-Bids must be submitted before the scheduled bid opening. In the event of a technology failure, the City reserves the right to accept all bids submitted and electronically time stamped prior to bid opening. The City will require bid receipt document to be on file as proof of timely submission. Bidders are encouraged to confirm the successful upload of their bid document. The City will not accept bids after the scheduled time for opening.

• The Owner is the City of Boise.

• **ALL BIDS MUST BE SIGNED.**

• If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Bid. Where Bid formats are requested, Bidder is to comply with all specifications.

• Additional sheets may be included if more room is needed for technical information, answers, and explanations.
These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Bid
It is the intent of this Request for Bids to define requirements in sufficient detail to secure comparable Bids. Bids shall be in accordance with Bid document requirements. Bids not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

1.2 Bid Costs
The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid. All materials and documents submitted in response to this bid become the property of the City and will not be returned.

1.3 Reserved Rights
The City of Boise reserves the right to accept or reject Bids.

1.4 Public Records
The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public’s business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you must:
   a. Indicate by marking each page of the pertinent document confidential; and,
   b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and will not be honored:
   a. Marking your entire Bid or Proposal as exempt; or,
   b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from
FB 20-149
Magnesium Chloride

disclosure under the Idaho Public Records Act, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City’s refusal to disclose any such material. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel – Prior to submission.

1.5 Taxes
The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor’s Bid/Proposal pricing.

1.6 Request for Clarification, Protest of Bid Specifications or Process
Any Bidder who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Invitation to Bid may submit a written notification to the Purchasing Office to be received no later than:

<table>
<thead>
<tr>
<th>Item</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal or Equivalent, Questions or Clarifications</td>
<td>Noon, January 16, 2020 local time</td>
</tr>
<tr>
<td>Bid/Proposal Specification Protest request</td>
<td>Noon, January 17, 2020 local time</td>
</tr>
</tbody>
</table>

The notification will state the exact nature of the clarification or protest and describe the location of the protested portion or clause in the Bid document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The Purchasing Office may deny the protest, modify the Bid and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Bidder.

Written requests are to be directed to:

Tammi Leatham
City of Boise Purchasing
150 N. Capitol Blvd
Boise ID 83702
Fax: 208-384-3995
tleatham@cityofboise.org

1.7 Addenda
If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing. Verbal modifications are not binding on the City or the Bidder. No oral changes will be considered or acknowledged. Bidders are requested to acknowledge each addendum received in their Bid/Proposal Response.

1.8 Modification and Withdrawal of Bid
A Bid/Proposal may be modified or withdrawn by the Bidder prior to the set date and time for the opening of Bids. Bids may not be modified or withdrawn after the Bid opening.
FB 20-149
Magnesium Chloride

1.9 Bid and Price Guarantee
It is desired that the submitted Bid remain in effect for a minimum of 90 days, along with all Bid pricing. If this is not accepted, Bidder is to so indicate.

1.10 Disadvantaged Business Enterprises (D.B.E.)
D.B.E. firms and business enterprises are encouraged to submit a Bid. Women owned and minority owned firms are encouraged to submit a Bid. The City actively encourages any Bids by D.B.E. firms for goods and services for the City.

1.11 Evaluation of Bidder
Award will be whichever is determined to be in the best interest of the City. The award may be on the lowest cost to the City.

1.12 Award Criteria
Criteria will include pricing for options that best suit the needs of the City and compliance with the specifications.

1.13 Lowest Responsive Bidder
All contracts or award of Bids shall be awarded to the lowest responsive bidder, with all costs to the City considered, provided that the City Council may award contracts to the bidder or offeror it determines appropriate, including local preference.

1.14 Idaho’s Reciprocal Preference Law
To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code § 67-2349. Reciprocal Preference Information: https://www.naspo.org/reciprocity1

1.15 Significant Local Economic Presence
City Council may exercise a preference for a proposer with a significant local and Idaho economic presence even if such proposer is not the selection committee’s highest ranked bidder. To qualify as a bidder with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid opening.

- Metropolitan Impact Area: Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.16 Protest of Contractor Selection or Contract Award
The right to protest an award is governed by Boise City Code (Title 1, Chapter 12, Article 3), which provides:

- Only a bidder or proposer who participated in the bidding process through submission of a bid or proposal may protest an intended award;
- The award to be protested must be for a formal level contract, which consists of either a goods, personal services or professional/consultant services purchase purchase of $100,000 or more or a construction project of $200,000 or more. Any attempted protest to a semi-formal or informal level contract will not be considered;
- The award to be protested must be to a bidder or proposer other than the lowest responsive bidder in the case of a formal bid solicitation or other than the highest ranking proposer in the case of a Request for Proposal or Request
FB 20-149
Magnesium Chloride

for Qualifications;

- In the event that the winning bid is less than the formal level threshold, then the project is considered “semi-formal” and an award protest will not be considered.
- A protest must be in writing;
- A protest must specify the reason(s) the proposed award is in error; and
- A protest must be submitted within seven (7) calendar days after the City’s transmittal or posting of a Notice of Intent to Award letter.

Written protests are to be directed to: cmillar@cityofboise.org. Any protest addressed to the Mayor or City Council may be redirected to the City’s Purchasing Agent. Purchasing will address the protest with input from the Project Manager if necessary.

The protest of an award may not be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered. Rather, the right to protest specifications is provided for as described in section 1.6 herein.

In the event the Purchasing Agent denies a protest, the protesting bidder or proposer may elevate the matter to Boise City Council through submission of an appeal to the Boise City Clerk’s Office within three (3) business days of transmission or posting of the denial by the Purchasing Agent. The Boise City Clerk will then schedule the matter before Boise City Council.

If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the Federal Grant Provider.

1.17 Payments and Billings
The Awarded Bidder will submit all invoices to:

<table>
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<th>City of Boise - Public Works</th>
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<tr>
<td>PO Box 500</td>
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<tr>
<td>Boise, ID 83701-0500</td>
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Payments are processed weekly. The awarded Bidder can expect issue and mail of payment within 45 days after receipt of invoice.

1.18 Stop Work Order
Any “Stop Work Order” given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or his assigns.

1.19 Delivery of Product
The vendor shall deliver the product (FOB Destination) to the City of Boise, Water Renewal Facility, 11818 W Joplin Road, Boise ID 83714.

The City of Boise reserves the right to reject any and all Bids, to waive any irregularities in the Bids received, to award on an "each item" basis (however, the Bidder may indicate "all or none"), and to accept the Bid deemed most advantageous to the interest of the citizens of Boise.
This bid is to purchase Magnesium Chloride Solution for the Public Works Department. The City of Boise will be utilizing (30%) Magnesium Chloride Solution at the West Boise Water Renewal Facility for recovery and recycle of phosphorous (struvite production).

Storage capacity at the West Boise Water Renewal Facility Struvite Facility is in two 6,000-gallon FRP storage tank.

Hours of delivery will be between 9 a.m. and 4 p.m. only Monday through Friday. No deliveries will be accepted on weekends or City holidays.

The City of Boise will accept bids for bulk Magnesium Chloride Solution in shipments no greater than 6,500 gallons as determined by City personnel. Bidders shall include any charges for the Certificates in the bid price.

The term for this purchase agreement will be for one year upon award by City Council. The pricing for this purchase agreement is firm fixed. No additional delivery fees are allowed.

With the consent of both parties this agreement may be renewed at the same terms and conditions. Three (3) annual renewals shall be allowed. Bidder shall hold pricing for the term of the contract. Bidder may request an equitable price adjustment to reflect current market conditions during the renewal process.

The product specifications are given as guidelines. Vendors are encouraged to bid equivalents to the specifications. It is not the intention of the specifications to restrict the competitive bidding process, nor to direct the bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this bid.
FB 20-149
Magnesium Chloride

EQUAL OR EQUIVALENT REQUESTS

These specifications are given as guidelines. Bidders are encouraged to propose equals or equivalents that meet or exceed the quality, performance and use of the brand, model or specification in this Bid. It is not the intention of the specifications to restrict the competitive bid process, nor to direct the Bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this Bid.

The City of Boise reserves the right to contact the Bidder for a clarification of any deviation from the specifications. Failure to submit an Equal or Equivalent Request Form for an apparent deviation from a specification may lead to the rejection of the entire bid by the City.

The burden of proof is on the requestor; make sure that you supply complete information for the City to evaluate your request. The determination of what is an acceptable equal or equivalent rests entirely with Boise City. Please include marketing brochures of the proposed equals or equivalents.

Equal or equivalent requests may be received prior to the bid opening:
It is highly recommended that the Bidder submit the Equal or Equivalent Request Form prior to the time and date set for the bid opening. Forms submitted prior to the bid opening must be received in the Purchasing office no later than noon local time January 16, 2020.

The City will review the request and respond to the Bidder prior to bid opening regarding its acceptance or rejection of the equal or equivalent request.

Equal or equivalent requests received with the bid:
The City will review the equal or equivalent request of the apparent low Bidder and respond to the Bidder regarding its acceptance or rejection of the request.

If the equal or equivalent request is included with the bid, the Bidder assumes the risk of the request being unacceptable to the City, at which point the bid will be rejected and deemed non-responsive.

Equal or equivalent request forms will not be accepted after the time and date set forth for the opening of this bid.

Please include marketing materials
TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: **FB 20-149 Magnesium Chloride.** We hereby submit for your consideration the following product instead of the specified item for the above project:

<table>
<thead>
<tr>
<th>Specification#</th>
<th>Proposed Equal or Equivalent Product</th>
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Attach complete technical data, including laboratory tests (if applicable).

**Differences between Equal or Equivalent requested and specified item:**

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**What effect does Equal or Equivalent requested have on the use of the product?**

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Bidder guarantees that proposed and specified items are (check one):

- [ ] Same
- [ ] Different (explain on attachment)

The undersigned certifies that the quality, performance or use of the proposed Equal or Equivalent products meet or exceed the brand or model of the specified product.

Company:

Address (City, State, Zip)

Phone:

E-Mail

Submitted by: (Please Print)

Signature:

City of Boise to complete: ________________________________

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<th>Accepted</th>
<th>Not Accepted</th>
<th>Accepted as noted</th>
<th>Received too late</th>
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</tr>
</tbody>
</table>

Accepted: [ ]

Not Accepted: [ ]

Accepted as noted: [ ]

Received too late: [ ]

By: ________________________________

Name of Business

Please print or type

Address

City, State, Zip Code

Phone#

E-Mail Address

Signature X

Printed Name

Title

E-Mail

Date

**Significant Local Economic Presence:**
- Yes: [ ]
- No: [ ]

(Misstatement of local presence may result in disqualification of the bid/proposal by the City Council). Provide local address if different than mailing address.

**Bidder Acknowledges Receipt of the Following Addenda:**
- Addenda #1: [ ]
- Addenda #2: [ ]
- Addenda #3: [ ]
- Addenda #4: [ ]

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation’s specifications and specifically constitutes a waiver of any objections to them.

**PUBLIC AGENCY CLAUSE**

Bid prices will be made available to other "Public Agencies" as defined in Section 67-2327 of the Idaho Code, to include any city or political subdivision of this state including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; and any city or political subdivision of another state. It will be the responsibility of the "Public Agency" to independently contract with the vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities buy from our agreement.

**Accept Public Agency Clause?**
- Yes: [ ]
- No: [ ]
**FB 20-149**  
**Magnesium Chloride**  
Return in Sealed Envelope  
**SPECIFICATIONS AND REQUIREMENTS**

Respond to each specification with “Yes” or “No” regarding specification compliance. Submit an “Equal, Approved Equal, or Equivalent” Request Form for all substitutions.

<table>
<thead>
<tr>
<th>SPECIFICATION &amp; REQUIREMENTS</th>
<th>COMPLIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Magnesium Chloride Solution shall not contain any foreign matter or impurity that may damage or interfere with the City’s equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City’s tanks. The Supplier shall reimburse the City for any damages or costs incurred from any foreign material or impurity.</strong></td>
<td><strong>YES</strong></td>
</tr>
</tbody>
</table>

**The Magnesium Chloride Solution shall not contain any impurity in sufficient quantities that causes or may cause, by the City’s normal usage of the Magnesium Chloride Solution, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Magnesium Chloride Solution supplied, the Supplier shall immediately take the necessary steps to remove or reduce the contaminant concentrations to levels satisfactory to the City.**

| Magnesium Chloride as MgCl₂ (%) | 30 Typical, 29.0 – 31.5 |
| Sulfate as SO₄ (%) | 0.4 Typical, 0.2 – 0.8 |
| Potassium as K (%) | 0.1 – 0.5 |
| Water as H₂O (%) | 67.2 Typical, 64.8 – 69.3 |
| pH (%) | 7.0 – 9.0 |
| Weight (lbs/gal) | 10.6 – 10.9 |

**Specification Basis:** FREEZEGARD ZERO®, North American Salt Co., EnviroTech Magnesium 30% or equal

**Operations staff shall notify Supplier by phone or email for delivery. Supplier shall deliver within 5 working days after notice from staff.**

**Supplier agrees to keep sufficient inventory on hand to meet the City’s needs.**

**DELIVERY DOCUMENTATION REQUIREMENTS**

The Supplier shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
- date of delivery,
- bill of Lading/Weigh Slip Number
- gross weight of delivery vehicle and Magnesium Chloride Solution in pounds,
- tare weight of delivery vehicle in pounds, and
- net weight of Magnesium Chloride Solution in the delivery vehicle in pounds.
- number of gallons

**Note:** Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.
## DELIVERY LOGISTICS REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Supplier shall ship the Magnesium Chloride Solution to the City as a &quot;bulk&quot; liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Supplier is expected to comply with reasonable requests for emergency deliveries.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The tank truck must be sealed and equipped with a self-contained system to deliver all the Magnesium Chloride Solution in the load into aboveground storage tank(s). An example of a delivery mechanism is pressurizing the tank with an air pump. The Supplier shall supply all transfer equipment. The Supplier shall not use the City’s equipment. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City’s Connections:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Boise has 3-inch male Camlock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The driver shall follow all City’s security procedures and requirements for personal protective equipment. (The City shall inform the Supplier of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Before unloading, the driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Magnesium Chloride Solution is delivered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The City reserves the right to subject samples of the Magnesium Chloride Solution to analysis to determine if the Magnesium Chloride Solution meets the City’s specifications. The Supplier shall facilitate the sampling process, when asked. Failing to comply with the City’s specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City, there is necessity to remove non-conforming Magnesium Chloride Solution within 24 hours of being notified without additional cost to the City. Alternatively, the City may remove the Magnesium Chloride Solution and the cost for removal and disposal shall be billed to the Supplier. The Supplier may not charge for delivered material the City rejects.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ALL BIDDERS SHOULD STATE IN WRITING ANY EXCEPTIONS TO THESE SPECIFICATIONS.**
DELIVERED PRICE:

<table>
<thead>
<tr>
<th>Order Quantity</th>
<th>Price Per Gallon</th>
<th>Estimated Quantity</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,000 to 6,500 gallons</td>
<td>$</td>
<td>200,000 gal/year</td>
<td>$</td>
</tr>
</tbody>
</table>
DRAFT GOODS CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 20-149

Project: Magnesium Chloride
Vendor: Vendor's Name
Owner: Public Works Department, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this _____ day of __________, 2020, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Vendor's Name, hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

1. Statement of Work: The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

   Bid
   Contract Agreement
   Specifications
   Acknowledgements
   Workers' Compensation
   Liability Insurance
   Automobile Insurance

2. Amount of Contract: In an amount Not to Exceed: $ Dollar Amount

3. Indemnification and Insurance: Vendor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Vendor shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If vendor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less
than $500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Vendor shall require the subcontractor provide Workers Compensation Insurance for himself and any/all the latter's employees. Proof of insurance must be provided to Owner prior to the start of work.

Proof of all insurance shall be submitted to City of Boise, Purchasing, P.O. Box 500, Boise, ID. 83701.

4. **Independent Vendor:** In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

5. **Compensation:** For performing the services specified in Section 1 herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

6. **Method of Payment:** Vendor will invoice the Department Name directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

7. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

   **City of Boise**
   **Public Works Department**
   **PO Box 500**
   **Boise, Idaho 83701-0500**

   **Vendor Name**
   **Vendor’s Address**
   **(City), (State) (Zip Code)**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
9. **Time is of the Essence**: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

10. **Force Majeure**: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

11. **Assignment**: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

12. **Discrimination Prohibited**: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

13. **Reports and Information**: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

14. **Audits and Inspections**: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **Compliance with Laws**: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
16. **Changes**: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor’s compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

17. **Termination for Cause**: If, through any cause, the vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the vendor, and the Owner may withhold any payments to the vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from the vendor is determined. This provision shall survive the termination of this agreement and shall not relieve the vendor of its liability to the Owner for damages.

18. **Termination for Convenience of City**: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 17 hereof relative to termination shall apply.

19. **Vendor to Pay or Secure Taxes**: The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accruing or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.

20. **Severability**: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Non-Appropriation:** Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

22. **Term:** This agreement shall not be valid for more than 365 days from the date of approval by the Owner.

23. **Renewal:** With consent of both the Vendor and Owner this agreement maybe renewed with the same terms and conditions. Three (3) one year renewals shall be allowed. Vendor my request an equitable price adjustment to reflect current market conditions. Documentation shall be provided.

24. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Boise.

27. **Acceptance and Final Payment:** Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner’s representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.

END OF AGREEMENT
IN WITNESS WHEREOF, the City and the vendor have executed this Agreement as of the date first above written.

(Insert Vendor’s Name)
(Insert Vendor’s Address)
(City), (State) (Zip Code)

________________________________________  __________________________
Signature       Date

________________________________________
Print Name

ACKNOWLEDGEMENT

State of _________)
 )ss
County of _____)

On this______day of _____________2020, before me personally appeared ______________ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is ______________ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

____________________________
(notary signature)

(SEAL)
CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF ________

COUNTY OF ________

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

______________________________
(Contractor Name)

______________________________
(Address)

______________________________
(City and State)

______________________________
(Signature)

Subscribed and sworn to before me this ___ day of ________________, 20__.

______________________________
(Notary Republic)

______________________________
(City and State)

Commission Expires: ________________________
**FB 20-149**

**Magnesium Chloride**

*Return in Sealed Envelope*

**BID SIGNATURE PAGE**

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Dustbusters Enterprises Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>PO Box 15</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Evanston, WY 82930</td>
</tr>
<tr>
<td>Phone#</td>
<td>307-789-3878</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:nathan@dustbustersinc.com">nathan@dustbustersinc.com</a></td>
</tr>
<tr>
<td>Signature</td>
<td>Nathan Prete</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Nathan Prete</td>
</tr>
<tr>
<td>Title</td>
<td>Vice President</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:nathan@dustbustersinc.com">nathan@dustbustersinc.com</a></td>
</tr>
<tr>
<td>Date</td>
<td>1/20/2020</td>
</tr>
</tbody>
</table>

Significant Local Economic Presence: [ ] Yes: [x] No
(Misstatement of local presence may result in disqualification of the bid/proposal by the City Council). Provide local address if different than mailing address.

Bidder Acknowledges Receipt of the Following Addenda: None Received

[ ] Addenda #1  [ ] Addenda #2
[ ] Addenda #3  [ ] Addenda #4

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation’s specifications and specifically constitutes a waiver of any objections to them.

**PUBLIC AGENCY CLAUSE**

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Accept Public Agency Clause?  
[ ] Yes: [x]  
[ ] No: _________
CITY OF BOISE
PUBLIC WORKS DEPARTMENT
FORMAL BID

FB 20-149
Magnesium Chloride

Addenda
1. ________________
2. ________________
3. ________________
4. ________________
5. ________________
**FB 20-149**  
**Magnesium Chloride**  
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<td>Specifications and Requirements</td>
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<tr>
<td>Bid Schedule</td>
<td>15</td>
</tr>
<tr>
<td>Draft Goods Contract Agreement</td>
<td>16</td>
</tr>
</tbody>
</table>
January 7, 2020

Bids will be prepared per the specifications detailed within the Invitation for Bid document. Bid packets are available at no charge with registration through DemandStar or BidNet (links provided at www.cityofboise.org/purchasing) or a CD copy can be picked up at the Purchasing Office of the City of Boise, 150 North Capitol Blvd., Boise, Idaho.

The scope of the item being sought to purchase is: Magnesium Chloride (30%)

The City of Boise reserves the right to reject any and all bids, to waive any irregularities in the bids received and to accept the bid(s) that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

Important Dates:

| “Equal or Equivalent” Requests Due | January 16, 2020 at noon Local Time |
| Questions & Clarification Due | January 17, 2020 at noon Local Time |
| Bids | January 22, 2020 at 10:30 am, Local Time |

Bids will be received at the Department of Finance and Administration, Purchasing Office located at 150 N. Capitol Blvd., Boise, Idaho, 83702

The City appreciates your interest in meeting the needs of the citizens of Boise.

CITY OF BOISE, IDAHO
FB 20-149
Magnesium Chloride

BID INSTRUCTIONS AND INFORMATION

• The submission package or envelope SHOULD BE SEALED and PLAINLY MARKED with the following:
  Boise City Purchasing Office
  150 N Capitol Blvd
  Boise, ID 83702
  FB 20-149 Magnesium Chloride

• Submit Bids to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.

OR

• **E-Bids:** Electronic Bids submitted through DemandStar or BidNet will also be accepted for this project. Bids must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your bid, Bidders are encouraged to verify the successful upload of the document.

• **Sign your electronic bid. Bids without written signature will not be accepted.**

• All E-Bids must be submitted before the scheduled bid opening. In the event of a technology failure, the City reserves the right to accept all bids submitted and electronically time stamped prior to bid opening. The City will require bid receipt document to be on file as proof of timely submission. Bidders are encouraged to confirm the successful upload of their bid document. The City will not accept bids after the scheduled time for opening.

• The Owner is the City of Boise.

• **ALL BIDS MUST BE SIGNED.**

• If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Bid. Where Bid formats are requested, Bidder is to comply with all specifications.

• Additional sheets may be included if more room is needed for technical information, answers, and explanations.
These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Bid
It is the intent of this Request for Bids to define requirements in sufficient detail to secure comparable Bids. Bids shall be in accordance with Bid document requirements. Bids not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

1.2 Bid Costs
The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid. All materials and documents submitted in response to this bid become the property of the City and will not be returned.

1.3 Reserved Rights
The City of Boise reserves the right to accept or reject Bids.

1.4 Public Records
The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public’s business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you must:
   a. Indicate by marking each page of the pertinent document confidential; and,
   b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and will not be honored:
   a. Marking your entire Bid or Proposal as exempt; or,
   b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure.
FB 20-149
Magnesium Chloride
disclosure under the Idaho Public Records Act, the Bidder/Proposer will expressly agree
to defend, indemnify and hold harmless the City from any claim or suit arising from the
City’s refusal to disclose any such material. Any questions regarding the applicability of
the Public Records Act should be addressed to your own legal counsel – Prior to
submission.

1.5 Taxes
The City of Boise is exempt from Federal and State taxes and will execute the required
exemption certificates for items purchased and used by the City. Items purchased by
the City and used by a contractor are subject to Use Tax. All other taxes are the
responsibility of the Contractor and are to be included in the Contractor’s Bid/Proposal
pricing.

1.6 Request for Clarification, Protest of Bid Specifications or Process
Any Bidder who wishes to request clarifications, or protest the requirements, standards,
specifications or processes outlined in this Invitation to Bid may submit a written
notification to the Purchasing Office to be received no later than:

<table>
<thead>
<tr>
<th>Item</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal or Equivalent, Questions or Clarifications</td>
<td>Noon, January 16, 2020 local time</td>
</tr>
<tr>
<td>Bid/Proposal Specification Protest request</td>
<td>Noon, January 17, 2020 local time</td>
</tr>
</tbody>
</table>

The notification will state the exact nature of the clarification or protest and describe
the location of the protested portion or clause in the Bid document and explain why
the provision should be struck, added, or altered, and contain suggested corrections.
The Purchasing Office may deny the protest, modify the Bid and/or reject all or part of
the protest. Changes to these specifications will be made by written addendum. Verbal
responses will not be binding on the City or the Bidder.

Written requests are to be directed to:

| Tammi Leatham                  |
| City of Boise Purchasing      |
| 150 N. Capitol Blvd           |
| Boise ID 83702                |
| Fax: 208-384-3995             |
| tleatham@cityofboise.org      |

1.7 Addenda
If specifications are modified by the Purchasing Office, the modifications will be sent to
each plan-holder in writing. Verbal modifications are not binding on the City or the
Bidder. No oral changes will be considered or acknowledged. Bidders are requested to
acknowledge each addendum received in their Bid/Proposal Response.

1.8 Modification and Withdrawal of Bid
A Bid/Proposal may be modified or withdrawn by the Bidder prior to the set date and
time for the opening of Bids. Bids may not be modified or withdrawn after the Bid
opening.
1.9 Bid and Price Guarantee
It is desired that the submitted Bid remain in effect for a minimum of 90 days, along with all Bid pricing. If this is not accepted, Bidder is to so indicate.

1.10 Disadvantaged Business Enterprises (D.B.E.)
D.B.E. firms and business enterprises are encouraged to submit a Bid. Women owned and minority owned firms are encouraged to submit a Bid. The City actively encourages any Bids by D.B.E. firms for goods and services for the City.

1.11 Evaluation of Bidder
Award will be whichever is determined to be in the best interest of the City. The award may be on the lowest cost to the City.

1.12 Award Criteria
Criteria will include pricing for options that best suit the needs of the City and compliance with the specifications.

1.13 Lowest Responsive Bidder
All contracts or award of Bids shall be awarded to the lowest responsive bidder, with all costs to the City considered, provided that the City Council may award contracts to the bidder or offeror it determines appropriate, including local preference.

1.14 Idaho's Reciprocal Preference Law
To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code § 67-2349. Reciprocal Preference Information: https://www.naspo.org/reciprocity1

1.15 Significant Local Economic Presence
City Council may exercise a preference for a proposer with a significant local and Idaho economic presence even if such proposer is not the selection committee’s highest ranked bidder. To qualify as a bidder with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid opening.

- Metropolitan Impact Area: Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.16 Protest of Contractor Selection or Contract Award
The right to protest an award is governed by Boise City Code (Title 1, Chapter 12, Article 3), which provides:

- Only a bidder or proposer who participated in the bidding process through submission of a bid or proposal may protest an intended award;
- The award to be protested must be for a formal level contract, which consists of either a goods, personal services or professional/consultant services purchase purchase of $100,000 or more or a construction project of $200,000 or more. Any attempted protest to a semi-formal or informal level contract will not be considered;
- The award to be protested must be to a bidder or proposer other than the lowest responsive bidder in the case of a formal bid solicitation or other than the highest ranking proposer in the case of a Request for Proposal or Request
FB 20-149
Magnesium Chloride

for Qualifications;

- In the event that the winning bid is less than the formal level threshold, then the project is considered “semi-formal” and an award protest will not be considered.
- A protest must be in writing;
- A protest must specify the reason(s) the proposed award is in error; and
- A protest must be submitted within seven (7) calendar days after the City’s transmittal or posting of a Notice of Intent to Award letter.

Written protests are to be directed to: cmillar@cityofboise.org. Any protest addressed to the Mayor or City Council may be re-directed to the City’s Purchasing Agent. Purchasing will address the protest with input from the Project Manager if necessary.

The protest of an award may not be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered. Rather, the right to protest specifications is provided for as described in section 1.6 herein.

In the event the Purchasing Agent denies a protest, the protesting bidder or proposer may elevate the matter to Boise City Council through submission of an appeal to the Boise City Clerk’s Office within three (3) business days of transmission or posting of the denial by the Purchasing Agent. The Boise City Clerk will then schedule the matter before Boise City Council.

If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the Federal Grant Provider.

1.17 Payments and Billings
The Awarded Bidder will submit all invoices to:

<table>
<thead>
<tr>
<th>City of Boise - Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 500</td>
</tr>
<tr>
<td>Boise, ID 83701-0500</td>
</tr>
</tbody>
</table>

Payments are processed weekly. The awarded Bidder can expect issue and mail of payment within 45 days after receipt of invoice.

1.18 Stop Work Order
Any “Stop Work Order” given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or his assigns.

1.19 Delivery of Product
The vendor shall deliver the product (FOB Destination) to the City of Boise, Water Renewal Facility, 11818 W Joplin Road, Boise ID 83714.

The City of Boise reserves the right to reject any and all Bids, to waive any irregularities in the Bids received, to award on an "each item" basis (however, the Bidder may indicate "all or none"), and to accept the Bid deemed most advantageous to the interest of the citizens of Boise.
This bid is to purchase Magnesium Chloride Solution for the Public Works Department. The City of Boise will be utilizing (30%) Magnesium Chloride Solution at the West Boise Water Renewal Facility for recovery and recycle of phosphorous (struvite production).

Storage capacity at the West Boise Water Renewal Facility Struvite Facility is in two 6,000-gallon FRP storage tank.

Hours of delivery will be between 9 a.m. and 4 p.m. only Monday through Friday. No deliveries will be accepted on weekends or City holidays.

The City of Boise will accept bids for bulk Magnesium Chloride Solution in shipments no greater than 6,500 gallons as determined by City personnel. Bidders shall include any charges for the Certificates in the bid price.

The term for this purchase agreement will be for one year upon award by City Council. The pricing for this purchase agreement is firm fixed. No additional delivery fees are allowed.

With the consent of both parties this agreement may be renewed at the same terms and conditions. Three (3) annual renewals shall be allowed. Bidder shall hold pricing for the term of the contract. Bidder may request an equitable price adjustment to reflect current market conditions during the renewal process.

The product specifications are given as guidelines. Vendors are encouraged to bid equivalents to the specifications. It is not the intention of the specifications to restrict the competitive bidding process, nor to direct the bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this bid.
These specifications are given as guidelines. Bidders are encouraged to propose equals or equivalents that meet or exceed the quality, performance and use of the brand, model or specification in this Bid. It is not the intention of the specifications to restrict the competitive bid process, nor to direct the Bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this Bid.

The City of Boise reserves the right to contact the Bidder for a clarification of any deviation from the specifications. Failure to submit an Equal or Equivalent Request Form for an apparent deviation from a specification may lead to the rejection of the entire bid by the City.

The burden of proof is on the requestor; make sure that you supply complete information for the City to evaluate your request. The determination of what is an acceptable equal or equivalent rests entirely with Boise City. Please include marketing brochures of the proposed equals or equivalents.

Equal or equivalent requests may be received prior to the bid opening:
It is highly recommended that the Bidder submit the Equal or Equivalent Request Form prior to the time and date set for the bid opening. Forms submitted prior to the bid opening must be received in the Purchasing office no later than noon local time January 16, 2020.

The City will review the request and respond to the Bidder prior to bid opening regarding its acceptance or rejection of the equal or equivalent request.

Equal or equivalent requests received with the bid:
The City will review the equal or equivalent request of the apparent low Bidder and respond to the Bidder regarding its acceptance or rejection of the request.

If the equal or equivalent request is included with the bid, the Bidder assumes the risk of the request being unacceptable to the City, at which point the bid will be rejected and deemed non-responsive.

Equal or equivalent request forms will not be accepted after the time and date set forth for the opening of this bid.

Please include marketing materials
TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: FB 20-149 Magnesium Chloride. We hereby submit for your consideration the following product instead of the specified item for the above project:

<table>
<thead>
<tr>
<th>Specification#</th>
<th>Proposed Equal or Equivalent Product</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Attach complete technical data, including laboratory tests (if applicable).

Differences between Equal or Equivalent requested and specified item:

<table>
<thead>
<tr>
<th>Differences between Equal or Equivalent requested and specified item:</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

What effect does Equal or Equivalent requested have on the use of the product?

<table>
<thead>
<tr>
<th>What effect does Equal or Equivalent requested have on the use of the product?</th>
</tr>
</thead>
<tbody>
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<td></td>
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<td></td>
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<td></td>
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</tbody>
</table>

Bidder guarantees that proposed and specified items are (check one):

- Same
- Different (explain on attachment)

The undersigned certifies that the quality, performance or use of the proposed Equal or Equivalent products meet or exceed the brand or model of the specified product.

Company:  
Address (City, State, Zip):  
Phone:  
E-Mail:  
Submitted by:  (Please Print)  
Signature:  

City of Boise to complete:  

<table>
<thead>
<tr>
<th>Accepted</th>
<th>Not Accepted</th>
<th>Accepted as noted</th>
<th>Received too late</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Accepted  
Not Accepted  
Accepted as noted  
Received too late  
By:  

By:_____________
FB 20-149
Magnesium Chloride
Return in Sealed Envelope
SPECIFICATIONS AND REQUIREMENTS

Respond to each specification with “Yes” or “No” regarding specification compliance. Submit an “Equal, Approved Equal, or Equivalent” Request Form for all substitutions.

<table>
<thead>
<tr>
<th>SPECIFICATION &amp; REQUIREMENTS</th>
<th>COMPLIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Magnesium Chloride Solution shall not contain any foreign matter or impurity that may damage or interfere with the City’s equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City’s tanks. The Supplier shall reimburse the City for any damages or costs incurred from any foreign material or impurity.</td>
<td>X</td>
</tr>
<tr>
<td>The Magnesium Chloride Solution shall not contain any impurity in sufficient quantities that causes or may cause, by the City’s normal usage of the Magnesium Chloride Solution, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Magnesium Chloride Solution supplied, the Supplier shall immediately take the necessary steps to remove or reduce the contaminant concentrations to levels satisfactory to the City.</td>
<td>X</td>
</tr>
<tr>
<td>Magnesium Chloride as MgCl₂ (%) 30 Typical, 29.0 – 31.5</td>
<td>X</td>
</tr>
<tr>
<td>Sulfate as SO₄ (%) 0.4 Typical, 0.2 – 0.8</td>
<td>X</td>
</tr>
<tr>
<td>Potassium as K (%) 0.1 – 0.5</td>
<td>X</td>
</tr>
<tr>
<td>Water as H₂O (%) 67.2 Typical, 64.8 – 69.3</td>
<td>X</td>
</tr>
<tr>
<td>pH (%) 7.0 – 9.0</td>
<td>X</td>
</tr>
<tr>
<td>Weight (lbs/gal) 10.6 – 10.9</td>
<td>X</td>
</tr>
<tr>
<td>Specification Basis: FREEZEGARD ZERO®, North American Salt Co., EnviroTech Magnesium 30% or equal</td>
<td>X</td>
</tr>
<tr>
<td>Operations staff shall notify Supplier by phone or email for delivery. Supplier shall deliver within 5 working days after notice from staff.</td>
<td>X</td>
</tr>
<tr>
<td>Supplier agrees to keep sufficient inventory on hand to meet the City’s needs.</td>
<td>X</td>
</tr>
</tbody>
</table>

DELIVERY DOCUMENTATION REQUIREMENTS

The Supplier shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
- date of delivery,
- bill of Lading/Weigh Slip Number
- gross weight of delivery vehicle and Magnesium Chloride Solution in pounds,
- tare weight of delivery vehicle in pounds, and
- net weight of Magnesium Chloride Solution in the delivery vehicle in pounds.
- number of gallons

Note: Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.
### DELIVERY LOGISTICS REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>COMPLIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Supplier shall ship the Magnesium Chloride Solution to the City as a</td>
<td>X</td>
</tr>
<tr>
<td>&quot;bulk&quot; liquid in a tank truck and shall ensure all shipments comply with all</td>
<td></td>
</tr>
<tr>
<td>US DOT regulations for marking.</td>
<td></td>
</tr>
<tr>
<td>The Supplier is expected to comply with reasonable requests for emergency</td>
<td>X</td>
</tr>
<tr>
<td>deliveries.</td>
<td></td>
</tr>
<tr>
<td>The tank truck must be sealed and equipped with a self-contained system to</td>
<td>X</td>
</tr>
<tr>
<td>deliver all the Magnesium Chloride Solution in the load into aboveground</td>
<td></td>
</tr>
<tr>
<td>storage tank(s). An example of a delivery mechanism is pressurizing the</td>
<td></td>
</tr>
<tr>
<td>tank with an air pump. The Supplier shall supply all transfer equipment.</td>
<td></td>
</tr>
<tr>
<td>The Supplier shall not use the City’s equipment. The transfer mechanics</td>
<td></td>
</tr>
<tr>
<td>shall be such to allow the driver to complete the task alone under normal</td>
<td></td>
</tr>
<tr>
<td>circumstances, without the aid of the City.</td>
<td></td>
</tr>
<tr>
<td>City’s Connections:</td>
<td></td>
</tr>
<tr>
<td>West Boise has 3-inch male Camlock</td>
<td></td>
</tr>
<tr>
<td>The driver shall follow all City’s security procedures and requirements for</td>
<td>X</td>
</tr>
<tr>
<td>personal protective equipment. (The City shall inform the Supplier of these</td>
<td></td>
</tr>
<tr>
<td>procedures and requirements initially and shall communicate any changes</td>
<td></td>
</tr>
<tr>
<td>throughout the term of the contract.)</td>
<td></td>
</tr>
<tr>
<td>Before unloading, the driver shall present the Bill of Lading, Weigh Slips,</td>
<td>X</td>
</tr>
<tr>
<td>the Certificate, and any other applicable order/delivery documents based on</td>
<td></td>
</tr>
<tr>
<td>inadequate or non-conforming information in these documents. All other</td>
<td></td>
</tr>
<tr>
<td>documentation prescribed by DOT, ICC, other regulatory bodies and statutes</td>
<td>X</td>
</tr>
<tr>
<td>must be provided when the Magnesium Chloride Solution is delivered.</td>
<td></td>
</tr>
<tr>
<td>The City reserves the right to subject samples of the Magnesium Chloride</td>
<td>X</td>
</tr>
<tr>
<td>Solution to analysis to determine if the Magnesium Chloride Solution meets</td>
<td></td>
</tr>
<tr>
<td>the City’s specifications. The Supplier shall facilitate the sampling</td>
<td></td>
</tr>
<tr>
<td>process, when asked. Failing to comply with the City’s specifications shall</td>
<td></td>
</tr>
<tr>
<td>constitute grounds for rejection of that load and is sufficient grounds to</td>
<td></td>
</tr>
<tr>
<td>constitute a breach of contract. If in the opinion of the City, there is</td>
<td></td>
</tr>
<tr>
<td>necessity to remove non-conforming Magnesium Chloride Solution within 24</td>
<td></td>
</tr>
<tr>
<td>hours of being notified without additional cost to the City. Alternatively,</td>
<td></td>
</tr>
<tr>
<td>the City may remove the Magnesium Chloride Solution and the cost for removal</td>
<td></td>
</tr>
<tr>
<td>and disposal shall be billed to the Supplier. The Supplier may not charge</td>
<td></td>
</tr>
<tr>
<td>for delivered material the City rejects.</td>
<td></td>
</tr>
</tbody>
</table>

**ALL BIDDERS SHOULD STATE IN WRITING ANY EXCEPTIONS TO THESE SPECIFICATIONS.**
**BID SCHEDULE**

**DELIVERED PRICE:**

<table>
<thead>
<tr>
<th>Order Quantity</th>
<th>Price Per Gallon</th>
<th>Estimated Quantity</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,000 to 6,500 gallons</td>
<td>$0.667</td>
<td>200,000 gal/year</td>
<td>$133,400.00</td>
</tr>
</tbody>
</table>
DRAFT GOODS CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 20-149

Project: Magnesium Chloride
Vendor: Vendor's Name
Owner: Public Works Department, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this _____ day of __________, 2020, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Vendor's Name, hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

1. Statement of Work: The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

- Bid
- Contract Agreement
- Specifications
- Acknowledgements
- Workers' Compensation
- Liability Insurance
- Automobile Insurance

2. Amount of Contract: In an amount Not to Exceed: $Dollar Amount

3. Indemnification and Insurance: Vendor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Vendor shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If vendor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less
than $500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Vendor shall require the subcontractor provide Workers Compensation insurance for himself and any/all of the latter's employees. Proof of insurance must be provided to Owner prior to the start of work.

Proof of all insurance shall be submitted to City of Boise, Purchasing, P.O. Box 500, Boise, ID. 83701.

4. Independent Vendor: In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

5. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

6. Method of Payment: Vendor will invoice the Department Name directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

7. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

- City of Boise
- Public Works Department
- PO Box 500
- Boise, Idaho 83701
- Vendor Name
- Vendor’s Address
- (City), (State) (Zip Code)

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
9. **Time is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

10. **Force Majeure:** Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

11. **Assignment:** It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

12. **Discrimination Prohibited:** In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor’s responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor’s responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

13. **Reports and Information:** At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

14. **Audits and Inspections:** At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **Compliance with Laws:** In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
16. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor’s compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

17. Termination for Cause: If, through any cause, the vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the vendor, and the Owner may withhold any payments to the vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from the vendor is determined. This provision shall survive the termination of this agreement and shall not relieve the vendor of its liability to the Owner for damages.

18. Termination for Convenience of City: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 17 hereof relative to termination shall apply.

19. Vendor to Pay or Secure Taxes: The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor’s property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.

20. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Non-Appropriation:** Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

22. **Term:** This agreement shall not be valid for more than 365 days from the date of approval by the Owner.

23. **Renewal:** With consent of both the Vendor and Owner this agreement maybe renewed with the same terms and conditions. Three (3) one year renewals shall be allowed. Vendor my request an equitable price adjustment to reflect current market conditions. Documentation shall be provided.

24. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Boise.

27. **Acceptance and Final Payment:** Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner’s representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.

END OF AGREEMENT
IN WITNESS WHEREOF, the City and the vendor have executed this Agreement as of the date first above written.

(Insert Vendor’s Name)
(Insert Vendor’s Address)
(City), (State) (Zip Code)

________________________________________
Signature         Date

________________________________________
Print Name

ACKNOWLEDGEMENT

State of ________)
)ss
County of ________)

On this____ day of __________ 2020, before me personally appeared __________ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is __________ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

__________________________
(notary signature)

(SEAL)
FB 20-149

APPROVED AS TO FORM AND CONTENT:

____________________________________  Date
Department

____________________________________  Date
 Purchasing Agent

____________________________________  Date
Legal Department

____________________________________  Date
Risk Management

CITY OF BOISE

APPROVED BY:

____________________________________  Date
Mayor

ATTEST:

____________________________________  CONTRACT AMOUNT:
City Clerk $(Insert Dollar Amount)

Packet Pg. 102
STATE OF ______

COUNTY OF ______

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

________________________________________
(Contractor Name)

________________________________________
(Address)

________________________________________
(City and State)

________________________________________
(Signature)

Subscribed and sworn to before me this ____ day of ____________________, 20__.

________________________________________
(Notary Republic)

________________________________________
(City and State)

Commission Expires: _______________________

Packet Pg. 103
FREEZGARD ZERO®

PRODUCTION LOCATION
Ogden, Utah

PRODUCT DESCRIPTION
Produced naturally from the Great Salt Lake, FreezGard Zero® is specially effective for deicing and anti-icing. It remains active (liquid) at cold temperatures while minimizing precipitates down to zero degrees Fahrenheit. FreezGard Zero is a tan to light amber liquid with a density of approximately 185 gallons per ton.

<table>
<thead>
<tr>
<th>Typical Analysis</th>
<th>Typical</th>
<th>Range</th>
</tr>
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<tbody>
<tr>
<td>Magnesium Chloride</td>
<td>MgCl₂</td>
<td>30.9</td>
</tr>
<tr>
<td>Sulfate</td>
<td>SO₄</td>
<td>1.1</td>
</tr>
<tr>
<td>Water</td>
<td>H₂O</td>
<td>68</td>
</tr>
</tbody>
</table>

PHYSICAL PROPERTIES
Specific Gravity: 1.29 +/- 0.02
pH (5% Solution): 7 – 9
Weight: 10.6 – 10.9 lbs./gallon

METHOD OF ANALYSIS
All analyses were performed by Compass Minerals Quality Control personnel. Copies of test reports are available upon request.

APPLICATION AND STORAGE
This liquid MgCl₂ product in storage should be agitated regularly to minimize precipitation of undesirable solids/crystals. Application equipment should be washed daily with water. Storage equipment should be rinsed with water to prevent buildup of solids. Aluminum storage tanks or hauling equipment should not be grounded. Over application of MgCl₂ may result in unusually slippery road surfaces and should be avoided.
TO: Mayor and Council
FROM: Elizabeth Koeckeritz, Legal
NUMBER: RES-63-20
DATE: February 3, 2020
SUBJECT: IHFA, Boise Housing Corporation Partial Release of Grant Deeds and Regulatory Agreement

BACKGROUND:

On December 2, 1994, Boise City executed a Grant Deed and Regulatory Agreement that required that at least 70% of the land referenced in the deed be used for low income housing. This development became known as the Oak Park Village Apartments. Adjacent to the Village Apartments and also covered by the Regulatory Agreement is the Oak Park Retail Plaza. This partial release releases the Oak Park Retail Plaza from the regulatory agreement. The affordable housing covenant will remain on the Oak Park Village Apartments.

FINANCIAL IMPACT:
none

ATTACHMENTS:
- Partial Release of Grant Deeds and Regulatory Agreement (PDF)
A RESOLUTION APPROVING A PARTIAL RELEASE OF GRANT DEEDS AND REGULATORY AGREEMENT, BETWEEN THE CITY OF BOISE CITY, IDAHO HOUSING & FINANCE ASSOCIATION, AND BOISE HOUSING CORPORATION; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1994, Boise City executed a Grant Deed and Regulatory Agreement that required at least 70% of the land referenced in the deed to be used for low income housing; and

WHEREAS, this development became known as the Oak Park Village Apartments; adjacent to the Oak Park Village Apartments is the Oak Park Retail Plaza, which is also covered by the affordable housing covenant of the Regulatory Agreement; and

WHEREAS, this partial release releases the Oak Park Retail Plaza from the terms and conditions of the affordable housing regulatory agreement; and

WHEREAS, the affordable housing regulatory agreement will remain on the Oak Park Village Apartments.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Partial Release of Grant Deeds and Regulatory Agreement, between the city of Boise City, Idaho Housing & Finance Association, and Boise Housing Corporation, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Partial Release of Grant Deeds and Regulatory Agreement for and on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
PARTIAL RELEASE OF GRANT DEEDS AND REGULATORY AGREEMENT

THIS PARTIAL RELEASE is executed and consented to this ____ day of February, 2020, by the Idaho Housing & Finance Association, formerly known as the Idaho Housing Agency, an independent body corporate and politic of the State of Idaho ("IHFA"); Boise Housing Corporation, an Idaho non-profit corporation; and the City of Boise, a municipal corporation of the state of Idaho.

RECITALS

WHEREAS, the City of Boise has executed a Grant Deed recorded as Instrument No. 94105513 to the Idaho Housing Agency as Grantee on December 2, 1994; and

WHEREAS, IHFA has executed a Grant Deed recorded as Instrument No. 94105514, naming Boise Housing Corporation as Grantee on December 2, 1994; and

WHEREAS, Boise Housing Corporation has executed a Grant Deed recorded as Instrument No. 94108382, naming Oak Park Limited Partnership as Grantee on December 14, 1994; and

WHEREAS, the City of Boise’s Grant Deed and the IHFA’s Grant Deed, each referenced and attached as Exhibit B, a Regulatory Agreement relating to land donation dated December 1, 1994, observing that at least 70% of the land described in Exhibit A be used for reasonably priced housing and also observing that a portion of the property would be used to construct a low-income housing project within the meaning of Section 42(g) of the Internal Revenue Code of 1986; and

WHEREAS, the Regulatory Agreement relating to land donation and attached to the City of Boise Grant Deed and the Idaho Housing Agency Grant Deed in fact did not have a property map attached as Exhibit B as contemplated in said Regulatory Agreement; and
WHEREAS, the reference in the Boise Housing Corporation Grant Deed to use the property for the construction and maintenance of a low-income housing project in accordance with the provision of the Regulatory Agreement is in reference to Regulatory Agreement attached to both the City of Boise Grant Deed and the Idaho Housing Agency Grant Deed;

NOW, THEREFORE, the City of Boise, Boise Housing Corporation and the IHFA do each hereby grant, convey and release their respective rights and interest in the aforementioned respective Grant Deeds naming them as Grantor as to the real property described in Exhibit A hereto from the obligation to provide reasonably priced housing, to include a low-income housing project within the meaning of Section 42(g) of the Internal Revenue Code of 1986, as amended (the “Code”).

Boise Housing Corporation does further declare and acknowledge that the 156-unit low-income housing project commonly known as Oak Park Village Apartments, constructed on the site located within the property described in the Grant Deeds, and on the parcel legally described as Exhibit B hereto, does satisfy the requirements of said Grant Deeds to construct and maintain a low-income housing project in accordance with the provisions of the referenced Regulatory Agreement and Section 42(g) of the Code.

The parties further acknowledge that this Partial Release may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document and all counterparts shall constitute one Partial Release.

IDAHO HOUSING & FINANCE ASSOCIATION, an independent body corporate and politic of the State of Idaho

By: 
Name: Cory Phelps
Title: 

PARTIAL RELEASE OF REGULATORY AGREEMENT - 2
27779.216 / PBL:4817-1649-0408.v8-1/31/20
STATE OF IDAHO
COUNTY OF ADA

On this _____ day of February, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Cory Phelps, known or identified to me to be the _______________ of Idaho Housing and Finance Association, an independent body corporate and politic of the State of Idaho, that executed the foregoing instrument, and acknowledged to me that such independent body corporate and politic of the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

________________________
Notary Public for Idaho
Residing at: ______________________
My Commission Expires: ______________
My Commission No.: ________________
BOISE HOUSING CORPORATION,
an Idaho nonprofit corporation

By: ________________________________
Name: James R. Tomlinson
Title: President

STATE OF IDAHO )
)ss.
COUNTY OF ADA )

On this _____ day of February, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Tomlinson, known or identified to me to be the President of Boise Housing Corporation, the Idaho nonprofit corporation that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

________________________________________________________
Notary Public for Idaho
Residing at: ________________________________
My Commission Expires: ________________________________
My Commission No.: ________________________________
CITY OF BOISE,
a municipal corporation of the State of Idaho

By: 
Name: 
Title: 

STATE OF IDAHO )
)ss.
COUNTY OF ADA )

On this _____ day of February, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared _____________________, known or identified to me to be the __________________ of City of Boise, a municipal corporation of the State of Idaho that executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: _______________________
My Commission Expires: ___________________
My Commission No.: ____________________
EXHIBIT A

Lots 1, 2, 3 and 4 in Block 2 of BRAMPTON SQUARE SUBDIVISION, according to the plat thereof, filed in Book 72 of Plats at Page 7440 and 7441, Ada County Records.
EXHIBIT B

PARCEL I

Lot 1 in Block 1 of Brampton Square Subdivision, according to the official plat thereof, filed in Book 72 of Plats at Pages 7440 and 7441, records of Ada County, Idaho.

PARCEL II (EASEMENT A):

A non-exclusive easement for pedestrian and vehicular access as granted in a mutual access and utility easement recorded July 3, 1996, as Instrument No. 96055755, AND AMENDED AND RESTATED by Instrument No. 97095565, recorded November 17, 1997, more particularly described as follows:

A parcel of land located in the Northeast quarter of the Southeast quarter of Section 21, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at the quarter corner common to Sections 21 and 22, from which the South 1/16 corner bears
South 00°04’00” West, 1324.09 feet; thence
South 89°44’39” West, 40.00 feet to a point on the Westerly right-of-way line of Vista Avenue; thence continuing
South 89°44’39” West along the South boundary of the Herbert T. Shaw Subdivision 1133.68 feet to the REAL POINT OF BEGINNING; thence leaving said boundary
South 00°00’00” West, 324.28 feet; thence
North 89°41’22” West, 115.14 feet to a point on the East right-of-way line of Shoshone Street; thence
North 00°04’03” West, 14.00 feet along said right-of-way line; thence
South 89°41’22” East, 103.16 feet to a point; thence
North 00°00’00” East, 310.16 feet to a point on the South boundary of said Herbert T. Shaw Subdivision; thence
North 89°44’39” East along said South boundary, 12.00 feet to the POINT OF BEGINNING.

PARCEL III (EASEMENT B):

A non-exclusive easement for pedestrian and vehicular access as granted in a mutual access and utility easement recorded July 3, 1996, as Instrument No. 96055755, AND AMENDED AND RESTATED by Instrument No. 97095565, recorded November 17, 1997, more particularly described as follows:

A parcel of land located in the Northeast quarter of the Southeast quarter of Section 21, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:
Commencing at the quarter corner common to Sections 21 and 22, from which the South 1/16 corner bears
South 00°04’00” West, 1324.09 feet; thence
South 89°44’39” West, 40.00 feet to a point on the Westerly right-of-way line of Vista Avenue; thence continuing
South 89°44’39” West along the South boundary of the Herbert T. Shaw Subdivision 1133.68 feet; thence leaving said boundary
South 00°00’00” West, 324.28 feet to the REAL POINT OF BEGINNING; thence
South 00°00’00” West, 186.63 feet to a point; thence
North 90°00’00” East, 321.43 feet to a point; thence
South 00°13’41” East, 12.00 feet to a point; thence
South 90°00’00” West, 333.48 feet to a point; thence
North 00°00’00” West, 184.70 feet to a point; thence
North 89°41’22” West, 103.12 feet to the East right-of-way line of Shoshone Street; thence
North 00°04’03” West along said right-of-way line 14.00 feet to a point; thence
South 89°41’22” East, 115.14 feet to the POINT OF BEGINNING.

PARCEL IV (EASEMENT E):

A non-exclusive easement for pedestrian and vehicular access as granted in a mutual access and utility easement recorded July 3, 1996, as Instrument No. 96055755, AND AMENDED AND RESTATED by Instrument No. 97095565, recorded November 17, 1997, more particularly described as follows:

A parcel of land located in the Northeast quarter of the Southeast quarter of Section 21, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at the quarter corner common to Sections 21 and 22, from which the South 1/16 corner bears
South 00°04’00” West, 1324.09 feet; thence
South 89°44’39” West, 40.00 feet to a point on the Westerly right-of-way line of Vista Avenue; thence continuing
South 89°44’39” West along the South boundary of the Herbert T. Shaw Subdivision 1133.68 feet to a point; thence leaving said boundary
South 00°00’00” West, 510.91 feet; thence
North 90°00’00” East, 384.43 feet to the REAL POINT OF BEGINNING; thence
North 90°00’00” East, 466.58 feet to a point; thence
South 00°04’00” West, 12.00 feet to a point; thence
South 90°00’00” West, 466.52 feet to a point; thence
North 00°13’41” West, 12.00 feet to the POINT OF BEGINNING.
TO: Mayor and Council
FROM: Sara Arkle, Parks & Recreation
NUMBER: RES-64-20
DATE: February 5, 2020
SUBJECT: First Amendment to License Agreement with SUEZ

BACKGROUND:
Since 2005, the City has allowed SUEZ Water to operate certain improvements on City owned property for the delivery of potable water. This amendment expands the footprint of the original license agreement so that SUEZ can continue to operate and maintain the potable water facility.

FINANCIAL IMPACT:
None.

ATTACHMENTS:
- First Amendment to SUEZ License Agreement (Warm Springs) signed by SUEZ (PDF)
A RESOLUTION APPROVING A FIRST AMENDMENT THE LICENSE AGREEMENT BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND SUEZ WATER, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 6, 2005, the Parties entered into a license agreement for the installation of improvements to potable water delivery services upon property owned by Boise City; and

WHEREAS, the Parties now desire to adjust the boundaries governed by the license agreement by approximately fifteen feet for continued operation of the facility.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the First Amendment to the License Agreement between the city of Boise City and SUEZ Water, Inc., attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said First Amendment to the License Agreement for and on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
FIRST AMENDMENT TO THE LICENSE AGREEMENT BY AND BETWEEN THE
CITY OF BOISE CITY AND UNITED WATER’S SUCCESSOR SUEZ WATER, INC.

This FIRST AMENDMENT to the LICENSE AGREEMENT ("Amendment") is made and entered into this ___ day of February, 2020 by and between the city of Boise City ("City") by and through its Department of Parks and Recreation ("Parks") and Suez Water, Inc. ("SUEZ"), the successor to United Water, Inc. (collectively "the Parties").

WHEREAS, on June 6, 2005, the Parties entered into a License Agreement ("License Agreement") for the installation of improvements to potable water delivery facilities;

WHEREAS, the parties now desire to adjust the boundaries by approximately fifteen feet for continued operations of the facility.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties hereby mutually agree that that:

A. The License Agreement, attached hereto as Exhibit A, adjust the boundaries by approximately fifteen feet for continued operations of the facility, the area of which is depicted on Exhibit B.

B. All other terms and conditions of the Donation Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto caused this First Amendment to the Donation Agreement to be executed, on the day and year first above written.

CITY OF BOISE

LAUREN MCLEAN,
MAYOR

SUEZ WATER, INC.

ATTEST

LYNDA LOWRY
EX-OFFICIO CITY CLERK
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this day of June, 2005, by and between the City of Boise, an Idaho municipal corporation, by and through its Parks & Recreation Department hereinafter referred to as "City," and United Water Idaho Inc., a public utility incorporated in the State of Idaho, hereinafter referred to as "Licensee";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. RECITALS.

§1.1 City owns that certain property located in Boise City, Ada County, Idaho, more particularly described as the Warm Springs Golf Course and hereinafter referred to as the "Property;" and,

§1.2 City has agreed to allow a portion of the Property to be used by Licensee to install improvements to the potable water delivery system serving Boise residents, as described in Exhibit "A" and depicted on Exhibit "B", both of which are attached hereto and incorporated herein as if set forth in full; and,

§1.3 Licensee desires a license to use the Property for the purposes hereinafter set forth, and, for the consideration and on the terms and conditions hereinafter set forth, City is willing to extend such license to Licensee.

SECTION 2. LICENSE

§2.1 On the terms and conditions hereinafter set forth, City hereby extends to Licensee an irrevocable license to travel on, over, across and under, and utilize the Property for the following uses and purposes ("Authorized Use"): The construction, maintenance, repair, monitoring, and replacement of a booster station, and associated building and infrastructure.

§2.2 This Agreement does not extend to Licensee the right to use the Property to the exclusion of City for any use within its jurisdiction, authority and discretion provided City’s use does not interfere with Licensee’s Authorized Use.

SECTION 3. CONSTRUCTION, INSTALLATION OF IMPROVEMENTS.

§3.1 Any construction and/or installation by Licensee of improvements, including, without limitation, buildings, fixtures and landscaping (the "Improvements"), on, over, across and under the Property shall be accomplished in accordance with designs, plans and
specifications approved in advance and in writing by City as required to satisfy applicable laws, its policies and good engineering practices. In approving such plans and specifications, City assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Improvements, and the responsibility therefore shall be and remain in Licensee.

SECTION 4. TERM.

§4.1 The term of this Agreement will commence on the date of its approval by the parties and will continue indefinitely, subject to section 4.2.

§4.2 If the Licensee defaults in the performance of any obligations incumbent upon it to perform hereunder, City may terminate this Agreement and the rights extended to Licensee hereunder at any time, effective at the end of ninety (90) days following the date City shall provide written notice of termination to Licensee, which notice shall specify such default(s). Licensee shall have such ninety (90) day period to correct and cure the specified defaults, and if so corrected and cured to the satisfaction of City, this Agreement shall not be terminated but shall continue in full force and effect.

SECTION 5. FEE.

§5.0 The Licensee shall pay one dollar ($1.00) per year and provide other good and valuable consideration, receipt of which is hereby acknowledged.

SECTION 6. MAINTENANCE; FAILURE TO MAINTAIN; RELOCATION OF UTILITIES.

§6.1 At its sole cost and expense, Licensee shall maintain the improvements in good condition and repair and as required to satisfy applicable laws and regulations of City. All work to be performed by Licensee shall be completed in a proper workmanlike manner and with due diligence. Licensee shall have access over, across under the Property for the purposes of accomplishing such repair, maintenance, monitoring and replacement.

§6.2 If the Property is damaged as a result of:

(i) The performance by Licensee of the maintenance required by section 6.1, or the failure or neglect to perform such maintenance; and/or

(ii) Licensee’s design, installation or use of the improvements, regardless of cause,

at its sole cost and expense Licensee shall forthwith correct such deficiency and restore the Property to substantially the same condition it was in prior thereto, and if Licensee shall fail or neglect to commence such correction and restoration within five (5) days of notification thereof, City may proceed to do so, in which event the Licensee agrees to reimburse City for the reasonable costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of City.

LICENSE AGREEMENT - 2
§6.3 Notwithstanding the provisions of section 6.2, should an emergency exist related to the Licensee's use of this license which threatens the stability or function of the Property or the safety of the public use thereof, City shall have the right to immediately perform, on behalf of and at the cost of Licensee necessary emergency repairs.

§6.4 Licensee shall be responsible for the relocation of any existing utilities located on the Property as may be required in connection with any construction or installation of Improvements by Licensee on the Property.

SECTION 7. PERMIT.

§7.0 If the proposed construction and installation of the Improvements, or any reconstruction, relocation or maintenance thereof requires Licensee to obtain a permit under City regulations, Licensee shall first obtain such permit from City before commencing such work, and pay the required fees and otherwise comply with the conditions set forth therein.

SECTION 8. NO TITLE IN LICENSEE.

§8.0 Licensee shall have no right, title or interest in or to the Property other than the right to temporarily use the same pursuant to the terms of this Agreement.

SECTION 9. NO COSTS TO CITY.

§9.0 Any and all costs and expenses associated with Licensee's Authorized Use of the Property, or any construction or installation of Improvements thereon, or the repair and maintenance thereof, or the relocation of Improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of the Licensee.

SECTION 10. TAXES AND ASSESSMENTS.

§10.0 Licensee agrees to pay all special assessments and personal property taxes that may be levied and assessed on the Improvements during the term of this Agreement. Licensee retains the right to challenge any tax assessments if such assessments in Licensee's opinion are excessive.

SECTION 11. RESTORATION ON TERMINATION.

§11.0 Upon termination of this Agreement, Licensee will promptly remove all Improvements and restore the Property to at least it present condition. Should Licensee fail or neglect to promptly remove the improvements and restore the Property, City may do so, and assess Licensee for the reasonable costs thereof.
SECTION 12. INDEMNIFICATION.

§12.0 Licensee hereby indemnifies and holds City harmless from and against any and all claims or actions for loss, injury, death, damages, mechanics and other liens, arising out of the failure or neglect of Licensee, Licensee’s employees, contractors and agents, to properly and reasonably make Authorized Use of the Property or properly construct, install, plant, repair or maintain the Improvements thereon, or that otherwise result from the use and occupation of Property by Licensee, and including reasonable attorney fees and costs that may be incurred by City in defense of such claims or actions indemnified against by Licensee hereunder. For claims or actions arising out of failures or neglects occurring during the term of this Agreement Licensee’s obligations pursuant to this section shall survive the termination of this Agreement.

SECTION 13. COMPLIANCE WITH LAW; WASTE AND NUISANCES PROHIBITED.

§13.0 In connection with Licensee’s use of the Property, throughout the term of this Agreement Licensee covenants and agrees to: (i) comply and observe in all respects any and all, federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, the Clean Water Act and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Property of any Hazardous Materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future); (ii) obtain any and all permits and approvals required by City or any other unit of government; and (iii) commit no waste or allow any nuisance on the Property. Licensee covenants and agrees to indemnify and hold City harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorneys’ fees), arising directly or indirectly from or in any way connected with the breach of the foregoing covenant. These covenants shall survive the termination of this Agreement.

SECTION 14. ASSIGNMENT.

§14.0 Licensee cannot sell, assign or otherwise transfer this Agreement, the license herein extended, or any of its rights hereunder except with the prior written consent of City, which consent will not be granted unless the assignee expressly assumes all obligations, warranties, covenants and agreements of Licensee herein contained. Notwithstanding, this Agreement may be assigned by the Licensee without the approval or consent of the Licensor to the Licensee’s affiliates, subsidiaries or to any entity that acquires all or substantially all of Licensee’s assets.
SECTION 15. ATTORNEYS' FEES.

§15.0 In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

SECTION 16. NOTICE.

§16.0 Any notice under this Agreement shall be in writing and be delivered in person or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery) or by facsimile verified by electronic confirmation. All notice shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) the day of delivery to the overnight courier, or (c) the day facsimile delivery is electronically confirmed.

If to City:
Director
Boise Parks & Recreation Department
1104 Royal Blvd
Boise, Idaho 83706

If to Licensee:
United Water Idaho Inc.
8248 West Victory Road
Boise, Idaho 83709

Legal Department
United Water
200 Old Hook Road
Harrington Park, New Jersey 07640

SECTION 17. HEIRS AND ASSIGNS.

§17.0 This Agreement, the license herein extended, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon parties hereto and their successors and, if consented to by City under §14.

SECTION 18. EXHIBITS.

§18.0 All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

SECTION 19. NO RECORDATION.
§19 This Agreement shall not be recorded in the official Real Property Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day, month and year first set forth above.

For City of Boise

[Signature]

James R. Hall
Director
Boise Parks & Recreation Department

For United Water Idaho Inc.

[Signature]

By: [Signature]
Title: [Title]

LICENSE AGREEMENT - 6
June 6, 2005

Legal Description of the Warm Springs Golf Course
Easement for License Agreement
for United Water Idaho Inc.

The legal description of a permanent easement over a portion of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho; more particularly described as follows:

Beginning at an Iron Pin marking the Center-South 1/16 Section Corner of Section 13, T. 3 N., R. 2 E., B.M.;

thence, along the north-south center of section line of said Section 13, S 00°02'12" W 1327.96 feet to a Brass Cap marking the 1/4 Section Corner common to Sections 13 and 24;

thence, leaving said north-south center of section line, and along a random line, N 14°00'27" W 505.53 feet to a point on the west right-of-way line of Warm Springs Avenue, said point being the REAL POINT OF BEGINNING;

thence, along the west right-of-way line of said Warm Springs Avenue, and along a curve to the right, having a central angle of 1°53'45", a radius of 1209.00 feet, an arc length of 40.00 feet, and a chord which bears N 12°16'48" W 40.00 feet to a point;

thence, leaving said west right-of-way line, S 77°25'39" W 62.29 feet to a point;

thence, S 33°12'35" E 42.74 feet to a point;

thence, N 77°25'39" E 67.02 feet to the REAL POINT OF BEGINNING;

said easement contains 0.07 acres, or 2982 sq. ft., more or less;

said easement being subject to any other easements of record or in use;
LEGEND
- Brass Cap Monument
- Aluminum Cap Monument
- 5/8" dia. Iron Pin
- 1/2" dia. Iron Pin
- Calculated Point
- Edge of Pavement

WARM SPRINGS GOLF COURSE
PARKING LOT

Approximate R/W of Green Belt
(former railroad R/W).
See ROS No. 3866 for R/W location

NOTE: Easement Area = 0.07 acres or 2982 sq.ft.

CURVE 1
Delta = 1°53'45"
Radius = 1209.00'
Arc = 40.00'
Chord = 40.00'
Chord Brg = N 12°16'45" W

Prepared for:
UNITED WATER IDAHO INC.

Prepared by:
PORTER'S LAND SURVEYING, INC.
Planning Surveying
Boise, Idaho

WARM SPRINGS GOLF COURSE
EASEMENT FOR LICENSE AGREEMENT
Located in the Southeast 1/4
of the Southwest 1/4 of Section 13,
Township 3 North, Range 2 East, B.M.
Boise City, Ada County, Idaho

Scale: 1' = 40'
Date: 06/06/05
Job No. 0432

DRAWN BY: PB
DRAWING NAME: 0432RSM2.DWG
September 10, 2019

WARM SPRINGS GOLF COURSE  
EASEMENT DESCRIPTION FOR A LICENSE AGREEMENT  
SUEZ WATER IDAHO  

A permanent easement across a portion of Government Lot 2 being located in a portion of the Southeast ¼ of the Southwest ¼ of Section 13, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, said easement being more particularly described as follows:

Commencing at a brass cap monument marking the Center ¼ Corner of said Section 13, thence South 00° 01' 55" West 2655.84 feet along the North-South centerline of said Section 13 to a brass cap monument marking the South ¼ corner of said Section, thence leaving said North-South centerline North 14°00'44" West 550.87 feet to a point on the Westerly Right-Of-Way of East Warm Springs Avenue (Highway 21) being the POINT OF BEGINNING, thence leaving said westerly Right-Of-Way

South 77° 25' 22" West 61.73 feet, thence
North 33° 12' 53" West 58.77 feet, thence
North 77° 25' 22" East 82.40 feet to a point on said Westerly Right-Of-Way, thence along said Right-Of-Way

55.00 feet along a curve to the left, said curve having a radius of 1209.00 feet, a delta angle of 02° 36' 24" and a chord bearing and distance of South 12° 37' 12" East 55.00 feet to the POINT OF BEGINNING.

Said easement contains 3,952 square feet or 0.091 acres, more or less.
TO: Mayor and Council
FROM: Jim Pardy, Public Works
NUMBER: RES-65-20
DATE: December 31, 2019
SUBJECT: 2020 Boise Municipal Irrigation District (BMID) Assessment

BACKGROUND:

The Boise Municipal Irrigation District (BMID) operates and manages 5 pressure irrigation systems consisting of 11 subdivisions serving 315 lots. The BMID is operated under state statutes for Municipal Irrigation Districts, which require specific actions be taken in the process of assessing properties for irrigation. One such step is for Mayor and City Council, as the BMID Board of Directors, to formally establish the assessment rate for the properties served by the District. The proposed assessment rate for Water Year 2020 is $935 per acre, a 0% increase compared to last year.

FINANCIAL IMPACT:

There is no financial impact to the City.

ATTACHMENTS:

- Memo (PDF)
- Exhibit(PDF)
A RESOLUTION APPROVING THE ESTIMATE OF THE FUNDS NECESSARY FOR MAINTAINING, OPERATING, IMPROVING, EXTENDING, AND ENLARGING THE CITY OF BOISE MUNICIPAL IRRIGATION SYSTEM FOR FISCAL YEAR 2020; APPROVING THE APPORTIONMENT OF THE BUDGET ESTIMATE TO BENEFITED PROPERTIES WITHIN THE SYSTEM; SETTING A DATE FOR THE COUNCIL TO SIT AS AN IRRIGATION BOARD OF CORRECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city of Boise City operates and maintains a municipal irrigation system pursuant to Boise City Code Title 8, Chapter 16 and Idaho Code Title 50, Chapter 18; and

WHEREAS, Idaho Code 50-1807 requires that the Mayor and City Council shall, on or before the second Wednesday in February 2020, approve an estimate of the necessary funds required to operate and maintain the system; and

WHEREAS, the Boise City Public Works staff has prepared a budget estimate for the operation and maintenance of the municipal irrigation system which was recommended for approval by the Boise City Public Works Commission; and

WHEREAS, on or before the first day of March, the City Clerk is obligated to give notice of the time and date the Mayor and Council shall meet as a Board to correct the assessments levied and assessed in accordance with the approved budget estimate, which meeting must be held prior to March 20, 2020.

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

Section 1. The budget estimate, attached hereto as Exhibit “A”, for maintaining, operating, improving, extending, and enlarging the Boise City Municipal Irrigation System for the year 2020 is hereby approved.

Section 2. That the budget estimate shall be apportioned to the various benefited properties and parcels within the system.

Section 3. The City Clerk shall provide notice that the Mayor and Council will meet as Irrigation Board of Correction on March 17, 2020, at 6:00 p.m. for the purpose of correcting...
assessments levied and assessed in accordance with the approved budget estimate.

**Section 4.** That this Resolution shall be in full force and effective immediately upon its adoption and approval.
CITY OF BOISE

To: Mayor and Council

FROM: Jon Gunnerson, Project Manager, Public Works Department

ORDINANCE or RESOLUTION NUMBER: 

DATE: February 11, 2020

SUBJECT: 2020 Boise Municipal Irrigation District (BMID) Assessment

ACTION REQUIRED: Council action to set the 2020 assessment rate for properties within the Boise Municipal Irrigation District (BMID).

RECOMMENDATION: The Public Works Department recommends the BMID assessment rate remain unchanged at $935 per acre. The Public Works Commission also recommended approval of this assessment rate at their February 5, 2020 meeting.

FISCAL IMPACT/BUDGET IMPLICATIONS: Per the established 2020 budget, the irrigation assessment rate covers all the operating and maintenance costs of the pressure irrigation systems, including indirect costs and depreciation.

BACKGROUND: The City of Boise is responsible for the operation of five pressure irrigation systems which serve 11 subdivisions in West Boise. Combined, the BMID serves 315 lots serving 43.5 acres within Settlers and Nampa & Meridian Irrigation Districts.

The proposed assessment rate is $935 per acre, a 0% increase compared to last year.

The proposed assessment rate is less than the costs to irrigate with Suez water. Depending on watering habits, size of lot, and irrigable area, staff concluded that irrigating with Suez would on average cost 39% more than using irrigation water ($131 w/BMID vs $182 w/Suez)

ATTACHMENTS: Exhibit “A”, 2020 Boise Municipal Irrigation District (BMID) Budget
Exhibit A – 2020 Boise Municipal Irrigation District Budget

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TO: Mayor and Boise City Council  
FROM: Cody Riddle, Deputy Planning Director  
PREPARED BY: Karla Nelson, Associate Planner  
DATE: February 11, 2020  
RE: SUB19-00073 / Barnwood Subdivision No. 2 / Final Plat

Trilogy Idaho is requesting approval of a Final Plat for a residential subdivision comprised of 114 buildable lots and 21 common lots on 17.09 acres. The subject property is zoned SP-03 (Syringa Valley Specific Plan) and is located at 6300 S Cole Road.

TABLE OF CONTENTS
Page 2 Summary and Recommendation  
Page 3 Preliminary Plat  
Page 8 Final Plat  
Page 13 Conditions of Approval  
Page 19 Agency Comments
**Summary**

The Preliminary Plat for the Barnwood Subdivision was approved by the Boise City Council on January 30, 2018 and included 453 buildable lots and 64 common lots. The proposed development is part of the Syringa Valley Specific Plan (SP-03), a 550-acre master planned community that was originally approved on November 29, 2016 through a Comprehensive Plan Amendment and Rezone (CPA15-00008 & CAR15-00029). The phasing of the planned community was modified through (CAR17-00014 & SUB17-00038) to allow Barnwood Subdivision to be developed on the south side of Lake Hazel Road first before Kirsten Subdivision which is proposed for the north side of Lake Hazel Road.

The applicant now requests approval of the Final Plat for Barnwood Subdivision Number 2, which consists of 114 buildable lots and 21 common lots. The Final Plat is in conformance with the design and layout of the approved Preliminary Plat and will maintain east/west pedestrian connectivity to Barnwood No. 1 and the future Medium-Density Residential development to the east. Connectivity to Lake Hazel Road is maintained near Barnwood Avenue and will also be included in future phases to the east.

**Recommendation**

Approval of the Barnwood Subdivision No. 2 Final Plat, subject to the recommended conditions of approval.
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**Note:** Refer to Sheet 3 of 5 for line and curve tables.
BARNWOOD SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

Know all men by these presents: That Challenger Development, Inc., an Idaho Corporation is the owner of the property described as follows:

A parcel of land located in the W1/2 of Section 6, T.2N., R.2E., B.M., Boise, Ada County, Idaho more particularly described as follows:

Commencing at the W1/4 corner of said Section 6 from which the SW corner of said Section 6 bears South 00°27'15" West, 2,548.52 feet;

thence along the West boundary line of said Section 6 North 00°28'26" East, 916.56 feet;

thence leaving said West boundary line South 88°47'00" East, 1607.38 feet to the REAL POINT OF BEGINNING;

thence continuing South 88°47'00" East, 582.47 feet;

thence South 00°01'14" West, 1,059.91 feet;

thence North 88°47'00" West, 61.00 feet;

thence South 00°35'14" West, 70.00 feet;

thence North 88°47'00" West, 532.39 feet;

thence North 01°17'51" East, 95.00 feet;

thence North 88°47'00" West, 89.83 feet to a point on the exterior boundary line of Barnwood Subdivision No. 1 as filed in Book of Plats at Pages through records of Ada County, Idaho;

thence along the exterior boundary line of said Barnwood Subdivision No. 1 the following courses and distances:

thence North 41°13'36" West, 23.83 feet;

thence North 00°35'25" East, 444.53 feet;

thence 97.66 feet along the arc of a non-tangent curve to the left, said curve having a radius of 120.00 feet, a central angle of 46°44'16" and a long chord which bears North 45°11'46" East, 95.20 feet;

thence 27.43 feet along the arc of a non-tangent curve to the left, said curve having a radius of 96.00 feet, a central angle of 16°32'14" and a long chord which bears North 79°50'35" East, 27.34 feet;

thence North 01°17'51" East, 70.00 feet;

thence 27.43 feet along the arc of a non-tangent curve to the left, said curve having a radius of 96.00 feet, a central angle of 16°32'14" and a long chord which bears North 73°04'53" West, 27.34 feet;

thence 68.51 feet along the arc of a non-tangent curve to the left, said curve having a radius of 120.00 feet, a central angle of 42°44'15" and a long chord which bears North 40°46'03" West, 87.45 feet;

thence North 00°35'14" East, 206.16 feet;

thence North 46°39'44" East, 140.50 feet;

thence North 01°17'51" East, 30.00 feet to the REAL POINT OF BEGINNING. Containing 17.09 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing Suetz Water Idaho, Inc. main line located adjacent to the subject subdivision, and Suetz Water Idaho, Inc. has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation

Corey D. Barton, President

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Gregory G. Carter
P.L.S. No. 7729

ACKNOWLEDGMENT

State of Idaho

County of Ada

On this 20th day of February, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton, known or identified to me to be the President of Challenger Development, Inc., an Idaho Corporation, the corporation which executed the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires

Notary Public for Idaho
Residing in , Idaho
BARNWOOD SUBDIVISION NO. 2

HEALTH CERTIFICATE
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed in accordance with Section 50-1328, Idaho Code, by the issuance of a Certificate of Disapproval.

Central District Health Department  Date

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT
The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the ___day of ______________, 20____

President ACHD

APPROVAL OF CITY ENGINEER
I, the undersigned, Boise City Engineer, hereby state that the conditions of Boise City have been satisfied for Barnwood Subdivision No. 2.

City Engineer  Date

APPROVAL OF CITY COUNCIL
I, the undersigned, City Clerk in and for the City of Boise, Ada County, Idaho do hereby certify that at a regular meeting of the City Council held on the ___day of ______________, 20____, this plat was duly accepted and approved.

City Clerk, Boise, Idaho

CERTIFICATE OF COUNTY SURVEYOR
I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

County Surveyor

CERTIFICATE OF COUNTY TREASURER
I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C.50-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Date  County Treasurer

COUNTY RECORDER'S CERTIFICATE
State of Idaho  
County of Ada  
I hereby certify that this instrument was filed for record at the request of ______________ at ______________ O’clock ______________ M. on this ___day of ______________, 20____ in Book ______________ of plats at ______________ Pages ______________

Instrument No. ______________

Deputy  Ex-Officio Recorder

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
3429 N. BRICK OAK, AVE.
BOISE, ID 83714
www.baileyengineering.com

Packet Pg. 144
Recommended Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received August 30, 2017 and December 20, 2019, except as expressly modified the following conditions:

Rezone

2. Condition of Approval #4 for the Syringa Valley Specific Plan (CAR15-00029) shall state:

Prior to the approval of the final plat containing the 450th buildable lot from either the Kirsten Subdivision, the Barnwood District Subdivision, or cumulative from both, the Specific Plan shall be amended to identify a minimum square footage amount of commercial development or establish limits to residential development on the ground floor or some other way to ensure an adequate level of commercial development occurs within the village center sub-district. This amendment shall be approved by the City Council.

Subdivision

3. A note shall be placed on the face of the Final Plat stating, “The development of this property shall be in compliance with the Boise City Development Code.

4. A note on the face of the Final Plat shall designate that any common lots shall be owned and maintained by the Barnwood District Subdivision Homeowner’s Association. These lots cannot be developed for residential purposes in the future. The common lots shall be designated by lot and block.

5. Prior to submitting the Mylar of the Final Plat for the City Engineer’s signature, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

6. After approval of the Final Plat by the Boise City Council and prior to submittal of the Mylar of the Final Plat, covenants, homeowners’ association by-laws or other similar deed restrictions which provide for the use, control and maintenance of all common areas, private streets, shared access and shared parking, and which shall be consistent with the Fair Housing Act of 1968, as amended from time to time, shall be reviewed and approved by the Boise City Attorney. After recordation of the final plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s have been submitted to the Boise City Attorney.

7. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC...
plan conforming to the requirements B.C.C. Title 8-17, is to be submitted to the Director of Planning and Development Services for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

8. An individual who has attended the Boise City Responsible Person (RP) certification class, or has obtained Interim Certification for the RP shall be identified for this project. A permit will not issue until such time as the name and certification number of the RP has been provided to Boise City.

9. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of the B.C.C. Section 11-09-04.1. If a Non-Building Agreement is approved by Boise City Fire Department, no building permits shall be submitted until a “Satisfaction of Non-Building Agreement” is recorded.

10. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied, OR
   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

   NOTE: “No Parking” signs and curb painting shall be installed in accordance with the requirements of the International Fire Code 503.8 (B.C.C. 5-12-32). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.

11. Developer shall provide utility easements as required by the public utility providing service.

12. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat.

13. The Mylar shall include the following endorsements or certifications. These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder’s Office.

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
f. Certificate of the Boise City Clerk,
g. Certificate of the Ada County Surveyor, and
h. Signature of the Ada County Treasurer.

14. A letter of acceptance for water service from the utility providing same is required.

15. The name, Barnwood Subdivision No 2, is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur, applicant shall submit, in writing, from the Ada County Engineer, the new name to the Department of Planning and Development Services and re-approval by the Council of the "revised" Final Plat shall be required. Developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "revised" Final Plat for hearing.

16. A letter from the appropriate school district is required stating, "The Developer has made arrangements to comply with all requirements of the School District."

17. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."

Contact: Postmaster
770 S. 13th Street
Boise, ID 83708
Phone # 433-4301

18. Prior to submitting the Final Plat for recording, the following endorsements or certifications must be executed: Signatures of owners or dedicators, Certificate of the Surveyor, Certificate of the Ada County Surveyor, Certificate of the Central District Health Department, Certificate of the Boise City Engineer, Certificate of the Boise City Clerk, signatures of the Commissioners of the Ada County Highway District and the Ada County Treasurer.

19. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least twenty working days prior to the expiration of the first two-year period, or expiration date established thereafter.
b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.

**Agency Comments**

20. The applicant shall comply with the requirements of ACHD as per their staff report dated September 19, 2017.

21. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW) in the memos from:
   
a. Sewer.................................. September 7, 2017 and December 30, 2019
b. Pressure Irrigation........... September 7, 2017 and December 30, 2019
   c. Street Lights..................... September 5, 2017 and January 6, 2020
   d. Solid Waste ..................... September 15, 2017
   e. Grading & Drainage........... September 1, 2017

22. The applicant shall comply with all conditions of the Boise Fire Department from the memo dated September 27, 2017. Any deviation from the conditions is subject to Fire Department approval.

23. The applicant shall comply with all conditions of the PDS Building Division from the memo dated September 1, 2017.

24. The applicant shall comply with the requirements of the Central District Health Department memo dated September 13, 2017.

**Standard Conditions of Approval**

25. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

26. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

27. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch such as bark or soil aid.
28. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

29. In compliance with City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling 208-608-7700. Species shall be selected from the Boise City Tree Selection Guide.

30. Deciduous trees shall be not less than 2’ to 2 1/2’ inch caliper size at the time of planting, evergreen trees 5’ to 6’ in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

31. Any outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) footcandles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

32. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

33. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

34. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.

35. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.
36. This permit shall be valid for a period not to exceed 36 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

37. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.

38. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
To: Planning and Development Services
From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department
Subject: SUB19-00073; 6300 S Cole Road; Sewer Irrigation Sub Comments

1. STANDARD IRRIGATION CONDITIONS

   a. Comply with B.C.C. 11-09-04.11 concerning pressure irrigation requirements prior to signing of the final plat by the Boise City Engineer.
      1. The owner, person, firm or corporation filing the subdivision plat shall provide a pressurized irrigation system. The system must conform to the minimum design standards and specifications of Boise City, or of the entity that will operate and maintain the system, if that entity has published standards; or
      2. The owner, person, firm or corporation filing the subdivision plat shall provide written documentation that a valid waiver of the requirement to provide a pressure irrigation system and that Idaho Code 31-3805(1)(a) regarding transfer of water rights, has been complied with.

   b. Prior to either commencing construction or signing of the final plat by the Boise City Engineer, developer shall:
      1. Submit for approval by the Department of Public Works, construction plans and specifications for the pressurized system, stamped by a registered engineer.
      2. Provide written assurance that provisions have been made for ownership, operation, and maintenance of the system.
      3. Delineate all necessary irrigation easements on the final plat (B.C.C. 11-09-03.6).

   c. Developer shall provide for an independent inspection of the installation of irrigation facilities and written certification by the design or project engineer that the system was installed according to the approved plans. In addition, the Department of Public Works must be present for the system pressure test and participate in a final inspection.

   d. Developer may construct prior to final platting or bond in the amount of 110% of the estimated construction costs based on the approved plans.
e. **Fees:** Developer and/or owner shall pay the current inspection and plan review fees applicable to the proposed subdivision prior to signing of the final plat by the Boise City Engineer (B.C.C. 11-03-03.3.B.).

2. **STANDARD SEWER CONDITIONS**

**City Subdivision Conditions**

a. Wetline sewers are required (B.C.C. 11-09-04.4., *Required Improvements; Sanitary Sewer*).

1. Plans shall be submitted to and approved by the Boise City Department of Public Works prior to commencing with construction. Developer and/or owner may either construct improvements prior to final platting or execute a performance agreement and provide surety in the amount of 110% of the estimated costs. The developer and/or owner shall coordinate with the Department of Public Works for construction inspection prior to and during construction. Unless otherwise approved by the Public Works Department, all sewer construction shall be completed and accepted within 90 days of plat recordation, or within 30 days of issuance of the first building permit within the subdivision, whichever comes first.

**NOTE:** All bonding shall conform to Boise City Code 1-19, *Surety Bonds*.

2. Developer and/or owner shall pay the current sewer inspection fees for the proposed subdivision prior to signing of the final plat by the Boise City Engineer.

3. Developer and/or owner shall be responsible for repairs of any failures that occur within one (1) year of the project acceptance by the appropriate sewer entity (Boise City Code 11-09-04.2F, *Subdivision Standards; Required Improvements*).

b. Developer and/or owner shall delineate all necessary Boise City sanitary sewer easements on the final plat prior to signing of the final plat by the Boise City Engineer (Boise City Code 11-09-03.6A, *Subdivision Design Standards; Easements*).

**NOTE:** All bonding shall conform to B.C.C. 11-09-04.2., *Required Improvements; Filing of Plans and Bonding Surety*, which specifies that the improvements to be made shall be done in a time period not to exceed one year from the date of approval of the final plat.
CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: 6 January 2020

To: Planning and Development Services

From: Tom Marshall, Street Light Program Technician
Public Works Engineering

Subject: Street Light Subdivision Comments
SUB19-00073: 6300 S Cole Rd:

City Subdivision Conditions

a. Developer shall delineate on the face of the final plat a Boise City street light easement, acceptable to the Boise City Department of Public Works, for the purpose of installing and maintaining city-owned street light fixtures, conduit, and wiring lying outside the dedicated public right-of-way (B.C.C. 11-09-03.6.).

b. The Developer shall be required to install, at their expense, street lights in accordance with Boise City Public Works specifications and standards at locations designated by the Public Works Department (B.C.C. 11-09-04.9.). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction or bonding.

c. Fees: Developer shall pay the current street light inspection and plan review fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

d. Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

e. The street lights shall be installed and accepted by the Boise City Public Works Department at the following locations. Unless otherwise noted, street lights shall be installed at a 25-foot minimum mounting height, Class “A” LED residential fixture (see Street Light Approval Fixtures on the City of Boise website)

   i) Light Locations:
      - SEC of lot 8, block 7
      - SEC of lot 13, block 7
• SWC of lot 19, block 7
• SEC of lot 22, block 7
• NEC of lot 22, block 7 on Lake Hazel Rd a 30’ black roadway pole with 15’ mast arm and class “B” fixture
• NWC of lot 10, block 12
• NWC of lot 13, block 11
• NWC of lot 9 centered on Tarp St, Block 10
• NEC of lot 10, block 8
• NEC of lot 18, block 8
• SWC of lot 1, block 11
• NWC of lot 4, block 13
• NEC of lot 7, block 13

f. If approval for bonding is granted by the Boise City Public Works Department, Developer may bond in the amount of 110% of the estimated street light costs. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.

g. As per Idaho Power requirements the lights along following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and BC-SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Street Light approved fixtures and materials on the City of Boise web page.

h. Developer, engineer, or electrical contractor shall submit a street light plan using the Boise City Street Light Design Check List to public works for approval. Once approved three copies are required.

i. All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

Special Conditions: Light on Lake Hazel needs to be connected to a meter cabinet.

If you have further questions, please contact Tom Marshall at 208-608-7526
City of Boise Solid Waste staff has reviewed the application for this project and has the following comment(s):

City of Boise Solid Waste staff has reviewed the application for this project and has no comments at this time. Solid waste is OK as planned.

The link below provides information regarding trash enclosure design and location requirements:

https://www.cityofboise.org/media/7186/commercialenclosurerequirements.pdf

Please contact me with any questions at 208-608-7555 or rwalkins@cityofboise.org.
January 2, 2020

PDS Building Department Plan Review:

The subdivision Final plat SUB19-00073 has been reviewed and there are no comments at this time.

Jenny Nelson
Plans Examiner
Planning and Development Services
Office: (208)608-7109
jjnelson@cityofboise.org

Making Boise the most livable city in the country.
The applicant is requesting approval of a final plat for a residential subdivision comprised of 33 buildable lots and 5 common lots. The 8.2-acre parcel is zoned R-1C (Single Family Residential) and generally located at 6475 E Clear Ridge Street.

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This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDSOnline.
Summary
The Preliminary Plat of the Sunnyridge Subdivision Number 4 (SUB19-00025) was approved by the Boise City Council on August 20, 2019. This subdivision is comprised of 33 buildable lots and 5 common lots on approximately 8.2 acres in R-1C (Single Family Residential) zone. With conditions of approval, the final plat for Sunnyridge Subdivision No. 4 meets the design and layout of the preliminary plat and is in conformance with the Boise City Comprehensive Plan and Development Code.

Recommendation
Approval of the Final Plat for the Sunnyridge Subdivision No. 4, subject to Conditions of Approval.
Recommended Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received January 14, 2020, except as expressly modified by the following conditions:

2. Pedestrian connections shall be provided between Desert Ridge Avenue and Oregon Ridge Avenue in the vicinity of Lot 12, Block 13, and between Black Gold Street and the property to the south in the vicinity of Lots 16 and 17 of Block 13.

Agency Requirements

3. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Ada County Highway District (May 16, 2019);
   b. Boise City Building Department (January 17, 2020);
   c. Central District Health Department (January 16, 2020);
   d. Boise City Fire Department (May 23, 2019);

4. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   a. Sewer & Pressure Irrigation (January 16, 2020);
   b. Solid Waste (January 23, 2020);
   c. Drainage (April 23, 2019);

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

Subdivision

5. The following notes shall be placed on the face of the Final Plat stating:
   a. The development of this property shall be in compliance with the Boise Development Code.
   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations at the time of issuance of individual building permits.
   c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.
6. A note on the face of the Final Plat shall designate that any common lots shall be owned and maintained by the homeowner’s association. These lots cannot be developed for residential purposes in the future. The common lots shall be designated by Lot and Block.

7. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

8. The name Sunnyridge Subdivision No. 4, is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit the new name to the Ada County Surveyor for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Surveyor, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

9. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat.

10. The Mylar shall include the following endorsements or certifications. These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder’s Office.

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
   f. Certificate of the Boise City Clerk,
   g. Certificate of the Ada County Surveyor, and
   h. Signature of the Ada County Treasurer.

11. A letter of acceptance for water service from the utility providing same is required.

12. Utility easements as required by the public utilities providing service shall be provided.

13. A letter of acceptance from the appropriate school district is required.

14. Developer shall provide a letter from the United States Postal Service approving the location of mailboxes.
15. The developer shall comply with all requirements of the Boise City Fire Department and verify in one of the following ways:

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,

   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

   NOTE: “No Parking” signs and curb painting shall be installed in accordance with the requirements of the International Fire Code 503.8 (B.C.C. 5-12-32). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.

16. This subdivision is within the Wildland Urban Interface Zone “B” and compliance with Boise City Code 5-12-66 is required. The required fire safety plan shall be provided in accordance with 4921. A note shall be placed on the plat stating: “This subdivision is located in Area “B” of the Wildland Urban Interface Code and the property development and construction of structures shall comply with the requirements of Boise City Code Section 5-12-66.”

17. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan shall be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

18. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.
c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within one-year time it shall be deemed null and void.

19. All common driveway shall comply with the following requirements:
   
a. Common driveway access easements shall be delineated on the Final Plat.
   
b. A note on the Final Plat shall state: “Vehicular access to (list all lots utilizing a common driveway) shall be provided from a common driveway and not from the street.”
   
c. A note on the Final Plat shall set forth the legal description of the driveway and convey to those lots taking access from the driveway the perpetual right of ingress and egress over the driveway and provide that such perpetual easement shall run with the land.
   
d. A restrictive covenant or other similar deed restriction acceptable to the Boise City Attorney shall be recorded which provides for the perpetual maintenance of the common driveway and shall run with the land.
   
e. Street address numbers for homes utilizing a common driveway shall be visible from the street.

20. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded.

21. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City.

22. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

23. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:
   
a. Signatures of owners or dedicators,
   
b. Certificate of the Surveyor,
   
c. Certificate of the Central District Health Department,
   
d. Acceptance of the Commissioners of the Ada County Highway District.

**Standard Conditions of Approval**

24. Building permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact Planning and Development Services at (208) 608-7100 regarding questions pertaining to this condition.
25. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.

26. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

27. Anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-way must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling (208) 608-7700. Species shall be selected from the Boise City Tree Selection Guide.

28. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

29. Utility services shall be installed underground.

30. An occupancy permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

31. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

32. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

33. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.
34. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
SURVEY NARRATIVE

This document contains the information necessary for the accurate surveying and planning of the Sunnyridge Subdivision No. 4. The survey was conducted using the latest technology and equipment. The survey lines and monuments are clearly marked and recorded in the records of Ada County, Idaho.

NOTES

1. Unless otherwise designated or shown on this plat, all improvements designated as having a permanent easement for public utilities, storm drains, sidewalks, and public street lights have been transferred to the public.
2. Any improvements designated or shown on this plat shall have a permanent easement for public utilities.
3. All improvements designated or shown on this plat shall have a permanent easement for public utilities.
4. All improvements designated or shown on this plat shall have a permanent easement for public utilities.
5. All improvements designated or shown on this plat shall have a permanent easement for public utilities.
6. All improvements designated or shown on this plat shall have a permanent easement for public utilities.
7. All improvements designated or shown on this plat shall have a permanent easement for public utilities.
8. All improvements designated or shown on this plat shall have a permanent easement for public utilities.
9. All improvements designated or shown on this plat shall have a permanent easement for public utilities.

COMMON DRIVE LOTS DETAIL

The survey narrative and diagrams are provided to assist with the development and planning of the Sunnyridge Subdivision No. 4. The survey was conducted by LandSolutions Land Surveying and Consulting, located at 231 E. 5TH ST., STE. A, MERIDIAN, ID 83642, with contact information (208) 288-2040 and fax (208) 288-2557. The survey was recorded on November 10, 2015, as Instrument No. 2015-103256, Official Records of Ada County, Idaho.
USE AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HAND THIS ____ DAY OF ___________________, 20____.

BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HAND THIS ____ DAY OF _________________, 20____.

BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HAND THIS ____ DAY OF ___________________, 20____.

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IN WITNESS WHEREOF WE HAVE HERETO SET OUR HAND THIS ____ DAY OF ___________________, 20____.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HAND THIS ____ DAY OF ___________________, 20____.
TO:      Mayor and Council  
FROM:    Holli Woodings, Council Office  
NUMBER:  ORD-6-20  
DATE:    January 28, 2020  
SUBJECT: Proposed Hands-Free Ordinance

BACKGROUND:

In 2019, one of the top five traffic violations issued by the Boise Police Department ("BPD") was Following too Closely under Idaho Code ("I.C.") § 49-638. Following too Closely is a citation that is typically issued as a result of a motor vehicle accident. It is believed that the prevalence of Following too Closely citations is indicative of the driving while distracted problem within the City.

Concerns for the safety of the public while driving, bicycling, or walking within the City is at the root of this proposed ordinance. Prohibiting the use of mobile electronic devices, such as cellular phones while driving, is expected to decrease the overall numbers of distracted drivers significantly.

The proposed ordinance does provide limited exceptions to the prohibition of using a mobile electronic device while driving. Some examples of these exceptions include: using the device in a hands-free mode of operation, using the device to place a call to emergency services, use by certain first responders while performing their professional duties, etc.

Despite pending distracted driving bills within the Idaho Legislature, the City
seeks to move forward with this ordinance. It is uncertain whether either of the proposed state statutes will be adopted. The City moving forward on this proposed ordinance ensures the safety of the City’s residents and visitors against distracted driving regardless of whether the legislature votes to act.

Lastly, if adopted, the City would implement this ordinance under an education first, and enforcement second model. Under such a model, BPD officers would stop drivers for violations of this ordinance but issue warnings instead of citations for the first few months. The City would simultaneously undertake a robust public education campaign to alert motorists to this new law.

FINANCIAL IMPACT:

No impact

ATTACHMENTS:

- Exhibit A - Summary (DOC)
- Hands Free Staff Report 02.04 (PDF)
- ORD 1-22-2020 (PDF)
AN ORDINANCE AMENDING BOISE CITY CODE TITLE 6, MOTOR VEHICLES AND TRAFFIC, TO ENACT A NEW CHAPTER 18, ENTITLED "USE OF A MOBILE ELECTRONIC DEVICES WHILE DRIVING"; PROVIDING LEGAL AUTHORITY, PURPOSE AND SCOPE FOR THIS ORDINANCE; PROVIDING FOR DEFINITIONS; PROHIBITING USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING GENERALLY; PROVIDING FOR CERTAIN EXCEPTIONS TO THE PROHIBITION AGAINST USE MOBILE ELECTRONIC DEVICES WHILE DRIVING; PROVIDING FOR AN INFRACTION PENALTY; PROVIDING THAT THE INFRACTION SHALL NOT BE DEEMED A MOVING VIOLATION AND SHALL NOT RESULT IN POINTS BEING ASSESSED; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city of Boise City ("City") is dedicated to the protection of its citizens’ health, safety, and welfare; and

WHEREAS, the use of handheld mobile electronic devices while driving a motor vehicle results in distracted driving; and

WHEREAS, the National Highway Traffic Safety Administration reported in its Traffic Safety Facts on Distracted Driving 2016, of the 3,450 people killed in the United States in motor vehicle crashes involving distracted drivers that year, 14% of those fatal crashes involved distracted driving by cellular phones use; and

WHEREAS, eliminating the use of handheld mobile electronic devices while driving a motor vehicle will reduce distracted driving.

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

Section 1. That existing Boise City Code Title 6, shall be, and hereby is, amended to add a new chapter, Chapter 18 Use of Mobile Electronic Devices While Driving, to read as follows:

CHAPTER 18
USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING
6-18-1: LEGAL AUTHORITY:
Idaho Code sections 50-302, 50-314, and 49-208 authorize the City to regulate, limit, and control traffic and parking within its boundaries.

6-18-2: PURPOSE:
The use of mobile electronic devices while driving creates hazards to other drivers, passengers, and pedestrians. The purpose of this chapter is to restrict the use of mobile electronic devices by drivers who are in actual physical control of motor vehicles, which will promote and enhance the health, safety, and welfare of the public.

6-18-3: SCOPE:
This chapter sets forth standards and requirements applicable to the use of mobile electronic devices while a driver is in actual physical control of a motor vehicle while on a public roadway, street, or alley within the City’s limits.

6-18-4: DEFINITIONS:
For the purposes of this chapter, the following terms, phrases, words, and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words used throughout this chapter, but not defined herein or in chapter 1 of this title, shall have their plain, ordinary, and common meaning. Words in any gender shall apply to the feminine, masculine, and neuter genders.

ACTUAL PHYSICAL CONTROL: Being in the driver's position of a motor vehicle with the motor running.

HANDS-FREE MODE OF OPERATION: The use of a mobile electronic device or attachment to such a device, in a manner that allows a user to engage in wireless or data communication without requiring a physical touching or manipulation of the device, except to activate, deactivate, or initiate such function while one hand remains on the steering wheel.

MOBILE ELECTRONIC DEVICE: Any handheld or portable electronic equipment capable of receiving, producing, displaying or providing wireless or data communication between two (2) or more persons or capable of providing amusement, including, but not limited to, a cellular phone, text messaging device, paging device, personal digital assistant, laptop computer, video or music player, or a digital photographic or recording device capable of capturing videos or photographs.
OPERATOR: An individual who is in actual physical control of a motor vehicle.

6-18-5: PROHIBITED USE OF MOBILE ELECTRONIC DEVICES:
It shall be unlawful for any operator of a motor vehicle on a public roadway, street, or alley within the City’s limits to use a mobile electronic device, except as otherwise provided in this chapter.

6-18-6: EXCEPTIONS:
The prohibited use of mobile electronic devices as set forth in this chapter shall not apply to the following:

A. Use of a mobile electronic device in a hands-free mode of operation by an operator of a motor vehicle.
B. Use of a mobile electronic device by an operator of a motor vehicle that is stopped, standing, or parked in a parking space or is otherwise pulled off of, or over to the side of a public roadway, street, or alley outside of a traffic lane, or in a location where such vehicle can safely remain stationary.
C. Use of a mobile electronic device to report an emergency to a law enforcement agency, fire department, health care provider, or other emergency services provider.
D. Use of a mobile electronic device by a peace officer, firefighter (paid or volunteer), paramedic, emergency medical technician, or other first-responder during the performance of that person’s official duties.
E. Use of a mobile electronic device by a public utility employee or contractor acting within the scope of that person’s employment while responding to a public utility emergency.
F. Use of a mobile electronic device by an operator of a commercial motor vehicle, using such a device in accordance with applicable federal regulations.
G. Use of a radio designed for the citizen band (i.e., “C.B. Radio”) service or the amateur radio service of the Federal Communications Commission, or a commercial two-way radio communications device.

6-18-7: PENALTIES:
A. A person violating any provision of this chapter shall be guilty of an infraction, subject to penalty as provided in section 1-4-2 of this Code, excluding court costs and fees. There is no right to a trial by jury of a citation or complaint for an infraction. Such trials shall be held before the court without a jury.

B. A conviction under this chapter shall be deemed a non-moving traffic violation and shall have no points assessed as prescribed by Idaho Code section 49-326.

Section 2. That the summary of this Ordinance, attached as Exhibit A, be, and the same is hereby, approved as to both form and content.

Section 3. That this Ordinance shall be in effect immediately upon its passage, approval, and publication.
EXHIBIT “A”

STATEMENT OF BOISE CITY ATTORNEY
AS TO ADEQUACY OF SUMMARY
OF ORDINANCE NO. 6-20

The undersigned, Jennifer Pitino, in her capacity as Deputy City Attorney of the city of Boise City, Idaho, hereby certifies that she is a legal advisor of the City and has reviewed a copy of the attached Summary of Ordinance No. 6-20 of the City of Boise City, Idaho, and has found the same to be true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A(3).

DATED this _____ day of ________, 2020.

______________________________
Jennifer Pitino
Deputy City Attorney

SUMMARY OF ORDINANCE NO. 6-20
OF THE CITY OF BOISE CITY, IDAHO

PUBLIC NOTICE IS HEREBY GIVEN that the city of Boise City, Idaho, adopted at its regular meeting of ______________________, ______, 2020, that Ordinance No. 6-20 entitled:

AN ORDINANCE AMENDING BOISE CITY CODE TITLE 6, MOTOR VEHICLES AND TRAFFIC, TO ENACT A NEW CHAPTER 18, ENTITLED “USE OF A MOBILE ELECTRONIC DEVICES WHILE DRIVING”; PROVIDING LEGAL AUTHORITY, PURPOSE AND SCOPE FOR THIS ORDINANCE; PROVIDING FOR DEFINITIONS; PROHIBITING USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING GENERALLY; PROVIDING FOR CERTAIN EXCEPTIONS TO THE PROHIBITION AGAINST USE MOBILE ELECTRONIC DEVICES WHILE DRIVING; PROVIDING FOR AN INFRACTION PENALTY; PROVIDING THAT THE INFRACTION SHALL NOT BE DEEMED A MOVING VIOLATION AND SHALL NOT RESULT IN POINTS BEING ASSESSED; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance amends Boise City Code Title 6 to add a new chapter 18, which shall be entitled “Use of Mobile Electronic Devices While Driving.” It provides the legal authority, purpose and scope of this ordinance. The ordinance provides definitions. The ordinance generally prohibits the use of a mobile electronic device while driving, and also provides certain exceptions to that prohibition. This ordinance provides for a non-moving violation infraction penalty, which shall not result in points being assessed to drivers’ records.
The ordinance establishes an ordinance effective date and approves this ordinance summary. The effective date of the Ordinance is the date of its passage, approval and publication. A copy of the full text of the Ordinance is available at the City Clerk’s office, 150 North Capitol Boulevard, in Boise, Idaho 83701. Examination may be requested in writing or in person during regular business hours of the City Clerk’s office, from 8:00 a.m. until 5:00 p.m. pursuant to Idaho Code Title 50, Chapter 9, Section 01A(4).

DATED this _____ day of , 2020.

City of Boise City, Idaho

ATTEST:

__________________    ____________________
MAYOR               EX-OFFICIO CITY CLERK
Lauren McLean        Lynda Lowry
TO: Mayor McLean and Boise City Council
FROM: Council Pro Tem Holli Woodings
CC: Jade Riley, Chief Michael Masterson
DATE: 1/28/2020
RE: Updated - Proposed Hands-Free Ordinance

PROPOSED HANDS-FREE ORDINANCE

The recent passage of the Hands-free Ordinance in Meridian has reignited the conversation around the Treasure Valley about the use of cell phones and other mobile devices while driving. Over the past months, I have met with Interim Police Chief Mike Masterson and members of our City Attorney’s Office about this issue. I have also discussed this matter with Ada County government representatives to ensure a cooperative approach, and to avoid conflicting approaches between our jurisdictions.

Based on traffic statistics provided by Chief Masterson, most of the accidents that our police officers are investigating are due to some form of distracted driving. There are three state code sections that officers can currently use for citing distracted driving: inattentive driving (I.C. §49-1401), texting while driving (I.C. §49-1401A) and following too close (I.C. §49-638). From 2016 to 2019, there were 4,444 citations issued in the City of Boise under the following too closely statute. This citation is often issued after an accident has occurred, rather than being used as a deterrent. In that same period, the City issued 1,857 citations for violations of the inattentive driving and texting while driving codes.

It is my opinion that we need to focus on prevention and safety, not just reacting to car accidents. Therefore, I believe that enacting an ordinance similar to Meridian’s Hands-free Ordinance that also includes items our police and I feel are important to our Boise residents. This proposal would prohibit the use of mobile electronic devices that are not in a hands-free mode by an operator of a motor vehicle unless specifically exempted. Mobile electronic device use would be allow while driving under limited circumstances, including, not limited to: (1) when the vehicle is parked or otherwise pulled off or to the side of a roadway, (2) to report an emergency to a law enforcement or emergency provider, (3) use by a first responder during their performance of their official duties, or (4) use by an operator of a commercial vehicle in accordance with federal regulations.

Since the Council’s work session in January on the City’s draft ordinance, I have requested that the draft be amended to remove the portion of the penalty section that allowed for points to be assessed to a driver’s record under subsequent convictions. A
Meridian City Councilmember contacted me and raised his concerns over the legality of adding points to subsequent convictions and also creating a large inconsistency between Boise and Meridian’s ordinances on this issue. In light of these concerns and request, I have amended the City’s draft ordinance, but wish to possibly readdress the matter later, if the ordinance is passed. A second small change to the City’s original draft language is to add the modifying phrase to the hands-free mode of operation definition, that reads, “while one hand remains on the steering wheel” as a requirement when activating or deactivating the hands-free mode of operation on a device. Such amendment would align the City’s ordinance with the language in Ada County’s draft ordinance and thereby, help bring greater consistency between the two.

To create a smooth enforcement of this proposed City ordinance, the City could approach the implementation in similar manner as Meridian handled the roll-out of their ordinance – beginning first with education rather than citation. This is an approach the City has used in the past with other issues with success. I propose that if adopted, the City use this approach of an education and enforcement model. Under such model, law enforcement would initially issue warnings for violations for a certain period while concurrently undertaking a robust public education campaign to alert motorists to the new law. This enforcement approach seems appropriate in this situation. Additionally, there is the potential for collaboration with other jurisdictions in Ada County dependent on timing.

**CONCLUSION**

For me, this is an issue of public safety. I am not alone in noticing while driving, biking, and walking around our City that the number of people who are using their mobile devices while operating a motor vehicle is on the rise and the resulting driving behavior unsafe. I believe the proposed new ordinance would increase the safety of our pedestrians, bicyclists, and drivers and will decrease distracted driving overall. It will make our roads safer for everyone who is traveling on or near them. It is an issue that we need to address, and I believe that the time to take that action is now. I am aware of two bills that are currently before the Idaho Legislature on this issue. However, I feel that this is an issue of such importance that we should continue to move this forward concurrently with any discussions that may take place at the State level. By doing this, if they do not act this session, we will still have a plan in place to ensure the safety of our residents and visitors.
CHAPTER 18
USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING

6-18-1: LEGAL AUTHORITY:
Idaho Code sections 50-302, 50-314, and 49-208 authorize the City to regulate, limit, and control traffic and parking within its boundaries.

6-18-2: PURPOSE:
The use of mobile electronic devices while driving creates hazards to other drivers, passengers, and pedestrians. The purpose of this chapter is to restrict the use of mobile electronic devices by drivers who are in actual physical control of motor vehicles, which will promote and enhance the health, safety, and welfare of the public.

6-18-3: SCOPE:
This chapter sets forth standards and requirements applicable to the use of mobile electronic devices while a driver is in actual physical control of a motor vehicle while on a public roadway, street, or alley within the City's limits.

6-18-4: DEFINITIONS:
For the purposes of this chapter, the following terms, phrases, words, and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words used throughout this chapter, but not defined herein or in chapter 1 of this title, shall have their plain, ordinary, and common meaning. Words in any gender shall apply to the feminine, masculine, and neuter genders.

ACTUAL PHYSICAL CONTROL: Being in the driver's position of a motor vehicle with the motor running.

HANDS-FREE MODE OF OPERATION: The use of a mobile electronic device or attachment to such a device, in a manner that allows a user to engage in wireless or data communication without requiring a physical touching or manipulation of the device, except to activate, deactivate, or initiate such function while one hand remains on the steering wheel.

MOBILE ELECTRONIC DEVICE: Any handheld or portable electronic equipment capable of receiving, producing, displaying or providing wireless or data communication between two (2) or more persons or capable of providing amusement, including, but not limited to, a cellular phone, text messaging device, paging device, personal digital assistant, laptop computer, video or music player, or a digital photographic or recording device capable of capturing videos or photographs.
OPERATOR: An individual who is in actual physical control of a motor vehicle.

6-18-5: PROHIBITED USE OF MOBILE ELECTRONIC DEVICES:

It shall be unlawful for any operator of a motor vehicle on a public roadway, street, or alley within the City’s limits to use a mobile electronic device, except as otherwise provided in this chapter.

6-18-6: EXCEPTIONS:
The prohibited use of mobile electronic devices as set forth in this chapter shall not apply to the following:

A. Use of a mobile electronic device in a hands-free mode of operation by an operator of a motor vehicle.
B. Use of a mobile electronic device by an operator of a motor vehicle that is stopped, standing, or parked in a parking space or is otherwise pulled off of, or over to the side of, the public roadway, street, or alley outside of a traffic lane, or in a location where such vehicle can safely remain stationary.
C. Use of a mobile electronic device to report an emergency to a law enforcement agency, fire department, health care provider, or other emergency services provider.
D. Use of a mobile electronic device by a peace officer, firefighter (paid or volunteer), paramedic, emergency medical technician, or other first-responder during the performance of that person’s official duties.
E. Use of a mobile electronic device by a public utility employee or contractor acting within the scope of that person’s employment while responding to a public utility emergency.
F. Use of a mobile electronic device by an operator of a commercial motor vehicle, using such a device in accordance with applicable federal regulations.
G. Use of a radio designed for the citizen band (i.e., “C.B. Radio”) service or the amateur radio service of the Federal Communications Commission, or a commercial two-way radio communications device.

6-18-7: PENALTIES:

A. A person violating any provision of this chapter shall be guilty of an infraction, subject to penalty as provided in section 1-4-2 of this Code, excluding court costs and fees. There is no right to a trial by jury of a citation or complaint for an infraction. Such trials shall be held before the court without a jury.

B. A conviction under this chapter shall be deemed a non-moving traffic violation and shall have no points assessed as prescribed by Idaho Code section 49-326.
TO: Mayor and Council
FROM: David Moser, Planning and Development Services
NUMBER: ORD-5-20
DATE: December 30, 2019
SUBJECT: CAR19-00019 / Ordinance

BACKGROUND:

On October 14, 2019, Planning and Zoning Commission recommended denial.

On December 10, 2019, City Council approved.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- CAR19-00019-Exhibit A (rezone map) (PDF)
AN ORDINANCE (CAR19-00019 FOR PROPERTY LOCATED AT 871 S. FIVE MILE ROAD, BOISE, ID 83709) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL - 4.8 UNITS PER ACRE (R-1B) TO SINGLE FAMILY RESIDENTIAL - 8 UNITS PER ACRE (R-1C); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the land use zoning classification of the following described lands within the city of Boise City, Idaho, as set forth in Exhibit A (Map) are amended and reclassified from Single Family Residential - 4.8 units per acre (R-1B) to Single Family Residential - 8 units per acre (R-1C), pursuant to the procedures and requirements of Title 67, Chapter 65, Idaho Code, Title 11, Chapter 6, Boise City Code, and the Boise City Comprehensive Plan, as a result of changed circumstances and to promote the public health, safety and welfare.

Section 2. Pursuant to Idaho Code § 67-6535, the Boise City Council hereby adopts the following Reasoned Statement:

Reasoned Statement
The proposed rezone is consistent with the approval criteria of Section 11-03-04.3(7c) of the Boise City Development Code. It is also consistent with the Comprehensive Plan as it designates the site as “Suburban” on the Land Use Map and R-1C zoning is allowed within this designation. The R-1C zone will be compatible with surrounding zoning and development as other property zoned R-1C is located to the north, and R-1B zoning abuts the site to the south and west. The higher density allowed in the R-1C zone is supported by the site’s location along an arterial roadway along which future transit service is proposed, and its being within walking distance of numerous retail and commercial services within the Overland Road/Five Mile Road Community Activity Center to the south.

Section 3. The zoning maps of the city of Boise City, Idaho, are hereby changed, altered and amended to include and insert the real property described in Exhibit A hereof in the land use classification therein described.
Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication.
BOISE CITY REZONE

CAR19-00019

Exhibit A

Section 15  Township 3N  Range 1E

This map is made from data copyrighted by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map. Maps bearing this disclaimer may be photocopied freely. However, use in any digital form requires the written permission of Ada County.

This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained.
MEMO

TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Kevin Holmes, Associate Planner
HEARING DATE: February 11, 2020
RE: SUB19-00069 / Preliminary & Final Plat / 2711 W. Woodlawn Ave.

On January 13, 2020 the Planning and Zoning Commission recommended approval of a preliminary and final plat for a residential subdivision comprised of 3 buildable lots, on 0.22 acres located at 2711 W. Woodlawn Ave. in an R-2 (Medium Density Residential) zone.

TABLE OF CONTENTS

Page 2  Background & Summary of Planning and Zoning Commission Action
Page 3  Recommended Conditions of Approval
Page 9  Preliminary Plat
Page 10  Final Plat
Page 11  Action Letter from January 13, 2020 P&Z Hearing
Page 19  Minutes from January 13, 2020 P&Z Hearing
Page 23  Project Report from January 13, 2020 P&Z Hearing

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION

The project involves a preliminary and final plat for a residential subdivision comprised of 3 buildable lots, on 0.22 acres located at 2711 W. Woodlawn Ave. in an R-2 (Medium Density Residential) zone. Also associated with the subdivision was a planned unit development (PUD) for 3 attached single-family dwellings. The Planning & Zoning Commission approved the PUD unanimously on the consent agenda with no public opposition, and recommended approval of the preliminary and final plat request.

The proposal includes replacing the existing 892 square-foot home with the construction of three, new, single-family attached homes, ranging in size from 2,077 square feet to 2,121 square feet, each with a two-car garage. The property is proposed to be subdivided into three separate lots to allow the owner to establish individual ownership of the townhomes.

Site access will be provided by way of a 20-foot-wide shared drive along the western edge of the site. Each proposed home includes a two-car garage which satisfies off-street parking requirements for single-family homes. Curb, gutter, and a 5-foot attached sidewalk already exists along Woodlawn Ave abutting the site.

CONCLUSION & RECOMMENDATION

No opposition has been received regarding the development. As outlined in the original project report, the proposed subdivision complies with the standards of the Boise City Development Code and Blueprint Boise. The Commission unanimously recommended approval of the preliminary and final plats at their January 13, 2020 hearing.
RECOMMENDED CONDITIONS OF APPROVAL

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received November 26, 2019 except as expressly modified the following conditions:

2. Submit a tree mitigation plan prior to the review of any building permits. Coordinate with the City Community Forestry Unit on specific mitigation criteria.

Agency Requirements

3. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Ada County Highway District (December 4, 2019); and
   b. Central District Health Department (December 5, 2019).

4. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   a. Drainage (December 10, 2019);
   b. Sewer (December 2, 2019 and November 20, 2019);
   c. Sewer Irrigation (December 2, 2019);
   d. Solid Waste (December 2, 2019); and
   e. Street Lights (December 3, 2019).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

5. The applicant shall comply with all requirements of the Boise Fire Department. For additional information, contact Ron Johnson at 208-570-6500.

6. The applicant shall comply with all requirements of the Boise City Building Department comments received December 6, 2019.

Subdivision:

7. The following notes shall be placed on the face of the Final Plat stating:

   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD19-00037 and SUB19-00069.
b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00037, at the time of issuance of individual building permits.

c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.

8. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder’s Office.

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
   f. Certificate of the Boise City Clerk,
   g. Certificate of the Ada County Surveyor, and
   h. Signature of the Ada County Treasurer.

9. The name, Woodlawn Townhomes Subdivision, will be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur, the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

10. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

11. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

12. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."

Contact: Dan Frasier, Postmaster
770 S. 13th St.
Boise, ID 83708-0001
Phone No. (208) 433-4301
Fax No. (208) 433-4400
13. A letter from the appropriate school district is required stating, “The Developer has made arrangements to comply with all requirements of the School District.”

14. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:
   
   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied, OR
   
   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

15. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

16. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements of the Boise City Code, is to be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

17. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

18. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:

   a. Signatures of owners or dedicators,
   
   b. Certificate of the Surveyor,
   
   c. Certificate of the Central District Health Department,
   
   d. Acceptance of the Commissioners of the Ada County Highway District.

19. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.
b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.

20. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-04.1. If a Non-Building Agreement is approved by Boise City Fire Department, no building permits shall be submitted until a “Satisfaction of Non-Building Agreement” is recorded.

21. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.

Standard Conditions of Approval

22. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

23. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

24. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

25. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.

26. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

27. In compliance with the Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling 208-608-7700. Species shall be selected from the Boise City Tree Selection Guide.
28. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

29. Utility services shall be installed underground.

30. Any outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) footcandles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

31. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or an authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

32. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

33. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

34. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.

35. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

36. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.
37. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.

38. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
NOTES

1. No buildings setback lines shall be in compliance with the Boise City Zoning District or as specifically approved by PUC.

2. Any erection of buildings shall conform to the applicable zoning regulations in effect at the time of issuance.

3. All lots are hereby designated as having a permanent public utility drain, storm drain, and minor public utility drain agreement made the 20th day of November, 1979, to any street that is terminated to the use of the public, the easement shall not preclude the construction of hard-surfaced driveways.

4. Other than the shown access points specifically approved by the Ada County Highway District and Boise City, direct lot access to the Woodlawn Avenue is prohibited.

5. Septic tank and seepage pond to be installed according to the Ada County Health District regulations and Boise City requirements.

6. The development of this property shall be in accordance with the Boise City Zoning District or by any specifically approved by PUC.

7. Conditions, covenants, and restrictions are in effect for this subdivision, recorded as part of plat, as recorded.

8. Lot 25 access easement is designated as a common driveway for access, subject to use with this plat in favor of the owners of Lots 1, 2, and 3, and lot owners shall have an easement interest in the common driveway, and shall maintain and operate the common driveway.

9. For additional boundary information, see records of survey No. 17698, filed for record in the Office of the Ada County Recorder, Boise, Idaho.

PLAT OF
WOODLAWN TOWNHOMES SUBDIVISION
A PORTION OF LOT 61, AMENDED PALT OF HESTER A. DAVIS ADDITION,
LYING IN THE NW 1/4, SECTION 4, T.13N, R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO

2020

SCALE IN FEET

33

N.

LEGEND

BOUNDARY LINE
CENTER LINE
FIND BRASS CAP
FIND ALUMINUM CAP
FIND 5/8" IRON PIN, PLS 95082
SET 5/8" X 30" IRON PIN W/CAP
FIND 1/2" IRON PIN
SET 1/2" X 24" IRON PIN W/CAP
DATA OF RECORD
LOT LINE
ORIGINAL LOT LINE

CENTER OF SECTION
C.P.W. NO. 020804240
January 14, 2020

Tyler Targee
3675 N La Mesita Way
Boise, ID 83702
ttargee@gmail.com

Re: PUD19-00037 & SUB19-00069 / 2711 W Woodlawn Ave

Dear Applicant:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request for a modification to a previously approved conditional use permit for a planned residential development comprised of 3 attached townhomes on 0.22 acres located in an R-2 (Medium Density Residential) zone. Also included are Preliminary and Final Plats for a residential subdivision comprised of 3 buildable lots.

The Boise City Planning and Zoning Commission, at their hearing of January 13, 2020, approved your conditional use permit request, based on compliance with the attached Reason for the Decision and Conditions of Approval.

May we also take this opportunity to inform you of the following:

1. These approvals will not take effect until after the appeal period has lapsed.

2. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at: http://pds.cityofboise.org/.

3. All appeals of these permits must be filed by 5:00 P.M., on January 23, 2020.

4. If these permits are not acted upon within two (2) years, it will become null and void without further notification from this Department.

This letter constitutes your Conditional Use Permit.
On **January 13, 2020**, the Boise City Planning & Zoning Commission **recommended approval** of the Preliminary and Final Plat of the Woodlawn Townhomes to the Boise City Council, subject to compliance with the Conditions of Approval listed below.

Unless otherwise specified, all conditions shall be completed prior to signing of the Final Plat by the Boise City Engineer.

Questions can be directed to me at (208) 608-7074 or kholmes@cityofboise.org.

Sincerely,

Kevin Holmes
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

KH/mh
cc: Jason Durand / West End Neighborhood Association / jasonadurand@gmail.com
Reason for the Decision

Planned Unit Development
The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The three townhomes are compatible with the surrounding neighborhood and the site is large enough to accommodate the use with the requested waivers for reducing internal setbacks and lot sizes and width. Correspondence received from commenting agencies confirm the use will not place an undue burden on the transportation system or other services in the vicinity. The development will not adversely affect other property in the vicinity as it meets the density, height, and parking requirements of the zone. The development is in compliance with the Comprehensive Plan as it is within close proximity to a designated Neighborhood Activity Center at 27th Street and Stewart Ave and constitutes infill development which reduces vehicle miles traveled and avoids costly extensions of infrastructure (Goal NE-CCN 1.3 & Goal CC1.1). The garages are located on the side which minimizes the placement of garage façades along the street (Principle IDP-N.7). The site is located in the West End which is comprised of a mix of uses including office, retail, and residential densities that include single- and multi-family. This proposal will continue to add diversity of housing options in the area (Principle GDP-N.3). Infill development and increased density is encouraged due to the nearby amenities such as Esther Simplot Park, the State Street Corridor, and Downtown Boise. There are also numerous transit stops nearby along the State Street Corridor and the Main Street-Fairview Ave Corridor.

Subdivision
As further detailed in the project report, the project complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary and final plat are consistent with the Development Code and the Comprehensive Plan.

Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received November 26, 2019, except as expressly modified the following conditions:

2. Submit a tree mitigation plan prior to the review of any building permits. Coordinate with the City Forestry Unit on specific mitigation criteria.

Agency Requirements

3. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District (December 4, 2019);
   b. Central District Health Department (December 5, 2019).
4. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   a. Drainage (December 10, 2019);
   b. Sewer (December 2, 2019 and November 20, 2019);
   c. Sewer Irrigation (December 2, 2019);
   d. Solid Waste (December 2, 2019); and
   e. Street Lights (December 3, 2019).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

5. The applicant shall comply with all requirements of the Boise Fire Department. For additional information, contact Ron Johnson at 208-570-6500.

6. The applicant shall comply with all requirements of the Boise City Building Department comments received December 6, 2019.

Subdivision:

7. The following notes shall be placed on the face of the Final Plat stating:

   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD19-00037 and SUB19-00069.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00037, at the time of issuance of individual building permits.

   c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.

8. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder's Office.

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
   f. Certificate of the Boise City Clerk,
   g. Certificate of the Ada County Surveyor, and
h. Signature of the Ada County Treasurer.

9. The name, **Woodlawn Townhomes Subdivision**, will be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur, the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

10. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

11. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

12. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."

   Contact: Dan Frasier, Postmaster
   770 S. 13th St.
   Boise, ID 83708-0001
   Phone No. (208) 433-4301
   Fax No. (208) 433-4400

13. A letter from the appropriate school district is required stating, “The Developer has made arrangements to comply with all requirements of the School District.”

14. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,

   OR

   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

15. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R's, no building permit shall be accepted until a copy of the recorded CC&R's has been submitted to the Boise City Attorney.
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19. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

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Standard Conditions of Approval

22. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

23. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

24. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

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27. In compliance with the Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling 208-608-7700. Species shall be selected from the Boise City Tree Selection Guide.

28. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

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31. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or an authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

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33. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

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35. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

36. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

37. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.

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I. CALL TO ORDER

PRESENT: Ansotegui, Stevens, Gillespie, Finfrock, Bratnober, Zuckerman, Stead, Schafer

ABSENT:

II. MINUTES ACCEPTANCE

1. Planning and Zoning Commission Minutes – December 2, 2019
2. Planning and Zoning Commission Minutes – December 9, 2019

III. CREATION OF CONSENT AGENDA

A. PUD15-00017 & CFH15-00037 / The Reserve at Deer Valley, LLC
   8134 N Pierce Park Lane
   A conditional use permit and hillside development permit for a
   planned residential development comprised of 96 detached single-
   family homes on approximately 90 acres located within the R-1A
   (Single Family Residential) zone. Kevin Holmes

B. PUD17-00029 / ID Malone3 LLC
   3555 E Warm Springs Ave
   Conditional use permit for a planned residential development
   comprised of 47 detached single family homes on 8.65 acres in a R-
   2D/DA (Medium Density Residential with Design Review and a
   Development Agreement) zone. Céline Acord

3. CUP19-00084 / Heroes Academy
   5771 N Discovery Way
   Conditional use permit to operate a private school in an existing
   7,500 square feet tenant space on 1.59 acres located in a T-1D
   (Technological-Industrial Park with Design Review) zone.
   Ethan Mansfield
5. **CVA19-00066 / YESCO**
   1099 W Front St
   Variance to exceed the maximum background area for an electronic message display sign on 1.90 acres located in a C-5DD (Central Business District with Downtown Design Review Overlay). Nicolette Womack

6. **SOS19-00024 / Chris Trivolis**
   2503 S Annett St
   Waiver to the Subdivision Ordinance requirement to construct curb, gutter and sidewalk as part of a Minor Land Division on 0.44 acres located in an R-1C (Single Family Residential) zone. Kevin Holmes

7. **PUD19-00037 / Tyler Targee**
   2711 W Woodlawn Ave
   Modification to a previously approved conditional use permit for a planned residential development comprised of 3 attached townhomes on 0.22 acres located in an R-2 (Medium Density Residential) zone. Kevin Holmes

**SUB19-00069 / Woodlawn Townhomes**
2711 W Woodlawn Ave
Preliminary and Final Plat for a residential subdivision comprised of 3 buildable lots on 0.22 acres located in an R-2 (Medium Density Residential) zone. Kevin Holmes

RESULT: APPROVED [UNANIMOUS]
MOWER: Tamara Ansotegui, Co-Chair
SECONDER: Meredith Stead, Commissioner
AYES: Ansotegui, Stevens, Gillespie, Finfrock, Bratnober, Stead, Schafer
ABSTAIN: Ben Zuckerman
UNANIMOUS APPROVAL TO PLACE ON CONSENT
ALL IN FAVOR, MOTION CARRIED
IV. NEW BUSINESS

1. **CAR19-00022 / SU Architecture**
   CAR19-00022 / 3047 S Bown Way / Rezone of 0.53 acres from a C-1D (Neighborhood Commercial with Design Review) zone to a PCD/DA (Pedestrian Commercial with Design Review and Development Agreement) zone. Leon Letson

   **CUP19-00064 / SU Architecture**
   3047 S Bown Way
   Conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant retail building on 0.53 acres in a proposed PCD/DA (Pedestrian Commercial with Design Review and Development Agreement) zone. Leon Letson

   **RESULT:** APPROVED [6 TO 1]
   **MOVER:** Meredith Stead
   **SECONDER:** Jennifer Stevens, Chairperson
   **AYES:** Ansotegui, Stevens, Gillespie, Finfrock, Stead, Schafer
   **NAYS:** Jim Bratnober
   **ABSTAIN:** Ben Zuckerman
   **First Motion:** Commissioner Bratnober moved to approve. Commissioner Stead second. Motion Failed.
   **Second Motion:** Commissioner Gillespie moved. Commissioner Bratnober second. Motion Failed.
   **Third Motion:** Commissioner Gillespie moved. Commissioner Ansotegui second. Motion Failed.
   **Fourth Motion:** Commissioner Gillespie moved to withdraw previous motions. Commissioner Schafer second. Motion Passed.
   **Fifth Motion:** Commissioner Stead moved. Commissioner Gillespie second. Motion Failed.
   **Sixth Motion:** Commissioner Bratnober moved. No second. Motion Failed.
   **Seventh Motion:** Commissioner Gillespie moved. Commissioner Schafer second. Motion Failed.
   **Eight Motion:** Commissioner Stead moved to approve. Madam Chair Stevens second. Motion Passed.
   **MAJORITY APPROVAL, MOTION CARRIED.**
2. **CAR19-00026 & ZOA19-00007 / Boise City Planning and Development Services**

Amendment to Chapter 11-05 (Overlay and Specific Plan Districts) of the development code to establish a South Boise Neighborhood Overlay District. The amendment includes limitations for duplexes and off-site parking lots. A rezone applying these standards to approximately 510 acres, generally bounded by Beacon Street, Division Avenue, Ivywild Street, Federal Way, Protest Road, and Capitol Boulevard is included. Cody Riddle

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<th>APPROVED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Jim Bratnober, Commissioner</td>
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<tr>
<td>SECONDER:</td>
<td>Milt Gillespie, Commissioner</td>
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<tr>
<td>AYES:</td>
<td>Ansotegui, Stevens, Gillespie, Finfrock, Bratnober, Zuckerman, Stead, Schafer</td>
</tr>
<tr>
<td>First Motion:</td>
<td>Commissioner Finfrock moved. Commissioner Gillespie second. Motion Failed.</td>
</tr>
<tr>
<td>Second Motion:</td>
<td>Commissioner Bratnober moved. Commissioner Gillespie second. Motion Passed.</td>
</tr>
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</table>

4. **CAR19-00027 / Hawkins Companies**

431 S 11th St

Rezone of 2.383 acres from R-ODD (Residential Office with Downtown Design Review) to C-5DD (Central Business with Downtown Design Review). Karla Nelson

<table>
<thead>
<tr>
<th>RESULT:</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Bob Schafer</td>
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<td>SECONDER:</td>
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V. **ADJOURNMENT**
Summary
Modification to a previously approved conditional use permit for a planned residential development comprised of 3 attached townhomes on 0.22 acres located at 2711 W Woodlawn Ave in an R-2 (Medium Density Residential) zone. Also included are Preliminary and Final Plats for a residential subdivision comprised of 3 buildable lots.

Prepared By
Kevin Holmes, Associate Planner

Recommendation
Approval with conditions

Reason for the Decision
Planned Unit Development
The projects complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The three townhomes are compatible with the surrounding neighborhood and the site is large enough to accommodate the use with the requested waivers for reducing internal setbacks and lot sizes and width. Correspondence received from commenting agencies confirm the use will not place an undue burden on the transportation system or other services in the vicinity. The development will not adversely affect other property in the vicinity as it meets the density, height, and parking requirements of the zone. The development is in compliance with the Comprehensive Plan as it is within close proximity to a designated Neighborhood Activity Center at 27th Street and Stewart Ave and constitutes infill development which reduces vehicle miles traveled and avoids costly extensions of infrastructure (Goal NE-CCN 1.3 & Goal CC1.1). The garages are located on the side which minimizes the placement of garage façades along the street (Principle IDP-N.7). The site is located in the West End which is comprised of a mix of uses including office, retail, and residential densities that include single- and multi-family. This proposal will continue to add diversity of housing options in the area (Principle GDP-N.3). Infill development and increased density is encouraged due to the nearby amenities such as Esther Simplot Park, the State Street Corridor, and Downtown Boise. There are also numerous transit stops nearby along the State Street Corridor and the Main Street-Fairview Ave Corridor.

Subdivision
As further detailed in the project report, the project complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary and final plat are consistent with the Development Code and the Comprehensive Plan.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
PRELIMINARY PLAT OF WOODLAWN TOWNHOMES SUBDIVISION

A PORTION OF LOT 61, AMENDED PLAT OF HESTER A. DAVIS ADDITION, Lying in the NW 1/4, SECTION 4, T.R.N., R.2E., B.5, BOISE, ADA COUNTY, IDAHO

2019

LEGAL DESCRIPTION:

WOODLAWN TOWNHOMES SUBDIVISION

NOTES:
1. ALL STORM DRAINAGE TO BE RETAINED ON SITE.
2. STREET IMPROVEMENTS TO BE BUILT TO A.C.W.O. STANDARDS.
3. ZERO LOT LINES ARE PROPOSED BETWEEN LOTS 1 AND 2, LOTS 2 AND 3 OF BLOCK C.

LEGEND-EXISTING
- BLEEDING LINE
- CABLE LINES
- CABLE LINES (TERMINAL)
- CONTROL LINES
- ELEVATION POINT LINES
- WATERSHED BOUNDARY LINES
- WATER LINES
- CURB AND GUTTER LINES
- CURB AND GUTTER LINES
- CURB AND GUTTER LINES
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- CURB AND GUTTER LINES
- CURB AND GUTTER LINES
- CURB AND GUTTER LINES
- CURB AND GUTT
Current condition of back portion of property (viewing west)  

Current condition of back portion of the property (viewing east)
Driveway from North

Driveway from NW, with view of neighbor
South side of home w/view of west neighbors

South and east view of home
This letter of intent is related to the application for a planned unit development and subdivision for the property at 2271 W Woodlawn Ave. in Boise. For clarity purposes, this letter is broken into distinct focused areas.

A. **Description of Change to Premises:** Currently, this property is the location of a single family residence of approximately 900 square feet. Our plan is to relocate or demolish the existing single family dwelling in order to repurpose the lot for three attached townhouses. The units will be justified from front to back of the lot with a shared driveway on the west side of the lot accessing all three units. Unit A is currently designed to be 2,121 square feet, Unit B is currently designed to be 2,198 square feet, and Unit C is currently designed to be 2,077 square feet, bringing the total for the entire project to 6,396 square feet. Each unit will also include its own 2-car garage.

B. **Size of the Area Location:** The subject property is .220 acres. The home is currently a single story unit, though that home will either be relocated or demolished.

C. **Description of the Proposed Use:** The proposed use of the property will be to add three rental properties to the existing neighborhood, adding to what is already a blossoming part of downtown Boise.

D. **Character of Development:** Boise has been booming over the last decade, and particularly the past six years. The area near this property has witnessed significant changes with Esther Simplot Park, Whitewater Boulevard, and the Whitewater Park all being added in recent years, as well as a proposed community center on 27th, and Whittier Elementary being rebuilt. People have been drawn to this part of the city, and this plan is focused on finding a tasteful and comfortable way to increase the density of the popular neighborhood, while also adding appeal that comes with contemporary buildings.

End of Document
Property Information

Address
Street Number: 2711
Prefix: W
Street Name: WOODLAWN AVE
Unit #: 
Subdivision name: OF LOT 61
Block: 0
Lot: 0
Section: E4
Township: 3
Range: 2
Zoning: R-2
Parcel Number: R1756000400
Additional Parcel Numbers: 

Primary Contact
Who is responsible for receiving e-mail, uploading files and communicating with Boise City?
- Agent/Representative
- Applicant
- Owner

Applicant Information
First Name: Tyler
Last Name: Targue
Company: 
Address: 3675 N. La Mesita Way
City: Boise
State: ID
Zip: 83702
E-mail: ttargue@gmail.com
Phone Number: (208) 869-1939
Cell: 
Fax:

Agent/Representative Information
Role Type: 
- Architect
- Land Developer
- Engineer
- Contractor
- Other
First Name: 
Last Name: 
Company: 
Address: 
City: 
State: 
Zip: 
E-mail: 
Phone Number: 
Cell: 
Fax:

Owner Information
Same as Applicant? No Yes (If yes, leave this section blank)
First Name: 
Last Name: 
Company: 
Address: 
City: 
State: ID
Zip: 
E-mail: 
Phone Number: 
Cell: 
Fax:
1. Neighborhood Meeting Held (Date):
   10/17/2019

2. Neighborhood Association:
   West End

3. Comprehensive Planning Area:
   Unknown

4. This application is a request to construct, add or change the use of the property as follows:
   Our plan is to remove/move the existing single family dwelling in order to build three connected townhouses.

5. Size of Property:
   - Acres
   - Square Feet

6. Water Issues:
   A. What are your fire flow requirements? (See International Fire Code):

6. Water Issues:
   B. Number of hydrants (show location on site plan):
   Note: Any new hydrants/hydrant piping require Suez Water approval.
   Number of Existing: 0
   Number of Proposed: 0

   C. Is the building "sprinklered"?
      Yes  No

   D. What volume of water is available? (Contact SUEZ (208) 352-7354):
      2000 gpm

7. Existing uses and structures on the property as follows:
   A 892 square foot single-family dwelling

8. Are there any hazards on the property?
   (Such as canals, hazardous material spills, soil or water contamination.) If so, describe them and give their locations:
   None

9. Adjacent property information:
<table>
<thead>
<tr>
<th>Building types and/or uses</th>
<th>Number of Stories</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: Duplex and office</td>
<td>2</td>
<td>(R-2) Combined Residential</td>
</tr>
<tr>
<td>South: Duplex</td>
<td>2</td>
<td>(R-2) Combined Residential</td>
</tr>
<tr>
<td>East: Office</td>
<td>2</td>
<td>(N-O) Neighborhood Office</td>
</tr>
<tr>
<td>West: Single family dw</td>
<td>1</td>
<td>(R-2) Combined Residential</td>
</tr>
</tbody>
</table>
10. Non-Residential Structures:

A. Number of **Proposed** non-residential structures: 0

Square footage of proposed non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td></td>
</tr>
<tr>
<td>2nd Floor</td>
<td></td>
</tr>
<tr>
<td>3rd Floor</td>
<td></td>
</tr>
<tr>
<td>4th Floor</td>
<td></td>
</tr>
</tbody>
</table>

B. Maximum Proposed Height:

C. Number of stories:

D. Number of **EXISTING** non-residential structures to remain: 0

Square footage of existing non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td></td>
</tr>
<tr>
<td>2nd Floor</td>
<td></td>
</tr>
<tr>
<td>3rd Floor</td>
<td></td>
</tr>
<tr>
<td>4th Floor</td>
<td></td>
</tr>
</tbody>
</table>

E. Existing Structure Height(s):

F. Number of Stories:

11. Residential Structures:

A. Number of **Proposed** residential units (if applicable): 3

B. Size of Proposed residential structures (if applicable):

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Square Foot per Unit</th>
<th>Total Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Bedroom:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two-Bedroom:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three-Bedroom:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Number:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Number of **Existing** units to remain: 0

D. Maximum Proposed Structure Height(s): 28

E. Number of Stories: 2
A. Percentage of site devoted to building coverage: 45
B. Percentage of site devoted to landscaping: 25
C. Percentage of site devoted to paving: 30
D. Percentage of site devoted to other uses: 0
E. Describe other use: None

13. Loading Facilities, if proposed (For Commercial uses only):

<table>
<thead>
<tr>
<th>Number</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>Screening</td>
</tr>
</tbody>
</table>

14. Parking:

<table>
<thead>
<tr>
<th>A. Handicapped Spaces:</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Parking Spaces:</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Bicycle Spaces:</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. Proposed Compact Spaces:</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

E. Restricted (assigned, garage, reserved spaces) parking spaces proposed: 6

F. Are you proposing off-site parking? Yes No
   If yes, how many spaces?

G. Are you requesting shared parking or a parking reduction?
   Yes No
   If yes, how many spaces?

**Note:** If you are requesting shared parking or a parking reduction, you must submit a survey of persons using and working on the premises and any additional information demonstrating that use by the regular employees and visitors to the premises will require fewer off-street parking spaces than required by the Zoning Ordinance.

15. Setbacks (Plans that are not graphically dimensioned will not be accepted.)

<table>
<thead>
<tr>
<th>Building</th>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Rear</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Side 1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Side 2</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

| Parking Pro | Proposed | Required |

16. Waivers Requested:

A. Lot size: Yes No Description:

B. Internal Setbacks: Yes No Description:

C. Frontage: Yes No Description:

Packet Pg. 228
18. Amenities:
   Number: 3
   Description: A residential planned development under one acres in size is required to provide 100 square feet of open space per unit. The proposal exceeds this requirement.

19. Density:
   Allowed Density: 3.2978
   Proposed Density: 3

20. Building Exterior:
<table>
<thead>
<tr>
<th>Materials</th>
<th>Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof:</td>
<td>Metal</td>
</tr>
<tr>
<td>Walls:</td>
<td>Mixed-see elevations</td>
</tr>
<tr>
<td>Windows/Doors:</td>
<td>Vinal</td>
</tr>
<tr>
<td>Fascia, Trim etc.:</td>
<td>Hardi</td>
</tr>
</tbody>
</table>

   swale

22. Floodways & Hillsides:
   A. Is any portion of this property located in a Floodway or a 100-year Floodplain? □ Yes □ No
   B. Does any portion of this parcel have slopes in excess of 15%? □ Yes □ No

   Note: If the answer to either of the above is yes, you will be required to submit an additional Floodplain and/or Hillside application and additional fee. You must submit the additional required application(s) for review at the same time as this request.

23. Airport Influence Area:
   Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)
   □ No □ Area A □ Area B □ Area B1 □ Area C
A. PUBLIC Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) will be generally required by the Ada County Highway District, if the proposed development contains no more than 100 dwelling units (includes hotels and motels as well as private dwelling units), more than 30,000 square feet of commercial use, or more than 50,000 square feet of industrial or institutional use, or has associated it with special circumstances deemed by ACHD to warrant an impact study. A copy of this study must be submitted with this application.

Is a Traffic Impact Study required?
☐ Yes  ☐ No

B. PRIVATE Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) prepared by a traffic engineer will be required by Public Works and Planning & Development Services for the interior roadway and parking system. This requirement may be waived when it can be shown by the applicant that no section of on-site roadway will exceed 240 vehicle trips per day.

Is a Traffic Impact Study required?
☐ Yes  ☐ No

Are you proposing public street connection to adjacent properties?
☐ Yes  ☐ No

25. Solid Waste:

A. Type of trash receptacles:
☐ Individual Can/Residential ☐ 3 Yd Dumpster ☐ 6 Yd Dumpster ☐ 8 Yd Dumpster ☐ Compactor

B. Number of trash receptacles:
3

C. Proposed screening method:
Garage-stored cans will be taken to the street on trash days

D. Is the proposed location accessible for collection? (Contact Boise Public Works at 384-3901.)
☐ Yes  ☐ No

E. Is recycling proposed?
☐ Yes  ☐ No

Verification of Legal Lot or Parcel Status

Acceptance of this application does not validate the legal status of any lot or parcel. Prior to submitting for a Building Permit you must have a Verification of Legal Parcel Status form signed by the Boise City Subdivision Department. It is the applicant’s responsibility to provide deeds and/or other documentation to the Subdivision Department. See Verification of Legal Lot or Parcel Worksheet for submittal requirements.

The undersigned declares that the above provided information is true and accurate. The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature: ________________________________
Date: ________________________________
Planning Division Project Report

File Number: PUD19-00037 & SUB19-00069
Applicant: Tyler Targee
Property Address: 2711 W Woodlawn Ave

Public Hearing Date: January 13, 2020
Heard by: Planning and Zoning Commission

Analyst: Kevin Holmes, Associate Planner
Reviewed By: Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: October 17, 2019
Radius notices mailed to properties within 300 feet on: December 27, 2019
Newspaper notification published on: December 28, 2019
Applicant posted notice on site on: December 29, 2019

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Exhibits
Agency Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
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<tbody>
<tr>
<td><strong>Property Owner</strong></td>
</tr>
<tr>
<td><strong>Location of Property</strong></td>
</tr>
<tr>
<td><strong>Size of Property</strong></td>
</tr>
<tr>
<td><strong>Zoning</strong></td>
</tr>
<tr>
<td><strong>Land Use Designation</strong></td>
</tr>
<tr>
<td><strong>Planning Area</strong></td>
</tr>
<tr>
<td><strong>Neighborhood Assoc./Contact</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Procedure</th>
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<tbody>
<tr>
<td>The Planning and Zoning Commission renders a final decision on the conditional use permit and makes a recommendation to the City Council on the subdivision.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Land Use</th>
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<tbody>
<tr>
<td>892 square-foot single-family home</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Applicant's Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modification to a previously approved conditional use permit for a planned residential development comprised of 3 attached townhomes. Also included are Preliminary and Final Plats for a residential subdivision comprised of 3 buildable lots.</td>
</tr>
</tbody>
</table>

2. Land Use

<table>
<thead>
<tr>
<th>Description and Character of Surrounding Area</th>
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<tbody>
<tr>
<td>The property is located in the West End which has a mix of office, retail, and single and multi-family residential uses. It is one parcel to the west of 27th Street, an arterial roadway. There are nearby amenities such as Esther Simplot Park (¼ mile), the State Street Corridor (less than ½ mile), and Downtown Boise (1½ miles).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adjacent Land Uses and Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>North</strong></td>
</tr>
<tr>
<td><strong>South</strong></td>
</tr>
<tr>
<td><strong>East</strong></td>
</tr>
<tr>
<td><strong>West</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>History of Previous Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUD18-00007</td>
</tr>
</tbody>
</table>
3. Project Proposal

Structure(s) Design

<table>
<thead>
<tr>
<th>Number and Proposed Use of Buildings</th>
<th>3 attached single-family homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories / Maximum Building Height</td>
<td>2 Story / Under 35 feet in height</td>
</tr>
<tr>
<td>PUD Required Open Space</td>
<td>Over 100 square feet of open space is provided for each dwelling unit</td>
</tr>
</tbody>
</table>

Density
At 0.22 acres in size, the property allows a maximum of three units. The proposal of three attached single-family homes does not exceed the density allowed on site.

Parking
Each new single-family home will provide the required two off-street parking spaces via enclosed two-car garages.

Setbacks
All perimeter setbacks of the PUD are being met or exceeded.

<table>
<thead>
<tr>
<th>Yard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front (west)</td>
<td>15’</td>
<td>25’</td>
</tr>
<tr>
<td>Street Side (north)</td>
<td>15’</td>
<td>15’</td>
</tr>
<tr>
<td>Side (east)</td>
<td>5’</td>
<td>5’</td>
</tr>
<tr>
<td>Rear (south)</td>
<td>15’</td>
<td>15’</td>
</tr>
</tbody>
</table>

Waivers Requested
Through the Planned Unit Development process, some of the dimensional standards of the R-2 zone can be changed.

<table>
<thead>
<tr>
<th>Item</th>
<th>Required</th>
<th>Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Area</td>
<td>5,000 sq ft (interior)</td>
<td>2,504 sq ft (corner)</td>
</tr>
<tr>
<td>Lot Width</td>
<td>50 ft</td>
<td>34 ft</td>
</tr>
<tr>
<td>Internal Side Yard</td>
<td>5 ft</td>
<td>0 ft</td>
</tr>
</tbody>
</table>

Amenities
Planned unit developments over one acre in size are required to provide two amenities. This property is 0.22 acres in size and therefore does not require any amenities.
6. Transportation Data

The Ada County Highway District (ACHD) reviewed the application and has recommended approval with no additional conditions. The development is estimated to generate 13 additional vehicle trips per day based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>27th St</td>
<td>0-feet</td>
<td>Minor Arterial</td>
<td>534</td>
<td>Better than “D”*</td>
</tr>
<tr>
<td>Woodlawn Ave</td>
<td>75-feet</td>
<td>Local</td>
<td>N/A</td>
<td>N/A**</td>
</tr>
</tbody>
</table>

*Acceptable level of service for a three-lane minor arterial is “D” (720 VPH)

**Local streets do not have acceptable level of service standards
7. Analysis

The applicant requests a modification to a previously approved conditional use permit for a planned residential development comprised of 3 attached townhomes on 0.22 acres located at 2711 W Woodlawn Ave in an R-2 (Medium Density Residential) zone. Also included are Preliminary and Final Plats for a residential subdivision comprised of 3 buildable lots. The site is bordered by duplexes, offices, and single-family homes.

**Planned Unit Development**

The proposal includes replacing the existing 892 square-foot home with the construction of three new single-family attached homes ranging in size from 2,077 square feet to 2,121 square feet, each with a two-car garage. The original approval (PUD18-00007) was for a triplex with units ranging from 1,757 square feet to 1,857 square feet, with one-car garages. The architectural character and general layout of the new proposal is consistent with the existing approval.

Site access will be provided by way of a 20-foot-wide common drive along the western edge of the site. Each proposed home includes a two-car garage which satisfies off-street parking requirements for single-family homes. Curb, gutter, and a 5-foot attached sidewalk already exist along Woodlawn Ave abutting the site. The site is large enough to accommodate the 3 attached single-family homes on the property, which is within the allowed density of the R-2 zone (14.5 dwelling units/acre).

The planned unit development is requesting waivers to the dimensional standards and has proposed reduced interior setbacks to 0 feet in order to attach the 3 homes. It also
includes reduced lot sizes of approximately 2,504 square feet minimum and reduced lot widths of 34 feet rather than the required 5,000 square feet and 50-foot lot widths in the R-2 zone. The Planning Team is in support of these requests as they are interior to the development and create more useable building envelopes, without adversely impacting the adjacent properties. Perimeter setbacks are similar to neighboring properties and thus comply with the setback requirements of a PUD. The development is under one acre in size, removing the requirement for amenities. However, each single-family home will have private balconies exceeding the 100 square feet of open space requirement.

Tree Mitigation
The submitted landscape plan does not include a tree mitigation plan. Any healthy desirable trees with a four-inch caliper or greater that are removed are required to be replaced with an equal replacement of total caliper inches lost. An included condition of approval is that a tree mitigation plan shall be included in an updated landscape plan and shall be submitted prior to the review of any building permits.

Summary
With the recommended conditions of approval, the proposed development will be compatible with the area and meets or exceeds the perimeter setback requirements.

8. Approval Criteria

Planned Unit Development (11-03-04.07(C7))

i. The location is compatible to other uses in the general neighborhood;

The proposed development will be compatible to the other uses in the neighborhood. The site is located in the West End which is comprised of a mix of uses including office, retail and residential densities that include single- and multi-family. This will continue to add diversity of housing options in the area without creating compatibility issues. The site is located less than a block from 27th Street, which is identified as an arterial roadway. Infill development and increased density is encouraged due to the nearby amenities such as Esther Simplot Park (¼ mile), the State Street Corridor (less than a ½ mile) and Downtown Boise (1½ miles). There are
also numerous transit stops less than a ½ mile away along the State Street Corridor and the Main Street-Fairview Ave Corridor.

ii. The proposed use will not place an undue burden on transportation and other public facilities in the vicinity;

Comments received from public agencies confirm the proposed use will not place an undue burden on the transportation system or other services in the vicinity. ACHD has approved the project with no additional conditions. The Boise City Public Works and Building Departments provided standard comments which have been added as recommended conditions of approval.

iii. The site is large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by this Code;

The site is large enough to accommodate the proposed use. Perimeter setbacks are met and are similar to those of neighboring properties. Each home is provided with more than the minimum required 100 square feet of open space with private outdoor balconies. The required parking of two spaces per dwelling is provided on site via individual garages. Landscaping and underground irrigation is provided around the perimeter of the site and along the streetscape. A tree mitigation plan will be provided as a condition of approval.

iv. The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;

The proposed development will not adversely affect other property in the vicinity, as the homes are 8 feet under the 35-foot height requirements of the R-2 zone and match or exceed all like-yards perimeter setbacks of the adjacent properties. The property to the east contains a two-story building of a similar height and the closest one-story residential building is over 40 feet away and buffered by drive aisles and landscaping. The included elevations also propose limited windows on the second floor facing to the east and landscaping around the perimeter of the development to further mitigate potential adverse effects.

v. The proposed use is in compliance with the Comprehensive Plan.

The development is in compliance with the Comprehensive Plan as it is within close proximity to a designated Neighborhood Activity Center at 27th Street and Stewart Ave and constitutes infill development which reduces vehicle miles traveled and avoids costly extensions of infrastructure (Goal NE-CCN 1.3 & Goal CC1.1). Also, the garages are located on the side which minimizes the placement of garage façades along the street (Principle IDP-N.7). The site is located in the West End which is comprised of a mix of uses including office, retail, and residential densities that include single- and multi-family. This proposal will continue to add diversity of housing
options in the area (Principle GDP-N.3). Infill development and increased density is encouraged due to the nearby amenities such as Esther Simplot Park (¼ mile), the State Street Corridor (less than a ½ mile) and Downtown Boise (1½ miles). Additionally, this area of the City is identified as “Significant New Development/Redevelopment Anticipated” on the Areas of Stability and Change Map in Blueprint Boise. Within this identified area, redevelopment of underutilized parcels is supported.

9. Recommended Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received November 26, 2019, except as expressly modified the following conditions:

2. Submit a tree mitigation plan prior to the review of any building permits. Coordinate with the City Forestry Unit on specific mitigation criteria.

Agency Requirements

3. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Ada County Highway District (December 4, 2019);
   b. Central District Health Department (December 5, 2019).

4. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   a. Drainage (December 10, 2019);
   b. Sewer (December 2, 2019 and November 20, 2019);
   c. Sewer Irrigation (December 2, 2019);
   d. Solid Waste (December 2, 2019); and
   e. Street Lights (December 3, 2019).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

5. The applicant shall comply with all requirements of the Boise Fire Department. For additional information, contact Ron Johnson at 208-570-6500.
6. The applicant shall comply with all requirements of the Boise City Building Department comments received December 6, 2019.

**Subdivision:**

7. The following notes shall be placed on the face of the Final Plat stating:

   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD19-00037 and SUB19-00069.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00037, at the time of issuance of individual building permits.

   c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder's Office.

8. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder's Office.

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
   f. Certificate of the Boise City Clerk,
   g. Certificate of the Ada County Surveyor, and
   h. Signature of the Ada County Treasurer.

9. The name, **Woodlawn Townhomes Subdivision**, will be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur, the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

10. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).
11. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

12. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."

   Contact: Dan Frasier, Postmaster
   770 S. 13th St.
   Boise, ID 83708-0001
   Phone No. (208) 433-4301
   Fax No. (208) 433-4400

13. A letter from the appropriate school district is required stating, “The Developer has made arrangements to comply with all requirements of the School District.”

14. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied, OR
   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

15. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

16. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements of the Boise City Code, is to be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

17. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.
18. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:
   
a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District.

19. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

   c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.

20. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-04.1. If a Non-Building Agreement is approved by Boise City Fire Department, no building permits shall be submitted until a “Satisfaction of Non-Building Agreement” is recorded.

21. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.

**Standard Conditions of Approval**

22. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.
23. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

24. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

25. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.

26. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

27. In compliance with the Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling 208-608-7700. Species shall be selected from the Boise City Tree Selection Guide.

28. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

29. Utility services shall be installed underground.

30. Any outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) footcandles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

31. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or an authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

32. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety
acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

33. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

34. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.

35. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

36. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

37. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.

38. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
December 4, 2019

To: Tyler Targee
   3675 N. La Mesita Way
   Boise, ID 83702

Subject: BPP19-0028/SUB19-00069, PUD19-00037
         2711 W. Woodlawn Ave.
         Preliminary and Final Plat 3-lot subdivision for townhomes

The Ada County Highway District has reviewed the submitted application for the preliminary plat referenced above and has determined that there are no improvements required to the adjacent street(s). The proposed preliminary plat is approved without conditions.

The applicant will be required to pay all platting and review fees prior to final plat approval.

The applicant shall be required to:

1. Pay a traffic impact fee. If applicable, a traffic impact fee may be assessed by ACHD and will be due prior to the issuance of a building permit by the lead agency. This is a separate review process and it is the applicant’s responsibility to submit plans directly to ACHD.
2. Comply with all ACHD Policies and ACHD Standard Conditions of Approval for any improvements or work in the right-of-way.
3. Obtain a permit for any work in the right-of-way prior to the construction, repair, or installation of any roadway improvements (curb, gutter, sidewalk, pavement widening, driveways, culverts, etc.).

If you have any questions, please contact me at (208) 387-6293.

Sincerely,

Paige Bankhead
Planner II
Development Services

cc: City of Boise
   Rep
Traffic Information

This development is estimated to generate 13 additional vehicle trips per day (10 existing); and 1 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Condition of Area Roadways:
Traffic Count is based on Vehicles per hour (VPH)

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>27th Street</td>
<td>0-feet</td>
<td>Minor Arterial</td>
<td>534</td>
<td>Better than “D”</td>
</tr>
<tr>
<td>Woodlawn Avenue</td>
<td>75-feet</td>
<td>Local</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Acceptable level of service for a three-lane minor arterial is “D” (720 VPH)

Average Daily Traffic Count (VDT):
Average daily traffic counts are based on ACHD’s most current traffic counts

- The average daily traffic count for 27th Avenue north of Pleasanton Avenue was 9,999 on 09/11/19.
- The are no current traffic counts for Woodlawn Avenue.
CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Rezone # SUB19-00069
Conditional Use #
Preliminary / Final / Short Plat
Woodlawn Townhomes

☐ 1. We have No Objections to this Proposal.
☐ 2. We recommend Denial of this Proposal.
☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
   ☐ high seasonal ground water
   ☐ bedrock from original grade
   ☐ waste flow characteristics
   ☐ other ________________________________

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☐ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
   ☐ central sewage
   ☐ interim sewage
   ☐ individual sewage
   ☐ community sewage system
   ☐ central water
   ☐ individual water

☐ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
   ☐ central sewage
   ☐ sewage dry lines
   ☐ community sewage system
   ☐ central water

☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 12. We will require plans be submitted for a plan review for any:
   ☐ food establishment
   ☐ beverage establishment
   ☐ swimming pools or spas
   ☐ grocery store
   ☐ child care center

☐ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

☐ 14. ____________________________________________

Reviewed By: ____________________________
Date: 12/5/19
December 6, 2019

PDS Building Department Plan Review:

The subdivision Preliminary/Final plat SUB19-00069 has been reviewed and existing structures on the property appear to be in non-compliance with proper required distance from the proposed property lines, thus a demolition permit or a permit to move structures must be applied for prior to any signoff from the building plan review division.

Jenny Nelson
Plans Examiner I
Planning and Development Services
Office: (208)608-7109
jjnelson@cityofboise.org

Making Boise the most livable city in the country.
To: Planning and Development Services

From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department

Subject: SUB19-00069; 2711 W Woodlawn Ave.; Sewer Irrigation Sub Comments

1. **STANDARD IRRIGATION CONDITIONS**

   a. Comply with B.C.C. 11-09-04.11 concerning pressure irrigation requirements prior to signing of the final plat by the Boise City Engineer.
      1. The owner, person, firm or corporation filing the subdivision plat shall provide a pressurized irrigation system. The system must conform to the minimum design standards and specifications of Boise City, or of the entity that will operate and maintain the system, if that entity has published standards; or
      2. The owner, person, firm or corporation filing the subdivision plat shall provide written documentation that a valid waiver of the requirement to provide a pressure irrigation system and that Idaho Code 31-3805(1)(a) regarding transfer of water rights, has been complied with.

   b. Prior to either commencing construction or signing of the final plat by the Boise City Engineer, developer shall:
      1. Submit for approval by the Department of Public Works, construction plans and specifications for the pressurized system, stamped by a registered engineer.
      2. Provide written assurance that provisions have been made for ownership, operation, and maintenance of the system.
      3. Delineate all necessary irrigation easements on the final plat (B.C.C. 11-09-03.6).

   c. Developer shall provide for an independent inspection of the installation of irrigation facilities and written certification by the design or project engineer that the system was installed according to the approved plans. In addition, the Department of Public Works must be present for the system pressure test and participate in a final inspection.

   d. Developer may construct prior to final platting or bond in the amount of 110% of the estimated construction costs based on the approved plans.
2. STANDARD SEWER CONDITIONS

City Subdivision Conditions

a. Wetline sewers are required (B.C.C. 11-09-04.4., Required Improvements; Sanitary Sewer).
   1. Plans shall be submitted to and approved by the Boise City Department of Public Works prior to commencing with construction. Developer and/or owner may either construct improvements prior to final platting or execute a performance agreement and provide surety in the amount of 110% of the estimated costs. The developer and/or owner shall coordinate with the Department of Public Works for construction inspection prior to and during construction. Unless otherwise approved by the Public Works Department, all sewer construction shall be completed and accepted within 90 days of plat recordation, or within 30 days of issuance of the first building permit within the subdivision, whichever comes first.

   NOTE: All bonding shall conform to Boise City Code 1-19, Surety Bonds.

2. Developer and/or owner shall pay the current sewer inspection fees for the proposed subdivision prior to signing of the final plat by the Boise City Engineer.

3. Developer and/or owner shall be responsible for repairs of any failures that occur within one (1) year of the project acceptance by the appropriate sewer entity (Boise City Code 11-09-04.2F, Subdivision Standards; Required Improvements).

b. Developer and/or owner shall delineate all necessary Boise City sanitary sewer easements on the final plat prior to signing of the final plat by the Boise City Engineer (Boise City Code 11-09-03.6A, Subdivision Design Standards; Easements).

c. Developer and/or owner shall make payment, 8” equivalent cost reimbursement, and comply with Boise City Code 8-11, Sewer Ordinance, on that portion of existing sewer line within the proposed subdivision prior to signing of the final plat by the Boise City Engineer. Contact the Department of Public Works for specific costs.

d. Unless previously paid, developer and/or owner shall pay a connection fee and physically connect to sewer the existing building on Lot(s) 1______, Block 1____ prior to signing of the final plat by the Boise City Engineer or post bond/agreement for 110% of the cost to connect.

   NOTE: All bonding shall conform to B.C.C. 11-09-04.2., Required Improvements; Filing of Plans and Bonding Surety, which specifies that the improvements to be made shall be done in a time period not to exceed one year from the date of approval of the final plat.

e. Developer and/or owner shall comply with all provisions of the Boise City “Sewer Tap” Ordinances.
1. Developer and/or owner may either construct prior to final platting or post bond/agreement in the amount of 110% of the estimated costs. Please contact the Public Works Department for specifications and inspections during construction.

**NOTE:** All bonding shall conform to B.C.C. 11-09-04.2., *Required Improvements; Filing of Plans and Bonding Surety*, which specifies that the improvements to be made shall be done in a time period not to exceed one year from the date of approval of the final plat.
To: Planning and Development Services
From: Tom Marshall, Street Light Program Technician
Public Works Engineering
Subject: Street Light Comments
PUD19-00037: 2711 W Woodlawn Ave.

No comment.
If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.

Tom Marshall
Street Light Program Technician
Public Works Engineering
Office: (208)608-7526
tmarshall@cityofboise.org

Making Boise the most livable city in the country.

I:\PWA\Subjects\Review Comments\CUs\CU Streetlight comment template 2019_with letterhead_Cloverdale Rd.
City of Boise Solid Waste staff has reviewed the application for this project and has the following comment(s):

Tenants in these units must take their solid waste carts to the intersection of W. Woodlawn Ave for collection, or pay for carry out or premium carry out service.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
To: Planning and Development Services

From: Melissa Jannusch, E.I.T., Associate Engineer
Public Works Engineering

Subject: SUB 19-00069; Woodlawn Subdivision
2711 W Woodlawn Ave
Grading & Drainage, Hillside, & Misc. Engineering Comments

1. STANDARD GRADING AND DRAINAGE CONDITIONS

1) Subdivision drainage shall be in accordance to B.C.C. 11-09-04-05. The developer shall submit a letter from the appropriate drainage entity approving the drainage system or accepting the drainage there from. A copy of the construction drawing(s) depicting all site drainage improvements shall be submitted with the letter.

   a. Developer may either construct improvement prior to final platting or post bond in the amount of 110% of the estimated construction costs. Estimated construction costs shall be provided by the developer’s engineer.

   b. For drainage facilities located outside of the public right-of-way, the developer shall dedicate a storm drainage easement. Said easement shall be labeled as either an Ada County Highway District storm drainage easement or a homeowners’ association storm drainage easement, depending on what entity will assume responsibility for the operation and maintenance of the storm drainage system.

   c. If the homeowners’ association is to be responsible for the operation and maintenance of the storm drainage facilities, the covenants, homeowners’ association by-laws or other similar deed restrictions shall be reviewed and approved by the Boise City Attorney.
2) If fills greater than one foot in depth are to be placed in subdivision lots inside of building envelopes, as defined by the applicable subdivision building setbacks, the Developer shall obtain a grading permit from the Boise City Building Department (Commercial Rough Grading Permit). Grading permit must be acquired prior to the start of construction or final plat signature by the Boise City Engineer, whichever comes first.

Special Conditions:

Special Conditions:

If you have any further questions, please contact Melissa Jannusch

Melissa Jannusch, E.I.T.
Associate Engineer
Hillside Coordinator
Public Works Engineering
208-608-7168
mjannusch@cityofboise.org

Making Boise the most livable city in the country.
TO: Mayor and City Council
FROM: Karen Gallagher, Transportation Planner
DATE: February 7, 2020
RE: Public Transportation Public Hearing

DESCRIPTION OF ISSUE:
The Mayor and City Council will hold a public hearing to receive input from the public on the city's funding of Valley Regional Transit's public transit system as well as the next priorities for the transit system. Valley Regional Transit will present an annual service update.

BACKGROUND:
In a Memorandum of Understanding approved last year between the City of Boise and Valley Regional Transit (VRT), the city committed to provide VRT with consistent funding and to hold an annual public hearing on this topic. The funding amount is a minimum of 5% of the city's property tax receipts. The city contribution to VRT for FY2021 would be approximately $8.7 million. The Mayor and City Council are asking people to attend the public hearing and let them know if 5% is adequate or if the council should consider increases to upgrade the existing network. VRT will give an update on the transit system's performance over the past year and the status of current plans and initiatives.

Additionally, the city is launching an on-line survey to gather input on where to invest next in the transit system. The improvement options include extending service to 9:30 PM on weekdays, adding service on Sundays on select routes, funding amenities at stops, and implementing strategies that help ensure on-time performance. Initially, the Mayor and City Council will use this feedback as they develop a budget for FY2021. It will also be used as Boise and VRT develop a five year work plan. A follow up work session will be held in March.

REQUESTED ACTION:
Information only.

ATTACHMENTS:
- Map of VRT Bus Routes in Boise
- Bus Routes in Boise: Hours and Frequency
- VRT Annual Service Update
VRT Bus Routes in Boise

Weekdays

Saturdays
### Bus Routes in Boise: Hours and Frequency

<table>
<thead>
<tr>
<th>Route</th>
<th>WEEKDAY Service Hours</th>
<th>SATURDAY Service Hours</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Harris Ranch/Park Center</td>
<td>30 60 90 120</td>
<td>30 60 90 120</td>
<td>Service Starting Mar 2020</td>
</tr>
<tr>
<td>2  Broadway</td>
<td>30 60 90 120</td>
<td>60</td>
<td>Service Starting Mar 2020</td>
</tr>
<tr>
<td>3  Vista</td>
<td>15 30 60 90 120</td>
<td>30 60 90 120</td>
<td></td>
</tr>
<tr>
<td>4  Roosevelt</td>
<td>30 60 90 120</td>
<td>30 60 90 120</td>
<td></td>
</tr>
<tr>
<td>5  Emerald</td>
<td>30 60 90 120</td>
<td>30 60 90 120</td>
<td></td>
</tr>
<tr>
<td>6  Orchard</td>
<td>30 60 90 120</td>
<td>30 60 90 120</td>
<td></td>
</tr>
<tr>
<td>7A Fairview/Outlook</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7B Fairview/Mall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8  Five Mile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8X Five Mile/Chinden Exp</td>
<td>30 60 90 120</td>
<td>30 60 90 120</td>
<td></td>
</tr>
<tr>
<td>9  State St</td>
<td>30 60 90 120</td>
<td>30 60 90 120</td>
<td></td>
</tr>
<tr>
<td>10 Hill</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Maple Grove</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 VA Hospital/Heide Park</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 Warm Springs Ave</td>
<td>30 60 90 120</td>
<td>30 60 90 120</td>
<td></td>
</tr>
<tr>
<td>28 Cole/Victory</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29 Overland</td>
<td>30 60 90 120</td>
<td>30 60 90 120</td>
<td></td>
</tr>
</tbody>
</table>
TOPIC: VRT Annual Service Update

DATE: February 11, 2020

Summary:
Valley Regional Transit partners with the City of Boise to implement transit services that move toward the goals outlined in Boise’s Transportation Action Plan (TAP), Valley Regional Transit’s ValleyConnect 2.0 plan and the region’s Communities in Motion 2040 2.0 plan.

This Memo provides a performance summary of the transit service provided in FY 2019 and other key transit initiatives. The highlights include;

- 2019 service change increased ridership: Immediate ridership growth on routes 2, 3, 9, 12 and 16. Routes 1, 10, and 28 are now starting to show ridership increases as well.
- 2019 service change improved on-time performance. After the January 2019 changes on-time performance jumped to above 75% and it stayed above 2018 performance each month for the rest of the year.
- VRT enhanced its reporting capabilities and passenger information with the installation of automatic passenger counters and automatic voice annunciators.
- VRT began its transition to all electric vehicles with its first battery bus procurement.

2019 Service Enhancements/Initiatives

- Service Enhancements/Changes
  - Consolidated routes 1 Parkcenter and 18 Harris Ranch to provide all day service to Harris Ranch.
  - Added 30 minute rush hour service and revised route 2 Broadway to serve the airport and extend coverage in Southeast Boise.
  - Added 15 minute rush hour service and extended evening service on the 3 Vista.
  - Revised route 4 Roosevelt to serve the airport.
  - Straightened out route 5 to provide more direct service to Towne Square Mall.
  - Consolidated 9 and 9X to provide more consistent 15 minute rush hour service.
  - Revised the 10 Hill Road to improve on time performance.
  - Changed the 11 Garden City route to run during the rush hour period rather than during the middle of the day.
  - Consolidated the 14 Hyde Park with the 16 VA Shuttle.
  - Added 30 minute rush hour service on route 17 Warm Springs.

- Bus Advertising
  - VRT now manages all the advertising on VRT vehicles in house, maintaining higher utilization of those assets.

- Automatic Passenger Counters (APC)
  - Installed APC units on more than 90% of our fixed route fleet to report on stop level rider activity

- Automatic Voice Annunciators (AVA)
  - Installed AVA units on all fixed route transit vehicles to help passengers (especially people with visual impairments) orient themselves and get where they are going.
• CityGo
  o Prepared for the launch of CityGo, a downtown focused Transportation Demand Management service which will coordinate access and ticketing for parking, transit service, bike share, and other mobility aids.
• Rides 2 Wellness
  o Expanded program into Canyon County.
• Fare Increase
  o Prepared for a fare increase which took place October 1, 2019.
• Valley Connect – Mobile ticketing application
  o Implemented Mobile Ticketing in May of 2019, making it easier for people to purchase transit passes.
• Supportive Housing Initiative Partnership (SHIP)
  o Expanded SHIP with AAA money.
• Bike Share
  o Completed RFP process for innovative bike share solution for downtown Boise.

Annual Performance Metrics

Ridership

Table 1 shows the total annual, average weekday and average Saturday boardings and percent change compared to fiscal year 2018.

The service changes in January of 2019 added significant amounts of service to routes 2 Broadway, 3 Vista, and the 9 and 9X State Street routes were also consolidated as were the 14 Hyde Park and 16 VA/Shuttle routes. All these routes saw overall ridership increases.

The 12 Maple Grove, which had a small restructure and much improved on-time performance also saw an increase in overall ridership.

Although no changes were made to the 7B Fairview/Towne Square Mall, it saw overall ridership growth as well.

Other routes that changed but still have room to increase ridership include routes 1 Harris Ranch, 4 Roosevelt, 10 Hill Road, 17 Warm Springs and the 28 Cole/Victory. Of these, only the 17 Warm Springs, which had the smallest ridership decline of all of them, had an increase in service. It typically takes a few years for a new route to “mature” and attract more riders. Since the start of FY 2020 routes 1 Parkcenter, 10 Hill Road, and 28 Cole/Victory are all up over where they were before the route changes.

VRT was also able to improve its planning in 2019 by installing Automatic Passenger Counters which report where riders get on and off the bus. This allows for stop level ridership evaluation along with many more sophisticated analysis like rider delay etc. Figure 1 shows the Average Daily Ridership by Stop for all stops in Ada County. This data is based on information collected between July and December of 2019.
Table 1: Comparison of FY 2018 to FY 2019 Boardings by Route (GFI Farebox data)

<table>
<thead>
<tr>
<th>Route</th>
<th>Annual Boardings</th>
<th>% Change</th>
<th>Average Weekday Boardings</th>
<th>% Change</th>
<th>Average Saturday Boardings</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1*</td>
<td>60,146</td>
<td>-17.7%</td>
<td>232</td>
<td>-17.4%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>2*</td>
<td>72,266</td>
<td>14.6%</td>
<td>243</td>
<td>15.7%</td>
<td>177</td>
<td>8.6%</td>
</tr>
<tr>
<td>3*</td>
<td>100,421</td>
<td>13.2%</td>
<td>363</td>
<td>17.1%</td>
<td>121</td>
<td>-21.9%</td>
</tr>
<tr>
<td>4*</td>
<td>42,897</td>
<td>-14.4%</td>
<td>166</td>
<td>-14.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>5*</td>
<td>90,420</td>
<td>-16.0%</td>
<td>319</td>
<td>-16.5%</td>
<td>152</td>
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<tr>
<td>6</td>
<td>66,273</td>
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<td>236</td>
<td>-13.6%</td>
<td>100</td>
<td>-21.3%</td>
</tr>
<tr>
<td>7A</td>
<td>60,984</td>
<td>-0.5%</td>
<td>213</td>
<td>0.5%</td>
<td>111</td>
<td>-7.5%</td>
</tr>
<tr>
<td>7B</td>
<td>89,970</td>
<td>5.0%</td>
<td>322</td>
<td>4.2%</td>
<td>128</td>
<td>24.3%</td>
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<tr>
<td>8</td>
<td>23,010</td>
<td>-19.6%</td>
<td>89</td>
<td>-19.1%</td>
<td>0</td>
<td>0.0%</td>
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<tr>
<td>8X</td>
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<tr>
<td>9*</td>
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<td>6.5%</td>
<td>724</td>
<td>6.9%</td>
<td>324</td>
<td>4.9%</td>
</tr>
<tr>
<td>9X**</td>
<td>5,166</td>
<td>-71.0%</td>
<td>62</td>
<td>-8.8%</td>
<td>0</td>
<td>0.0%</td>
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<tr>
<td>10*</td>
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<td>-7.1%</td>
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<td>-6.8%</td>
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<td>0.0%</td>
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<tr>
<td>10X**</td>
<td>1,054</td>
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<td>13</td>
<td>44.4%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>11*</td>
<td>5,971</td>
<td>-58.9%</td>
<td>23</td>
<td>-58.9%</td>
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<td>0.0%</td>
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<tr>
<td>12*</td>
<td>42,640</td>
<td>5.5%</td>
<td>165</td>
<td>6.5%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>14**</td>
<td>8,688</td>
<td>49.3%</td>
<td>96</td>
<td>65.5%</td>
<td>43</td>
<td>16.2%</td>
</tr>
<tr>
<td>16*</td>
<td>12,706</td>
<td>10.6%</td>
<td>49</td>
<td>11.4%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>17*</td>
<td>21,466</td>
<td>-0.8%</td>
<td>83</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>18**</td>
<td>2,170</td>
<td>-59.7%</td>
<td>26</td>
<td>23.8%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>28*</td>
<td>38,293</td>
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<td>148</td>
<td>-0.7%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>29</td>
<td>66,732</td>
<td>-12.7%</td>
<td>236</td>
<td>-12.3%</td>
<td>108</td>
<td>-13.6%</td>
</tr>
<tr>
<td>Total</td>
<td>1,080,941</td>
<td>-5.7%</td>
<td>3926</td>
<td>-5.4%</td>
<td>1235</td>
<td>-4.7%</td>
</tr>
</tbody>
</table>

* Routes revised in January of 2019
** Service discontinued in January of 2019

2019 service change increased ridership

Immediate ridership growth on routes 2 Broadway, 3 Vista, 9 State Street, 12 Maple Grove and 16 VA/Hyde Park as shown in 2019 ridership report above

Other routes are showing growth now. First quarter FY 2020 data shows the 1 Harris Ranch, 10 Hill Road, and 28 Cole/Victory all showing ridership increases over the first quarter of 2019.
Figure 1: Average Daily Ridership by Stop July 2019 – December 2019 (APC data)
On-Time Performance

Table 2 shows the on-time performance by route for calendar year 2018 compared to calendar year 2019. Compared to 2018, VRT has improved on-time performance on all routes except three. Overall on-time performance has improved almost 13% over 2018. The changes in January made a big impact in the improved performance.

Over the year, VRT’s on-time performance follows a predictable pattern with lower performance during the summer and fall months when construction activity is highest. Construction activity may have been a contributing factor to the decline in on-time performance of the 5 Emerald.

VRT will continue to monitor on time performance of individual routes and will be making minor route changes to the 1 Harris Ranch to address its poor performance and are reviewing the time points of all other routes. We will also work with ACHD to minimize construction impacts where possible.

<table>
<thead>
<tr>
<th>Route</th>
<th>2018</th>
<th>2019</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>50.1%</td>
<td>55.3%</td>
<td>10.4%</td>
</tr>
<tr>
<td>2</td>
<td>69.6%</td>
<td>75.3%</td>
<td>8.2%</td>
</tr>
<tr>
<td>3</td>
<td>59.5%</td>
<td>79.3%</td>
<td>33.2%</td>
</tr>
<tr>
<td>4</td>
<td>62.3%</td>
<td>65.7%</td>
<td>5.4%</td>
</tr>
<tr>
<td>5</td>
<td>72.1%</td>
<td>66.0%</td>
<td>-8.4%</td>
</tr>
<tr>
<td>6</td>
<td>49.2%</td>
<td>66.6%</td>
<td>35.3%</td>
</tr>
<tr>
<td>7A</td>
<td>31.5%</td>
<td>56.5%</td>
<td>79.7%</td>
</tr>
<tr>
<td>7B</td>
<td>67.0%</td>
<td>67.7%</td>
<td>1.0%</td>
</tr>
<tr>
<td>8</td>
<td>58.9%</td>
<td>70.8%</td>
<td>20.3%</td>
</tr>
<tr>
<td>8X</td>
<td>58.0%</td>
<td>69.8%</td>
<td>20.5%</td>
</tr>
<tr>
<td>9</td>
<td>69.1%</td>
<td>72.8%</td>
<td>5.4%</td>
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<tr>
<td>9X</td>
<td>70.5%</td>
<td>N/A</td>
<td>N/A</td>
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<td>10</td>
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<td>86.4%</td>
<td>27.4%</td>
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<td>81.8%</td>
<td>83.5%</td>
<td>2.1%</td>
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<td>54.5%</td>
<td>75.8%</td>
<td>39.0%</td>
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<td>14</td>
<td>87.5%</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>16</td>
<td>60.2%</td>
<td>71.6%</td>
<td>18.9%</td>
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<td>74.9%</td>
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<td>N/A</td>
</tr>
<tr>
<td>28</td>
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<td>74.1%</td>
<td>-10.7%</td>
</tr>
<tr>
<td>29</td>
<td>66.6%</td>
<td>72.9%</td>
<td>9.3%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>63.7</strong></td>
<td><strong>71.9</strong></td>
<td><strong>12.9%</strong></td>
</tr>
</tbody>
</table>

On-Time Definitions
- Early – More than 1 minute early
- Late – More than 5 minutes late
- On Time – 1 Minute early to 5 minutes late

2019 service change improved on-time performance

Immediately after the January 2019 changes on-time performance jumped to above 75%

Construction activities caused performance to decline over the summer

2019 on-time performance stayed above 2018 performance every month of the year.
In addition to overall on-time performance, the City of Boise has asked that VRT break down on-time performance by time of day. Table 3 below shows the system-wide on-time performance by hour of the day.

Predictably, VRT’s on-time performance is worst at 5 PM when the system average is just below 60% on time. It is interesting to note, however, that there is a steady decline in on-time performance until 5 PM.

VRT will continue to explore the options available to address on-time performance during both the rush hours and non-rush hour time periods.

Table 3: Weekday On-Time Performance by Time of Day July 1, 2019 – December 31, 2019 (APC data)

Long Term Projects

In 2019 VRT made progress on several long term projects in the Boise area.

- **State Street**
  Working with many local jurisdiction and consultant partners, VRT concluded the State Street TOD study which looked at the land use considerations and transit amenities that are envisioned as part of the State Street corridor. This study is now being incorporated with local jurisdiction land uses.

- **ValleyConnect 2.0**
With the support of many of its partners, VRT has been able to make progress on the ValleyConnect 2.0 vision in 2019. Many of the items listed in the 2019 initiatives are directly discussed in ValleyConnect 2.0. In 2019 VRT was able to increase service levels on key corridors, launch a mobile ticketing application, set up a TDM organization that will raise awareness of transit in downtown Boise, increased directly generated revenues by increasing fares, and leveraged the mobility services of other partners through its specialized mobility program. In 2019 VRT was also able to secure funding for electric buses, and the expansion of service to Meridian and Eagle.

The successes of 2019 have led to FY 2020 efforts to develop a coordinated five year service and capital plan called the Transportation Development Plan (TDP). This plan will help coordinate transit service and capital improvements across the Treasure Valley and provide an opportunity for various funding partners to work together toward the ValleyConnect 2.0 vison.

**FY 2020 Service Enhancements/Initiatives**
- Expanding Marketing investments and tactics to increase ridership
- Service Enhancements (March, 2020)
  - Evening and Saturday service expansion (routes 2, 3, 7A/7B and 9)
  - Improving on-time performance
- Transit Asset Management to continue to prioritize replacing and updating aging transit assets
- Preparing for electric vehicle implementation
- Improving passenger amenities
- Develop 5-year service and capital plan (TDP)
  - VRT to make a presentation to Boise City Council on draft TDP in March, 2020

**More Information:**
For more information contact: Stephen Hunt, Principal Planner, 208.258.2701, shunt@valleyregionaltransit.org
MEMO

TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Director – Current Planning
PREPARED BY: David Moser, Associate Planner
DATE: February 11, 2020
RE: Appeal of CUP19-00070

Appeal of the Planning & Zoning Commission’s denial of a conditional use permit to install a commercial parking lot on 0.29 acres located at 1216 S. Oakland Ave in a C-1D (Neighborhood Commercial with Design Review) zone.

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Page 2 Summary
Page 2 Planning and Zoning Commission Action
Page 3 Appeal Grounds and Response
Page 4 Conclusion and Recommendation
Page 4 Standards of Review for Appeals
Page 5 Appeal Application
Page 6 Revised Site Plan Dated January 2, 2020
Page 7 Action Letter from the December 9, 2019 P&Z Hearing
Page 9 Minutes from the December 9, 2019 P&Z Hearing
Page 22 Late Correspondence from the December 9, 2019 P&Z Hearing
Page 28 Project Report from the December 9, 2019 P&Z Hearing
Page 93 Public Testimony

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDSOnline.
Summary
The applicant is appealing the Planning and Zoning Commission denial of a conditional use permit for a commercial parking lot on 0.29 acres in a C-1D (Neighborhood Commercial with Design Review) zone. The Commission also denied the associated variance for the parking lot to encroach into all required setbacks. However, the variance denial is not being appealed.

Planning and Zoning Commission Action
These items (CUP19-00070 and CVA19-00056) were heard by the Planning and Zoning Commission on December 9, 2019. After reviewing the application materials, written testimony from Southeast Neighborhood Association and listening to the applicant, they denied the applications. The Commission concluded the commercial parking lot and variance is incompatible with the surrounding residential neighborhood. In addition, the Commission believed that establishing the parking lot as a temporary use for 10 years would be difficult to enforce. The Commission could not find a hardship or exceptional circumstance justifying the requested variances.
Appeal Grounds and Response from the Appellants
The decision was appealed on December 18, 2019. However, no memorandum was submitted supporting their appeal arguments. The appellant did submit a revised site plan that showed a parking lot design that complied with all required setbacks. The Planning Team also received a letter from the Identity Apartments (i.e. Party of Record) supporting the appellant. The grounds for the appeal are summarized below.

1. **The decision is arbitrary, capricious and an abuse of discretions in that it was made without rational basis.**

   *Response:* The appellant contends the Commission’s decision is arbitrary, capricious and an abuse of discretion since it was made without any rational basis. No appeal memorandum was submitted supporting this argument.

   The Commission did discuss the project and determined the proposed parking lot was not compatible with the surrounding neighborhood and would adversely impact adjacent residential properties. Commissioner Gillespie stated the following during the deliberation:

   “I agree with the Staff Report comments on compatibility and how it fits with the neighborhood. A commercial parking lot in the middle of a residential area is not a good fit”

   The Commission agreed with the analysis of the Planning Team’s Project Report. Considering the questions asked by the Commissioners during the hearing and reasons expressed during deliberation, their decision was based upon due consideration and this does not constitute an error.

2. **The Decision disregarded the fact and circumstances presented and it is not supported by the substantial evidence.**

   *Response:* The appellant contends the Commission’s decision disregarded the facts and circumstances presented at the hearing and their decision is not supported by the substantial evidence. No appeal memorandum was submitted this argument.

   The Commission discussed the facts and circumstances presented at the hearing. During the hearing the Commission questioned the appellant about their arguments concerning the project’s compatibility with the surrounding residential neighborhood, its potential impacts on the adjacent residential properties and the nature of the use.

   As such, the facts and circumstances presented by the appellant were discussed by the Commission. The Commissioners expressed their concerns with the appellants arguments and determined the project is incompatible with the surrounding residential neighborhood and would adversely impact adjacent residential properties. The Commission also noted its concerns with the appellant’s argument regarding the temporary nature of the parking lot.
Therefore, their decision did take into consideration the facts and circumstances presented and does not constitute an error by the Commission.

**Conclusion**
The appellant did not identify an error with the Commission’s decision to deny the parking lot. The decision complies with the objective standards of the Boise City Code, and as detailed in the original project report, there is policy support for their action.

**Recommendation**
The Planning Team recommends Council uphold the Commission’s decision and deny the appeal. Direction should be provided as to how the applicant might obtain approval. The Planning Team suggests parking could be accommodated on the site as an accessory use to a residential, commercial, or mixed-use project, but not as the sole, primary use.

**Standards of Review for Appeals**
Section 11-03-03.09.C(2) of the Boise Development Code provides Council with the following options when acting on an appeal:

(a) Because the review bodies are recognized as having expertise in their substantive areas, the Council shall give due consideration to their decisions.

i. The Council may find error on the following grounds:
ii. The decision is in violation of constitutional, state, or city law. An example would be that the review body’s decision would be a taking.
iii. The review body’s decision exceeds its statutory authority.
iv. The decision is made upon unlawful procedure. An example would be if notice of a required public hearing was inadequate. In such cases, the matter may be remanded to correct the error.
Application for Appeal

I (we) __________________________________________________________________, hereby appeal the decision of the Boise City:  
☐ Planning & Zoning Commission  ☐ Hearing Examiner  ☐ Design Review Committee  
☐ Historic Preservation Commission  ☐ Planning Director

File Number: CUP19-00070  Address: 1216 S. Oakland Avenue

Fee: $ ___180.00____

Grounds for Appeal
1. Standards of Review for Appeals, Item v. - The decision is arbitrary, capricious or an abuse of discretion in that it was may without rational basis, or in disregard of the facts and circumstances presented.
2. __________________________
3. Standard of Review for Appeals, Item vi. - The decision is not supported by substantial evidence
4. __________________________

Appeal Contact Person: John Starr & Phaedra Anderson
Address: 6474 N. Hillsboro Place, Boise
Home Phone: 208.871.0546  Work Phone: __________________________

Appeals
☐ Appeal of an Administrative Decision to the Planning & Zoning Commission or Design Review Committee (non-refundable fee).
☐ Appeal of a Design Review Committee Decision to the Planning & Zoning Commission.*
☒ Appeal of a Planning & Zoning or Historic Preservation Commission decision to City Council.*
☐ Appeal of a Hearing Examiner decision to City Council.*

* Portion of fee is refundable if appeal is successful.

Notes
1. If the reasons for the appeal are resolved prior to the appeal hearing, please contact the Planning Staff at 384-3830.
2. The only topics which may be discussed during the appeal hearing are the specific reasons for the appeal as stated in the application.
3. Neighborhood groups are encouraged to elect a spokesperson for appeals that are supported by numerous residents of the project to avoid a duplication of testimony.
4. Section 11-3-7.2 of the Zoning Ordinance provides that an appeal to Council may not be withdrawn without the consent of Council.

Signature of Appellant/Representative: __________________________  Date: __________________________

For Staff Use Only:
If the appellant is not the applicant, the applicant must be contacted immediately following the acceptance of this appeal.
Applicant contacted on __________________________ by __________________________. ☐ Appeal is by applicant.
December 10, 2019

John Starr
755 W Front Street, Ste 300
Boise, ID 83702

Re: CUP19-00070 & CVA19-00056 / 1216 S Oakland Ave

Dear Applicant:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request for a conditional use permit to install a commercial parking lot on 0.29 acres located in a C-1D (Neighborhood Commercial with Design Review) zone. A variance to encroach into all setbacks is included.

The Boise City Planning and Zoning Commission, at their meeting of December 9, 2019, denied your request based on the attached Reason for the Decision.

May we also take this opportunity to inform you of the following:

1. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at: http://pds.cityofboise.org/.

2. All appeals of this permit must be filed by 5:00 P.M., on December 19, 2019.

If you have any questions, please contact me at (208) 608-7087 or dmoser@cityofboise.org.

Sincerely,

David Moser
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

DM/mh

cc: Penelope Constantikes / Riley Planning Services / penelope@rileyplanning.com
    Fred Fritchman / South East Neighborhood Association / ffritchman@msn.com
    Kathryn Fahey / South Boise Village / elizabethbarnes@boisestate.edu
Reason for the Decision

The commercial parking lot does not comply with the applicable standards of a conditional use permit (Section 11-03-04.6). The subject property is located within a Neighborhood Activity Center, which anticipates a mix of residential and small-scale commercial uses. The parking lot is not an active use and therefore an underutilization of property. In addition, it is not compatible with the adjacent single-family residential neighborhood. The site is not large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by the Development Code. The site design requires a variance from the front, rear and both interior side yard setbacks. The lack of landscaping along perimeter boundaries will adversely impact adjacent properties. The proposed use is not in compliance with the Comprehensive Plan. The parking lot promotes development patterns that rely solely on vehicles for transportation, which is discouraged by Blueprint Boise (Policy ES 1.4). In addition, the loss of the existing single-family house will impact and does not protect the residential neighborhood adjacent to Boise State University (Principle GDP-MU.2 (c) and Policy SE-NC 2.4). It provides no landscaping or other design elements that promotes the unique identity of this Activity Center (Principle GDP- MU.5).

It does not comply with the applicable standards for a variance permit (Section 11-03-04.14). The Planning Team cannot find a hardship or exceptional circumstance that justifies the requested variance. This is new construction on a standard rectangular 100 foot by 121-foot parcel with alley access. As such, there are no unique physical constraints or easements associated with the property that would justify the variance request. Furthermore, paving the entire property is inconsistent with the Comprehensive Plan which encourages the reduction of urban runoff and the use of “green infrastructure” (Policy ES 2.5 and ES 2.7). The lack of perimeter landscaping allowed by the variance will adversely impact adjacent properties.
INTRODUCTION

Madam Chair Ansotegui: Let’s move ahead with item number three.

David Moser, PDS Associate Planner: Thank you. Madam Chair, Commissioners, before you is a conditional use permit to install a commercial parking lot on 0.29 acres located at 1216 S Oakland Ave in a C-1D zone. A variance to encroach into all the setbacks is included. As you can see from the aerial photograph, the property is adjacent to a residential neighborhood to the east and north. Also adjacent to the south and west is a mix of uses which include apartments and commercial uses.

Also, please note that a neighborhood activity center is centered at the intersection of Protest and Boise Avenue, which you can see on the slide in front of you. Finally, BSU campus is to the north across Beacon, which is about a half a block away. From the site plan, you can see that the applicant is proposing a parking lot comprised of 33 parking spaces. The parking lot will take access only from Oakland Ave and will not access the alley, which is required by code and encouraged by the comprehensive plan. However, a pedestrian access will be provided to the alley.

In addition, a variance to encroach into all the setbacks is requested. This includes a zero-foot setback from the front and in both interior side property lines. The parking lot will also encroach 5 feet into the required 10-foot setback from the rear. The site design does not allow for any landscaping along the front and side property boundaries since the parking lot will be paved up to the property lines. In summary, the planning team’s concerns in regard to the project are as follows.
The main one is that this an under-utilization of the site. The property is located within a neighborhood activity center which anticipates residential and small-scale commercial uses, and basically this is not an active use and does not provide any pedestrian interest at the streetscape level. As such, it is not compatible with and would impact the development of the area, in particular, the development of the neighborhood activity center in the ways that the comprehensive plan would like to see it develop. The site design is not compatible with and would impact the adjacent property since it does not provide any landscaping between it and the adjacent residential neighborhood. It is not consistent with the various policies of the comprehensive plan, which encourage more active uses within a neighborhood activity center.

In addition, and finally, as for the variance, it does not comply with any of the required variance findings. And in particular, the planning team cannot find a hardship or exceptional circumstance that justifies the variance. The project site is a standard rectangular parcel. This is new construction, and the site has alley access. I would just like to note for the Commission that you should have received an additional letter of explanation from the applicant addressing some of these concerns and talking about them and also a letter from the Southeast Neighborhood Association expressing their concerns with the variance request.

In conclusion, the planning team recommends denial of CUP19-00070 and CVA19-00056. Just as a reminder, the decisions can be appealed to City Council for both applications. Thank you.

**Madam Chair Ansotegui:** Thank you. We’ll now hear from the applicant.

**Penelope Constantikes, Riley Planning Services:** Thank you, Madam Chair. Penelope Constantikes, Post Office Box 405 Boise, Idaho 83701. Just as a note, the applicants, John Starr and Phaedra Anderson are going to follow me with some testimony. So before you this evening is a conditional use permit with an associated setback variance. I’d like to start with the zoning and comp plan characteristics of the site. Emphasis is on uses that will provide services for nearby residential as part of a C-1 zone and also support transit.

It calls for uses that are compatible with residential, sites that are typically five acres or less, such as shopping centers with pedestrian access between buildings, pedestrian pathways, etc. I’m pulling that directly from the code. The comp plan land use designation is mixed use, which is a neighborhood activity center that it’s supposed to include retail, commercial, office, restaurants, high-density residential, work/live, and there’s a floor area ratio of 0.5 to 2.0. So the site context, we obviously have a bar to our south. To the west is a high-density residential
apartment building that was just recently built. There’s miscellaneous residential to the north and east.

Almost none of those residences are owner-occupied. Proposed high-density residential to the southwest, and that would be at the southwest corner of Protest and Boise Avenue. And there’s existing medium-density residential to the south across Boise Avenue. The proposal is for a placeholder parking lot. And I want to say that again, a placeholder parking lot.

While the applicant assembles more parcels along the east side of Oakland Ave, the applicants will, in their testimony, provide you with more details of the vision that they have for this area. Keep in mind that assembling the parcels needed for the Identity apartments, which is directly to the west of us, took quite a few years. And that it takes time to gather enough parcels to do a thoughtful and beneficial development. The setback variance allows a maximization of the immediate benefit to the neighborhood, which is having parking problems now. This proposal will provide short term parking for people like Mrs. Tracy’s children.

She is the neighbor to the north. When they come to visit her, assist her with her home maintenance, take her to the doctor, etc., currently I understand that they have trouble finding some place to park. I did want to note that there is landscaping proposed for the Oakland Street frontage for this project. It will be located within the ACHD right of way via a license agreement. The staff report highlights under-utilization of the parcel, alley access, emphasis on active uses, retail and restaurant for example, to generate pedestrian interest.

Staff indicates the proposed use is not compatible with a single-family residential neighborhood. Staff also indicates that there will be vehicle conflicts with the access to Oakland Ave. Again, I want to note, almost none of the residential structures in the vicinity of this site are owner occupied and this area is, by virtue of its vicinity to Boise State University, a student housing area. The proposed use can even possibly support a BSU shuttle if Boise State and the City of Boise were willing and interested in doing so.

There are a lot of multifamily units in this area. It’s a great place for a shuttle. Somebody can drive in part of the way, park, and take the shuttle the rest of the way. The site is 0.29 acres. It’s too small to create an active use of any value.

Using the floor area ratio model, the neighbors would either have a tall building, two or more stories, or a parking area next to their parcel. And specifically, it would be Mrs. Tracy to the north. Residential use adjacent to Mrs. Tracy would not mitigate her parking or noise challenges. Allowing the applicant time with a
placeholder use to assemble more parcels will allow development of a combination of uses that will truly benefit the neighborhood in the long term. As for vehicle conflict, if you look at the photos on page 9 and 10 of the staff report, you’ll see that I parked at the end of the alley where it connects to Rossi, and it is virtually impossible to see any traffic in either direction.

So hopefully you noted that ACHD didn’t have any objection to the access being on Oakland Ave, and I take that as implying, at least at a minimum, that it was preferred over the alley access. With regard to Mrs. Tracy, the project team does appreciate the Southeast Neighborhood Association’s concern with her wellbeing. Unfortunately, car doors shutting and late-night conversations outside are already occurring. Mrs. Tracy’s house does not have any windows overlooking the subject site, and 60 feet of the shared property line on her side has structures located along it. This is a student housing area, and noise is a naturally occurring part of that.

The neighborhood has changed around Mrs. Tracy, which happens over time. The applicant is hopeful that their proposal will provide a benefit to their northern neighbor. The proposed use may, in fact, benefit Mrs. Tracy by calming down the street side parking and the apparent double parking that is currently occurring on Oakland Ave and move the late-night activity to the side of her house where there are no windows. Blueprint Boise designates this parcel as part of a neighborhood activity center. Can be as small as one acre, so that’s two-thirds bigger than what we have now.

Residential is slated to be 8 to 16 units per acre, so if we did do a residential development, the maximum we would be able to put there would be four units. A mix of uses for residential lists single family attached, garden apartments, patio homes, etc. These housing types may work for an area like Bown Crossing, but they don’t work for this area. The essential characteristics are too different. Retaining the existing residents doesn’t alter the dynamics of the neighborhood and would have to compete with brand new apartments.

According to chapter 11-6-3 residential use standard subsection 2 multi-family living uses, building height standards for decreasing heights to be compatible with the neighborhood do not apply to the adjacent parcel because the adjacent parcel is zoned commercial. This area is designated as commercial and also as an area of change with significant new development and redevelopment anticipated. In summary, developing this site with a new residential unit or retaining the old residential structure does not fit the zoning designation, nor does it fit the bigger picture of this area as a mixed-use neighborhood activity center.
Allowing a placeholder use permits the property owner with an opportunity to envision a bigger picture that will fulfill the City’s vision as outlined in Blueprint Boise. It is, in essence, a temporary use.

The proposed use does not change the spirit of the neighborhood, does not affect the change in zoning, and it is hoped that the proposed use would actually provide a public safety and hazard reduction in the interim. The current use does not contribute to the neighborhood or Boise’s vision. The single parcel is too small to facilitate any of the patterns and characteristics desired by Boise to its full potential as a mixed-use development. The usable area of this parcel is approximately 8,500 square feet, some of which would be required for parking anyhow if it was developed into a mixed-use retail, commercial, or a restaurant. Instead of the status quo, this proposed use could benefit the area in the short term and provide an opportunity for a big, positive impact in the near future.

In closing, we hope to see that this proposed temporary use will actually facilitate redevelopment in a manner that is consistent with the character and vision planned by Boise City and now, one of the applicants will follow. Thank you.

**Madam Chair Ansotegui:** Thank you.

**John Starr, Applicant:** Thank you for taking the time to listen to us tonight.

**Madam Chair Ansotegui:** Sir, could you please state your name and address for the record?

**John Starr, Applicant:** Yes, thank you, my name is John Starr. My wife Phaedra and I are owners of the applying property. My street address is 6474 N Hillsboro Pl Boise 83703, and Phaedra is the same address. We’re attempting to assemble, over time, as they become available, the properties along the east side of Oakland Ave. It’s been five years, and we’re already on to the second property.

This is a long-term investment that we’re making, both for ourselves and for the city. We’ve had the good fortune to acquire 1200 S Oakland and 1216 S Oakland, which is the subject. The application you have in front of you is not the end result that we’re looking for for this neighborhood. It is simply an interim use, a placeholder. 1216 S Oakland became available this summer when the elderly gentleman who lived there decided to move in with his new wife. He has not lived in the home for more than 25 years.

**Clerk:** Time.
Madam Chair Ansotegui: I think we can add a couple more minutes for the applicant. Excuse me.

John Starr, Applicant: 1216 became available this summer when the elderly gentleman living there decided to move in with his new wife. The home has not been lived in, occupied as a home, in over 25 years. It has mostly been used for his arts and crafts activities and for storage. Consequently, the building is in very poor condition for a potential residential use and cannot be occupied in its current condition.

When we took stock of the condition of the home, the neighborhood, and the potential uses under the C-1 zone, we determined that a parking lot would be a good service to the neighborhood. When we polled our neighbors on the subject, the Fergusons, the Tracys, Crickets Bar, and Identity Apartments, they all agreed that additional off street parking would be an excellent use of the property and a needed service in the neighborhood. Based on that feedback, we determined to pursue the conditional use application in front of you. Go ahead.

Oh, okay, looking a little further into the current conditions of the neighborhood, we discovered that the block the subject occupies, from Oakland Ave to Lincoln Ave is two-thirds non-owner occupied. In fact, as you can see from the map here, the majority of the multi-block areas east and south of the subject are non owner occupied single-family homes. Additionally, there are four multi-family projects and a handful of commercial operations, including fast food, a bar, a convenience store, and childcare all within one block distance of the subject.

I especially want to point out the current relationship between the subject and the bar to the south of the property. This photograph shows that the headlights from the bar parking lot shine directly into a number of windows on the home and the entire backyard of the property. Now Phaedra’s going to discuss some more current conditions and the ultimate use of the property. Thank you.

Phaedra Anderson, Applicant: Thank you very much.

Madam Chair Ansotegui: Thank you. Also, your name and address for the record, please.

Phaedra Anderson, Applicant: Phaedra Anderson, and I live at 6474 N Hillsboro Pl Boise, Idaho 83703. So, what I would like to do is just show you some visuals of what the property currently looks like. So, this is Oakland Ave looking south and our property that we’ve had for a long time is at the beginning and the property that we’re talking about is at the end. Next photo.
This is what the property currently looks like. We have boarded it up because it has had squatters. It had squatters in it when the last gentleman was in ownership, and then we have had a problem with people coming in it and squatting. We have been working on cleaning up the yard and trying to – there was quite a bit of debris and – anyway, that’s what it looks like right now. This is standing in the front yard, what the view is across the street.

The next would be what it looks like from the bar, and this was actually taken this morning and you can see that’s actually about the fifth dumpster load of stuff that we’ve taken off the property. This is standing in the yard looking towards the bar. Next. And again, this is the current state of the property.

We could fix it up and rent it out as is, however, we have a little bit more of a dream for what we think this block can look like. So, we think that a parking lot could have other active use as well, including something like a small farmer’s market and arts on the weekend. That’s an example of that being held in a parking lot. So that would be a different use. And then our long term goal is to assemble all four parcels and have a pedestrian-oriented neighborhood commercial site to look something more like this or like this.

So, I think the reason that we’re asking for an exception is so that we don’t just trudge along and maybe my kids or their kids could build something nice. We would like the opportunity for a conditional use permit, and we would like to know if there’s some adjustments we need to make to that conditional use permit. We’d like to hear your input. We would not like to see it like it is. We’d like to see something much better in that neighborhood. And with that, I close.

Madam Chair Ansotegui: Thank you very much.

Phaedra Anderson, Applicant: You’re welcome.

Commissioner Gillespie: Madam Chairman. Oh is it question time?

Madam Chair Ansotegui: I was going to see if we could do the neighborhood association first if there’s no objection with commission. Thank you. Thank you so much. Is there anyone here from the Southeast Neighborhood Association this evening? Okay, seeing none, let’s move ahead to questions.

Commissioner Gillespie: Madam Chairman.

Madam Chair Ansotegui: Commissioner Gillespie.
Commissioner Gillespie: So, I have four questions. First question, number one, for the City, what aspect of this application is triggering the conditional use requirement? Is it the parking lot in this particular zone?

David Moser, PDS Associate Planner: Madam Chairman, Commission, a commercial parking lot in this zone requires a conditional use permit.

Commissioner Gillespie: Thank you. Question two, this is for both the applicant and the staff. So several times the applicant mentioned in their presentation that the surrounding – they made a big point of not owner occupied, the high rental rate. So first question for the city, I'm not aware that the city, the code, or the comprehensive plan makes a distinction between owner-occupied housing or uses and rental. Is that correct?

David Moser, PDS Associate Planner: Madam Chair, Members of the Commission. That is correct.

Commissioner Gillespie: I guess my question is what does that matter from your application? Why should I be thinking about that?

John Starr, Applicant: The area in question, you’re correct, it is non-owner occupied. It can often be families or various other types of renters. Because of the location of this particular neighborhood, it’s a fair assumption that a number of those rentals are for students or staff working at BSU – people who spend a great deal of time right in this neighborhood, who would be directly affected by service provided in this neighborhood.

So if we were talking about a laundromat, or if we were talking about a grocery store, we would be talking about a use that would be available to these people. The other thing is that – for instance, the block fronting Lincoln right behind us. One of those units has ten bedrooms. That means that four off-side parking spaces, they likely generate something like six vehicles that need to be parked that they do not have parking spaces for. In general, this kind of student housing will generate many more vehicles than what is accounted for in terms of on-site parking for the renters and even the on-site requirement for parking for renters.

Commissioner Gillespie: Thank you. Question number three is really for the applicant. You’ve got a square, flat parcel. Why do you need a variance for the setbacks you’re requesting? Part of this is a variance.
John Starr, Applicant: In order to get the 30 parking spaces, in order to accommodate the drive lanes, the north and south variances allow us to add an additional row of parking.

Commissioner Gillespie: Thank you. Finally, last comment, this is both a question for the City, and then for the applicant. So the applicant and in the Staff Report the phrase temporary use or placeholder use is used many times. That also is not part of the code or the comp plan – I’ve never seen that used before. How should the Commission think about that particular claim, since the code and the comp plan doesn’t really recognize it?

David Moser, PDS Associate Planner: Madam Chairman, Members of the Commission. To answer that the application in front of you is a conditional use for a parking lot. Once it’s granted it runs with the property. It’s there until they decide not to use it, whether that be 5, 10, or 20 years from now. From our perspective, once it’s granted it will stay there.

Commissioner Gillespie: So from the City’s point of view, whether or not it’s temporary or placeholder, doesn’t affect the City’s calculations?

David Moser, PDS Associate Planner: Madam Chairman, Members of the Commission. That is correct, in the sense, too, that once it goes in there is no guarantee that will leave.

Commissioner Gillespie: Thank you.

Penelope Constantikes, Riley Planning Services: Madam Chair. Penelope Constantikes for the record. We did stipulate in our application that we were asking for a 10-year conditional use permit. So we put a timeframe on it. Our understanding, of course, that if it’s truly temporary that we don’t need it into perpetuity, but for a set period of time. We’re happy to change that if you want something less.

Commissioner Gillespie: Madam Chairman.

Madam Chair Ansotegui: Commissioner Gillespie.

Commissioner Gillespie: This is a question for the City. I’ve never seen a timestamp permit of any kind, can we do that?

David Moser, PDS Associate Planner: Madam Chairman, Members of the Commission. Putting a condition of approval that sunsets something out at ten
years into the future, or some point in the future is difficult because it’s hard to enforce. Because it’s so many years in the future that it’s just very difficult to enforce. We just generally don’t do it for that purpose.

**Commissioner Gillespie:** Thank you.

**Madam Chair Ansotegui:** Thank you. Are there further questions for staff or for the applicant?

**Commissioner Stead:** Madam Chair.

**Madam Chair Ansotegui:** Commissioner Stead.

**Commissioner Stead:** This is for the applicant. Can you just explain, again, I understand that the variance would allow for more parking, but is there a special circumstance or hardship that we should be looking at for that variance?

**John Starr, Applicant:** Number one was the – the fact that we currently have no setback with the user to the south of us. That is our property line. Their parking lot is literally paved to our property line. 60% of our north property line is actually structure. So that the property between us and Mrs. Tracy to the north – Mrs. Tracy has a metal building on her portion of the property. So what you’d be doing in that sense is asking us to put landscaping between our parking lot and Mrs. Tracy’s metal building for 60% of the length of the lot.

**Commissioner Stead:** Thanks.

**Madam Chair Ansotegui:** Thank you. Further questions, Commissioners? Thank you very much.

**John Starr, Applicant:** Thank you.

**MOTION**

**Madam Chair Ansotegui:** We don’t have a signup sheet, no one has signed up. Is there anyone in the audience who would like to testify on this matter? Seeing none, this is normally when we have a rebuttal. But I don’t think there’s anything to rebut. Thank you. We will close the hearing and render a decision. Commissioners, this item is before you.

**Commissioner Stead:** Madam Chair.

**Madam Chair Ansotegui:** Commissioner Stead.
Commissioner Stead: I move that we deny CUP19-00070 and CVA19-00056.

Commissioner Gillespie: Second.

Madam Chair Ansotegui: And we have a motion to deny by Commissioner Stead, and a second by Commissioner Gillespie.

Commissioner Stead: Madam Chair.

Madam Chair Ansotegui: Commissioner Stead.

Commissioner Stead: I’m having a hard time accepting the explanation for the variance needed. It seems that there were maybe some bad decisions made in the planning of the plots around you. But I tried to not allow that to encourage me to make bad decisions. So for those reasons I’m inclined to deny the application.

Madam Chair Ansotegui: Thank you. Is there further discussion?

Commissioner Gillespie: Madam Chairman.

Madam Chair Ansotegui: Commissioner Gillespie.

Commissioner Gillespie: I’ll be supporting the motion. I think my question got to my central concerns. Let me say at the outset though that I do think – and I really appreciate what the applicant is trying to do. I understand very clearly your thinking and your logic. Sadly, I just don’t think that within our current code and comp plan that what you’re trying to do fits well and is appropriate. And I think at some point that might be worth considering. The basic issue is the code and the comp plan doesn’t really contemplate temporary uses.

So I think the City is right that once we grant this CUP, that could be a parking lot forever, because I don’t think we could effectively ever go back and say your time’s up. I don’t think that the code or the state law really contemplates that kind of action. So that’s one big problem. And related to that I agree with the Staff Report’s comments on compatibility and how it fits with the neighborhood. A commercial parking lot in the middle of a residential area is not a good fit. So I agree with the Staff Report in that respect.

I think with respect to the variance, which is really a separate issue, I just don’t think there’s a hardship. And, unfortunately, we have to begin enforcing the setbacks and the requirements somewhere. It was clearly not enforced when Crickets was put in, and I wish I could do that. I can’t. But I can guarantee when
Crickets redevelops or wants to change their parking lot, we’re going to take a hard line there too. So I certainly can’t agree to the variance.

And then finally, the argument of this is a really good conditional use, because there’s lots of cars here, again, I don’t think the code or the comp plan really steers us in that direction. I think the code and the comp plan contemplate keeping the parking availability constrained to the proper spot and encouraging mass transit and biking and walking.

So I don’t think the comp plan is encouraging us to put in more surface parking which will just attract more cars. What we want to do with that ten-bedroom unit — and I know they’re there — the City’s goal is to get those folks walking, biking, or riding a bus. Not bringing ten cars into that neighborhood. I think from a lot of different levels the CUP doesn’t work for me either. Thank you.

Madam Chair Ansotegui: Thank you.

James B. Smith, City of Boise Attorney: A point of legal order, Madam Chairman, please.

Madam Chair Ansotegui: Yes.

James B. Smith, City of Boise Attorney: I’d just like to add to the extent it helps clarify the legal point. The development code does allow this body to dictate upon approving a CUP the term of the permit, or the period of time for which the permit is issued.

Madam Chair Ansotegui: Thank you, counsel. Further discussion? Hearing none, the motion before us is to deny project number 3, CUP19-00070 and CVA19-00056. Will the clerk please call the role?

**ROLL CALL**

Commissioner Stead: Aye.

Commissioner Schafer: Aye.

Commissioner Ansotegui: Aye.

Commissioner Finfrock: Aye.
Commissioner Gillespie: Aye.

All in favor, motion carries with Commissioner Zuckerman abstained.

Madam Chair Ansotegui: Thank you very much.
MEMO

TO: Boise City Planning and Zoning Commission
FROM: David Moser, Associate Planner
DATE: December 9, 2019
RE: CUP19-00070 & CVA19-00056 / 1216 S Oakland Ave / Late Correspondence

Legal Description
Conditional use permit to install a commercial parking lot on 0.29 acres located at 1216 S Oakland Ave in a C-1D (Neighborhood Commercial with Design Review) zone. A variance to encroach into all setbacks is included.

Summary
The Planning Team received late correspondence from the Southeast Neighborhood Association (SENA) and an additional letter of explanation from the applicant regarding the project. SENA’s main concerns with the project are the requested variances and the project’s potential impacts on the adjacent residential neighborhood. In addition, the applicant’s explanation letter discusses in detail the compatibility of the project with the surrounding neighborhood, the current parking situation within the neighborhood and the applicants reasoning for the construction of a parking lot.

Attachments
• Southeast Neighborhood Association Correspondence
• Applicant Letter of Explanation
Dear Planning and Zoning Commissioners,

The Board of the SouthEast Neighborhood Association (SENA) has voted to oppose the above-referenced applications for a commercial parking lot.

The use is in direct proximity to a number of single-family homes and duplexes and would be a highly intrusive use for those residents. Given the lot’s location adjacent to the Identity student housing project, it would likely be in use 24/7, with the accompanying car doors slamming and loud conversations occurring at all hours directly adjacent to single-family homes.

Of particular concern is the proposed lot’s lack of buffering between it and the home directly to the north, which is occupied by a resident of over 45 years. The applicant’s variance request would eliminate the required ten feet of landscape buffering, resulting in vehicles parking basically on the north property line within a few feet of that resident’s home, separated only by a wooden privacy fence.

Clearly the applicant cannot meet the required conditional use finding that the site is large enough for the proposed use, since variances are requested on all four sides of the project. The applicant has not demonstrated a hardship or exceptional circumstance to justify the variances.

The lot as proposed would unquestionably have an adverse impact in terms of noise and intrusive activity on nearby properties and is incompatible with those residential uses. SENA believes new development should be a good neighbor and therefore respectfully asks that you deny the CUP and variance requests. This project would diminish livability for those living on Oakland and Lincoln Avenues who already deal with the impacts of very active late-night uses generated by Identity and Cricket’s Bar.

Thank you for your consideration.

Fred Fritchman, Board member
SouthEast Neighborhood Association
TRANSMITTAL

TO:        David Moser, City of Boise
FROM:  Penelope Constantikes
DATE:  December 5, 2019
RE:  APPLICANT’S SUPPLEMENTAL COMMENTS
      CUP19-00070

David:

Attached are supplemental explanatory comments from the applicant for the Conditional Use Permit Application at 1216 S. Oakland Avenue.

Thank you!
MEMORANDUM

DATE: December 5, 2019
TO: City of Boise Planning & Zoning Commission
FROM: John and Phaedra Starr
RE: APPLICANT’S STATEMENT FOR CUP19-00070

Please supplement the application materials with the following information and comment.

SITE CONTEXT – OAKLAND STREET FRONTAGE

- Of the eight properties across the alley from the subject site, six (6) appear to be rentals and one of those is the main meeting place for the Kappa Sigma Fraternity.
- The property across Oakland Avenue from the subject site is a brand new, multi-story, student housing property in excellent condition.
- On the east side of South Oakland Avenue you’ll find:
  - The subject site includes an unoccupied home in poor condition built in 1940.
  - The property to the north is an owner-occupied residence built in 1963 and is in good condition.
  - The next property to the north is an owner-occupied residence built in 1948 and in poor condition.
  - The property at the corner of Oakland and Beacon Ave is a rental studio apartment over a garage and is in good condition. This parcel is left over from ACHD road widening.
- The property to the south of the subject site is a bar and has been for decades. There is no landscaping buffer between the bar and the subject site. The subject site was an owner-occupied residence until purchased in the summer of 2019.

SITE CONTEXT – LINCOLN STREET FRONTAGE (across alley to east)

- The properties across the alley from the subject site front on the west side of South Lincoln Avenue
- At the corner of Beacon and Lincoln (1203 S Lincoln Ave) is an owner-occupied home built in 2004 in fair condition.
- The next home at 1207 S, Lincoln Avenue is an owner-occupied home built in 1900 and appears to be in poor condition from the exterior.
- 1209 S Lincoln Ave was constructed in 1900, appears to be a rental property, and appears to be in poor condition from the exterior.
- 1215 S Lincoln Ave is a new rental duplex in excellent condition, built in 2017 with 10 bedrooms and 9 bathrooms.
- 1221 S Lincoln Ave is a rental home built in 1963, has 3 bedrooms and 1 bath and appears to be in fair condition from the exterior.
- 1225 S Lincoln Ave is a rental home built in 1963 with 3 bedrooms and one bath and appears to be in fair condition from the exterior.
- 1229 S Lincoln is a rental home built in 1963 with 4 bedrooms and 2 baths and appears to be in fair condition from the exterior.
• **1702 W Rossi** appears to be a rental duplex with 2 bedrooms and 2 baths (one each per unit), built in 1948, in poor condition and often has the look of being abandoned.

PARKING ACTIVITY FOR SITE WITHIN BLOCK

• As detailed above — there are six rental properties and two owner-occupied homes out of eight total homes. 22 Bedrooms in the rental homes and presumably 22 occupants, each of whom likely own and operate a vehicle.
• If each of the six units has two off-street parking spaces, then the total off-street parking available would be 12 spaces. Twelve spaces for 22 vehicles.

REDUCING PEDESTRIAN-VEHICLE INTERACTIONS

• When those 10 extra vehicles chose to park in the proposed parking lot, the pedestrian-vehicle interaction and possible conflict will be reduced to one location on Oakland Ave – the proposed entry to the parking lot.
• Weighing this against parking in 10 dispersed locations on streets around the neighborhood - each vehicle will have any number of locations to impact pedestrian-vehicle interactions.
• In fact we’re proposing that 33 vehicles parking randomly in the neighborhood and having any number of random pedestrian-vehicle interactions utilize the single entry point on Oakland Avenue thereby reducing pedestrian-vehicle interaction throughout the neighborhood.
• By providing off-street parking, we will meet the goal of lessening pedestrian/vehicle interaction by offering additional off street parking opportunities to those currently parking on the sidewalks both on Oakland Avenue and Lincoln Avenue and Rossi Street. This is additionally supportive by providing additional parking spaces that are no longer available along Boise Avenue and Beacon Avenue each of which is not conducive to parking due to both banning signage and heavy traffic.
• There is no sidewalk, no parking strip and no landscaping buffer in the current ACHD right of way at the front of the property. The home and parcel have been as they are now since the home was constructed and there is no landscaping buffer between the home and the ACHD right of way. If kept as a residence, this will not change.

PHILOSOPHICAL BASIS OF CUP APPLICATION - ASSEMBLAGE

• In order to assemble property for development as commercial under the C-1D code, a developer will need to assemble enough property to execute a project at scale.
• Land assemblage usually takes one of two paths – the assets are acquired and allowed to linger with minimal capital input and maintenance until the time is right to execute the development; or the assets are quickly acquired all at one time when their values have degenerated to the point the developer can afford to buy them all at once.
• We are pursuing the long-term path of acquiring the assets (parcels) as they become available. When considering the acquisition of 1216 S Oakland Ave our choices for the carrying portion of the program are clear – invest in improvements to the home to make it into fair quality rental housing, or come up with an alternative use.
• We quickly discovered from communicating with neighboring land owners and rental occupants that parking is a need and demand in the neighborhood.
• Looking into the process, we discover that parking is a conditional use in the C-1D zone, and that the cost of creating a parking lot are similar to the cost of putting the home in order to rented out as residential.
• Our final decision is to pursue parking on the property, rather than adding additional low-quality rental units to the neighborhood. The marginal demand for additional low quality housing in the neighborhood is not as high as the demand for parking.
• An economic burden on low-quality residential units in the neighborhood is represented by the development of additional new residential projects in the neighborhood. It doesn’t make a lot of sense for us to deploy capital on additional low-quality rental units for the neighborhood when new, high quality rental housing is being proposed and built in the neighborhood. We would essentially be competing for renters with brand new housing units. This is an economic impact to our efforts to assemble land for future development.
• Land assemblage is a long-term, careful activity that shouldn’t have to break the bank or lead to run-down rental units in the interim.
• Allowing us to construct a good-looking, professionally managed parking lot that both serves the neighborhood and allows us to bridge the time gap for land assemblage will be a benefit for the landowner, the neighborhood, the city and the future developer of the assembled properties.
CUP19-00070 & CVA19-00056 / Riley Planning Services

Summary
Conditional use permit to install a commercial parking lot on 0.29 acres located at 1216 S Oakland Ave in a C-1D (Neighborhood Commercial with Design Review) zone. A variance to encroach into all setbacks is included.

Prepared By
David Moser, Associate Planner

Recommendation
Denial

Reason for the Decision
The commercial parking lot does not comply with the applicable standards of a conditional use permit (Section 11-03-04.6). The subject property is located within a Neighborhood Activity Center, which anticipates a mix of residential and small-scale commercial uses. The parking lot is not an active use and therefore an underutilization of property. In addition, it is not compatible with the adjacent single-family residential neighborhood. The site is not large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by the Development Code. The site design requires a variance from the front, rear and both interior side yard setbacks. The lack of landscaping along perimeter boundaries will adversely impact adjacent properties. The proposed use is not in compliance with the Comprehensive Plan. The parking lot promotes development patterns that rely solely on vehicles for transportation, which is discouraged by Blueprint Boise (Policy ES 1.4). In addition, the loss of the existing single-family house will impact and does not protect the residential neighborhood adjacent to Boise State University (Principle GDP-MU.2 (c) and Policy SE-NC 2.4). It provides no landscaping or other design elements that promotes the unique identify of this Activity Center (Principle GDP-MU.5).

It does not comply with the applicable standards for a variance permit (Section 11-03-04.14). The Planning Team cannot find a hardship or exceptional circumstance that justifies the requested variance. This is new construction on a standard rectangular 100 foot by 121-foot parcel with alley access. As such, there are no unique physical constraints or easements associated with the property that would justify the variance request. Furthermore, paving the entire property is inconsistent with the Comprehensive Plan which encourages the reduction of urban runoff and the use of “green infrastructure” (Policy ES 2.5 and ES 2.7). The lack of perimeter landscaping allowed by the variance will adversely impact adjacent properties.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
LANDSCAPE MATERIALS LEGEND:

- Pennisetum alopecuroides `Desert Plains` / Desert Plains Fountian Grass 1 gal 38 42"h x 3`w
- Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass 1 gal 7 5"h x 3`w
- Tilia americana `Redmond` / Redmond American Linden B&B 2" 5 50"h x 30`w

30" - 36" GRANITE BOULDERS

54'-0" OAKLAND AVE.
22'-0" LINCOLN AVE.
20'-0" SOUTH PROPERTY LINE
6' CHAIN LINK FENCE WITH SLATS ON EAST & SOUTH PROPERTY LINE

LANDSCAPE REQUIREMENTS:

- **PER CITY OF BOISE IDAHO MUNICIPAL CODE**
- **EAST STREET BUFFER**
- **SOUTH STREET BUFFER**
- **PERMEABLE PAVING**
- **STORMWATER RETAINAGE**
- **APPROXIMATE SIZE AND LOCATION TBD.**
- **STORMWATER RETAINAGE - SWALE AT FRONTAGE FOR NORTH PROPERTY LINE, EXACT LOCATION TBD**
- **PAY STATION - LOCATION TBD**
- **LOCATION AND SIZE TBD.**
- **PROPOSED SIDEWALK**
- **PROPOSED SIDEWALK**

PLANT SCHEDULE:

1. **Plant Species**: Penisetum alopecuroides `Desert Plains` / Desert Plains Fountian Grass 1 gal
2. **Size**: 38 42"h x 3`w
3. **Location**: 1216 S. Oakland Ave.
4. **Date**: 10.04.2019

LANDSCAPE NOTES:

1. **Regulations & Standards**: All contractor work shall be conducted in accordance with applicable federal, state, and local regulations for the protection of public health, safety, and welfare.
2. **Existing Conditions**: All existing trees and other vegetation shall be carefully evaluated and measured where necessary. Every effort shall be made to save and maintain existing trees on the site.
3. **Design & Site Preparation**: The site shall be prepared in conformance with the approved plans. The applicant is responsible for maintaining site appearance.
4. **Plant Material**: All plant material shall be in accordance with the approved plant material list.
5. **Mulch**: All shrubs shall be mulched with pre-emergent herbicide, using a certified applicator.
6. **Irrigation**: All irrigation systems shall be constructed to the approved specifications.
7. **Contractor**: The contractor shall be responsible for the proper execution of the work.

MICHIGAN AVE.
16'-0" OAKLAND AVE. TEMP. PARKING LOT
54'-0" OAKLAND AVE.
22'-0" LINCOLN AVE.
6' CHAIN LINK FENCE WITH SLATS ON EAST & SOUTH PROPERTY LINE

REVISIONS

- **DRAWING TITLE**: SITE & LANDSCAPE PLAN
- **DATE**: 10.04.2019
- **CHECKED BY**: WILLET C HOWARD, PLA

(Packet Pg. 296)

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(Packet Pg. 296)
NOTES:

1. DO NOT DAMAGE OR CUT LEADER
2. DO NOT DISTURB ROOT OR DAMAGE ROOT BALL WHEN INSTALLING TREE OR TREE STAKES.
3. PLANTING PLACED UNDER THE CHARGEMENT OF CONTRACTOR. OWNER MAY SEE COMPACTED MATERIALS AS MARRIED OR CUTTED ROOTS, SOIL SURFACE ROUGHENED TO BIND WITH NEW SOIL
4. 4' DIAMETER PLANTER BED/MULCH RING AROUND THE TRUNK OF THE TREE. 3" OF MULCH MIN. DO NOT PLACE MULCH WITHIN 2" OF TRUNK OF TREE.
5. BALL AND BURLAP TREE PLANTING 3/4" = 1'-0"
6. 2" SOIL SAUCER >3" HIGH; REMOVE AT COMPLETION OF PROJECT
7. CUT AND FOLD WIRE BASKET FROM TOP OF ROOTBALL
8. BURLAP, TIN, OR OTHER NON BIODEGRADABLE MATERIALS ATTACHED TO PLANT OR ROOT MASS.
9. MULCH 2" MIN. AWAY FROM TRUNK OF PLANT.
10. BALL AND BURLAP PLANT (IF CONTAINER - GROWN PLANT WITH ROOTS LOOSENED AND PULLED OUT TO PREVENT PLANT FROM BECOMING ROOT BOUND)
11. BALL AND BURLAP TREE PLANTING (IF CONTAINER - GROWN PLANT WITH ROOTS LOOSENED AND PULLED OUT TO PREVENT PLANT FROM BECOMING ROOT BOUND)
12. BALL AND BURLAP TREE PLANTING (IF CONTAINER - GROWN PLANT WITH ROOTS LOOSENED AND PULLED OUT TO PREVENT PLANT FROM BECOMING ROOT BOUND)
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43.-ball-and-burlap-tree-planting (if container - grown plant with roots loosened and pulled out to prevent plant from becoming root bound)
## Plant Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pyrus calleryana <code>Capital</code> / Capital Callery Pear</td>
<td>B&amp;B 2&quot;</td>
<td>35<code>h x 15</code>w</td>
</tr>
<tr>
<td>Tilia americana <code>Redmond</code> / Redmond American Linden</td>
<td>B&amp;B 2&quot;</td>
<td>50<code>h x 30</code>w</td>
</tr>
</tbody>
</table>

## Shrub Schedule

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Calamagrostis x acutiflora <code>Karl Foerster</code> / Feather Reed Grass</td>
<td>1 gal</td>
<td>5<code>h x 3</code>w</td>
</tr>
<tr>
<td>Pennisetum alopecuroides <code>Desert Plains</code> / Desert Plains Fountain Grass</td>
<td>1 gal</td>
<td>42&quot;h x 3&quot;w</td>
</tr>
<tr>
<td>Rosa x <code>Noamel</code> / White Groundcover Rose</td>
<td>5 gal</td>
<td>2<code>h x 4</code>w</td>
</tr>
<tr>
<td>Yucca filamentosa <code>Color Guard</code> / Adam's Needle</td>
<td>5 gal</td>
<td>4<code>h x 4</code>w</td>
</tr>
</tbody>
</table>

## Landscape Materials Legend

- 30" - 36" Granite Boulders
- Landscape Mulch
October 10, 2019

City of Boise
Planning & Development Services
150 N. Capital Blvd.
Boise, ID 83702

RE: 1216 SOUTH OAKLAND AVENUE
CONDITIONAL USE PERMIT & VARIANCE APPLICATION

Dear Staff:

The attached application materials are for a Conditional Use Permit and associated Variance for the property located at 1216 S. Oakland Avenue.

The subject site has been used as a residential parcel since construction of the home in 1940. For the last approximately 20 years the structure has been used only for storage for an out of state owner, has not been maintained as a residence and is quite dilapidated. The parcel is 0.290 acres—an area of 12,632 s.f.

City of Boise Land Use Designation for the site and vicinity is Mixed Use, there is a Neighborhood Activity Center at Boise Avenue and Beacon Avenue, and the subject side is zoned C-1D. Future potential uses include retail, neighborhood commercial and office.

The immediate vicinity of the site includes:

- To the south – Cricket’s Bar and Grill and parking lot;
- To the west – Oakland Avenue in 65 feet of ROW and the recently constructed Identity Apartments marketed as student housing;
- To the north – single family residence; and
- To the east – 14-foot wide alley; multi-family residential and fraternity house.

On September 15th a Pre-Application Conference was held with Boise City Staff to discuss the proposed application. A neighborhood meeting was held on September 19th. One neighbor and a representative of the Southeast Neighborhood Association attended the meeting.
LONG TERM VISION

Land banking is a strategy for assembling parcels, such as the Identity Apartments site, with a longer term vision of redevelopment and includes incorporating interim temporary / place holder uses during the time period needed to bring together a larger area appropriate for permanent land uses. According to Blueprint Boise, this site combined with other parcels is ideal for Mixed Use as a Neighborhood Activity Center. The characteristics for this type of activity center include service, higher density residential, and retail.

CONDITIONAL USE PERMIT AND VARIANCE REQUEST

This proposal is for a parking lot that is a temporary / place holder use until the west side of the block, adjacent to Oakland is assembled into a larger parcel and can be developed as supported by Boise's Comprehensive Plan. The land banking of this site with an interim use as a parking lot provides a benefit to the neighborhood by providing additional parking, especially for guests visiting residents in the area. Using the structure for residential purposes is not an option. The structure has not been maintained for many years and updating the structure to meet current residential standards would be prohibitively expensive after so many years of neglect.

The proposed parking lot includes 23 standard spaces and 10 compact spaces with two compact spaces also usable for 4 motorcycle spaces. Seven 9-foot wide landscape islands are proposed and a solid wood fence is proposed for the north property line. Chain link fencing with privacy slats will be constructed along the alley with a pedestrian entrance and a slatted chain link fence will be added to the south property line in conjunction with the existing 3-foot retaining wall.
A variance is requested for setbacks. To maximize the benefit of the parking lot, setbacks have not been included in the proposed layout.

Since the uses are identical on the south PL, buffering a parking lot from a parking lot doesn’t appear to provide any tangible benefit. The elevation difference between the Cricket’s parking lot (approximately 3-feet) and the subject site provides some buffer along with the proposed fence with slats.

With the heavy vehicle parking along the east side of the alley for the fraternity and student oriented housing, the 14-foot separation of the alley provides a buffer along with the slatted fencing.

To the north, a solid wood fence is proposed that will block headlights and reduce noise. As there are no windows along the south face of the adjacent structure, noise and headlights will not have any greater impact than the concentrated parking along Oakland Avenue and the cars exiting the garage area of the Identity Apartments at night - these impacts are already present in the area.

In addition, the subject is located in an area of Area of Change with Significant New Development/Redevelopment Anticipated. Given the site location at the intersection of Boise Avenue and Beacon Street and proximity to the Boise State University Master Planning Area, and both existing and proposed higher density residential development, this is a temporary use that will not affect a change in zoning. It will not be in conflict with the Comprehensive Plan, nor will it be detrimental to the public health, safety or welfare, or
injurious to the property or improvements of other property owners, or the quiet enjoyment thereof. The street improvements and landscape buffer along Oakland Avenue are proposed to be located in the right-of-way with a temporary license agreement with Ada County Highway District. The 65-feet of Oakland Avenue ROW provides sufficient space for a 36-foot street section and the proposed landscaping.

Staff indicated a preference for an alley access point. With a minimal alley width of only 14-feet and the heavy parking that occurs on the east side of the alley, this configuration is not optimal. By aligning the entry/exit generally with the garage for the Identity Apartments conflicts are mitigated. The applicant requests that ACHD allow signing the vision triangle areas as ‘no parking’ to maximize safety.

IN SUMMARY

The proposed temporary parking lot, with an anticipated sunset of the CUP in 10 years, will be a transitional benefit to the neighborhood. The requested setback variance meets the approval criteria. Landscaping proposed with the parking lot will add shade and improve the aesthetics of the vicinity, and mitigate impacts. Longer term parking can be located along the north property line to add stability with the remaining spaces available on an hourly basis.

By using the parcel in this manner, there is a benefit to the neighborhood. The substandard structure is not a benefit to the neighborhood. Guest parking will be available for guests and intermittent high volume student oriented activities in the immediate vicinity, thus reducing on street parking conflicts and illegal parking that inconveniences the residential neighbors.

The project team looks forward to your positive review of this proposal. Please do not hesitate to contact us with questions or requests for additional materials.

Best regards,

RILEY PLANNING SERVICES LLC

Penelope Constantikes
Principal
### Property Information

**Address**

- **Street Number:** 1216
- **Prefix:** S
- **Street Name:** Oakland Avenue
- **Subdivision Name:** South Boise 1st
- **Block:** 3
- **Lot:** 22-25
- **Section:** 15
- **Township:** 3N
- **Range:** 2E
- **Zoning:** C-1D

**Parcel Numbers:**

<table>
<thead>
<tr>
<th>Additional Parcel Numbers</th>
</tr>
</thead>
</table>

### Primary Contact

**Who is responsible for receiving e-mail, uploading files and communicating with Boise City?**

- [X] Agent/Representative
- [ ] Applicant
- [ ] Owner

### Applicant Information

**First Name:** John  
**Last Name:** Starr

**Company:**

**Address:** 755 W. Front Street, STE 300, Boise, ID 83702

**E-mail:**

### Agent/Representative Information

**Role Type:** [X] Other

**First Name:** Penelope  
**Last Name:** Constantlikes

**Company:** Riley Planning Services

**Address:** P.O. Box 405, Boise, ID 83701

**E-mail:** penelope@rileyplanning.com

**Phone Number:** 208.908.1609

### Owner Information

**Same as Applicant?** [X] Yes

**First Name:**

**Last Name:**

**Company:**

**Address:**

**City:**

**State:**

**Zip:**

**E-mail:**

**Phone Number:**

**Cell:**

**Fax:**
Project Information

Is this a Modification application?  ○Yes  ☒No  File number being modified:  

1. Neighborhood Association:  
   Southeast N.A.  

2. Comprehensive Planning Area:  
   Southeast  

3. This application is a request to construct, add or change the use of the property as follows:  
   Remove dilapidated structure and construct a parking lot  

4. Size of Property:  
   0.290  ☒Acres  ○Square Feet  

5. Water Issues:  
   A. What are your fire flow requirements? (See International Fire Code):  
      TBD  
   
   B. Number of hydrants (show location on site plan):  
      Note: Any new hydrants/hydrant piping require Suez Water approval.  
      Number of Existing:  Multiple in vicinity  Number of Proposed:  
   
   C. Is the building "sprinklered"?  N/A  ○Yes  ○No  
   
   D. What volume of water is available? (Contact SUEZ (208) 362-7354):  
      2,500  

6. Existing uses and structures on the property are as follows:  
   Vacant dilapidated building  

7. Is the project intended to be phased? Please explain:  
   N/A  

8. Adjacent property information:  
   Building types and/or uses  
   North:  Older residence  
   South:  Bar  
   East:  Fraternity house, multi-family, residential  
   West:  5 story apartment building  
   Zone  
   North:  ☒ C-1D  
   South:  ☒ C-1D  
   East:  ☒ C-1D  
   West:  ☒ L-OD  

9. Proposed Structures:

A. Number of Structures: 0 Use: 

Square footage of proposed structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td></td>
</tr>
<tr>
<td>2nd Floor</td>
<td></td>
</tr>
<tr>
<td>3rd Floor</td>
<td></td>
</tr>
<tr>
<td>4th Floor</td>
<td></td>
</tr>
</tbody>
</table>

B. Maximum proposed structure height(s): N/A
C. Number of stories:
D. Number of seats (if restaurant, tavern or lounge):
E. Number of residential units (if applicable):

10. Existing Structures:

Square footage of existing structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td></td>
</tr>
<tr>
<td>2nd Floor</td>
<td></td>
</tr>
<tr>
<td>3rd Floor</td>
<td></td>
</tr>
<tr>
<td>4th Floor</td>
<td></td>
</tr>
</tbody>
</table>

11. Building Exterior: N/A

<table>
<thead>
<tr>
<th>Materials</th>
<th>Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof:</td>
<td></td>
</tr>
<tr>
<td>Walls:</td>
<td></td>
</tr>
<tr>
<td>Windows/Doors:</td>
<td></td>
</tr>
<tr>
<td>Fascia, Trim, etc:</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

12. Setbacks:

Note: Plans that are not graphically dimensioned will not be accepted.

<table>
<thead>
<tr>
<th>Building Required</th>
<th>Building Proposed</th>
<th>Parking Required</th>
<th>Parking Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front:</td>
<td></td>
<td>10-feet</td>
<td>Approx 15-feet in ROW</td>
</tr>
<tr>
<td>Rear:</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Side 1:</td>
<td></td>
<td>5-feet (south)</td>
<td>0</td>
</tr>
<tr>
<td>Side 2:</td>
<td></td>
<td>10-feet (north)</td>
<td>0</td>
</tr>
</tbody>
</table>
### 13. Site Design:

<table>
<thead>
<tr>
<th>Building Coverage:</th>
<th>%</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping:</td>
<td>%</td>
<td></td>
<td>1683 s.f.</td>
</tr>
<tr>
<td>Paving:</td>
<td>%</td>
<td></td>
<td>1366 s.f.</td>
</tr>
<tr>
<td>Other Uses:</td>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Describe Other Uses:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 14. Parking:

<table>
<thead>
<tr>
<th>Accessible Spaces:</th>
<th>N/A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Spaces:</td>
<td></td>
<td>32</td>
</tr>
<tr>
<td>Bicycle Spaces:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Proposed compact spaces:</td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

- Are you proposing off-site parking? N/A [ ] Yes [ ] No
  - If yes, how many spaces?
- Are you requesting shared parking or a parking reduction? N/A [ ] Yes [ ] No
  - If yes, how many spaces?
- Restricted parking? N/A [ ] Yes [ ] No

### 15. Landscaping:

- Are there any prominent trees or areas of vegetation on the property? [ ] Yes [ ] No

### 16. Mechanical Units: N/A

- Number of Units: 
- Unit Location: 
- Type: 
- Height: 
- Proposed Screening Method: 

---


Packet Pg. 331
17. Solid Waste:

A. Type of trash receptacles:

- [ ] Individual Can/Residential
- [ ] 3 Yd. Dumpster
- [ ] 6 Yd. Dumpster
- [ ] 8 Yd. Dumpster
- [ ] Compactor

B. Number of trash receptacles: 1

C. Proposed screening method: N/A

D. Is the proposed location accessible for collection? (Contact Boise Public Works at 384-3901.)

- [X] Yes
- [ ] No

E. Is recycling proposed? N/A

18. Irrigation Ditches/Canals:

A. Are there any irrigation ditches or canals on or adjacent to the property?

- [X] Yes
- [ ] No

B. Location:

C. Size:

19. Fencing:

Type: Closed Vision/Chain link

Height: 6-foot

Location: All sides except for entry and ped entry along alley

20. Loading Facilities (if proposed, for commercial uses only): N/A

Number:

Location:

Size:

Screening:

21. Drainage:

Proposed method of on-site retention: Swale combined with frontage landscaping

22. Floodways & Hillsides:

A. Is any portion of this property located in a Floodway or a 100-year Floodplain?

- [X] Yes
- [ ] No

B. Does any portion of this parcel have slopes in excess of 15%?

- [X] Yes
- [ ] No

Note: If the answer to either of the above is yes, you will be required to submit an additional §112 Floodplain and/or §114 Hillside application and additional fee.

23. Airport Influence Area:

Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)

- [X] No
- [ ] Area A
- [ ] Area B
- [ ] Area B1
- [ ] Area C

Packet Pg. 332

Verification of Legal Lot or Parcel Status

Acceptance of this application does not validate the legal status of any lot or parcel. Prior to submitting for a Building Permit you must have a Verification of Legal Parcel Status form signed by the Boise City Subdivision Department. It is the applicant's responsibility to provide deeds and/or other documentation to the Subdivision Department. See Verification of Legal Lot or Parcel Worksheet for submission requirements.

The undersigned declares that the above provided information is true and accurate. The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature: [Signature]
Date: 10/10/19
Planning Division Project Report

File Number: CUP19-00070 & CVA19-00056
Applicant: Riley Planning Services
Property Address: 1216 S Oakland Avenue

Public Hearing Date: December 9, 2019
Heard by: Planning and Zoning Commission

Analyst: David Moser, Associate Planner
Reviewed By: Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: September 19, 2019
Radius notices mailed to properties within 300 feet on: November 22, 2019
Newspaper notification published on: November 23, 2019
Staff posted notice on site on: November 15, 2019

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2. Land Use .................................................................................. 2
3. Project Proposal ......................................................................... 3
4. Development Code .................................................................... 3
5. Comprehensive Plan ................................................................. 4
6. Transportation Data ................................................................... 4
7. Analysis .................................................................................... 4
8. Approval Criteria ....................................................................... 7

Exhibits
Agency Comments
Public Testimony
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Owner</strong></td>
<td>John Starr</td>
</tr>
<tr>
<td><strong>Architect/Representative</strong></td>
<td>Penelope Constantikes / Riley Planning Services</td>
</tr>
<tr>
<td><strong>Location of Property</strong></td>
<td>1216 S. Oakland Avenue</td>
</tr>
<tr>
<td><strong>Size of Property</strong></td>
<td>0.29 acres</td>
</tr>
<tr>
<td><strong>Zoning</strong></td>
<td>C-1D (Neighborhood Commercial with Design Review)</td>
</tr>
<tr>
<td><strong>Land Use Designation</strong></td>
<td>Mixed Use</td>
</tr>
<tr>
<td><strong>Planning Area</strong></td>
<td>Southeast</td>
</tr>
<tr>
<td><strong>Neighborhood Assoc./Contact</strong></td>
<td>Southeast / Erik Berg</td>
</tr>
<tr>
<td><strong>Procedure</strong></td>
<td>The Planning and Zoning Commission renders a final decision that can be appealed to City Council.</td>
</tr>
</tbody>
</table>

**Current Land Use**

Single-Family House

**Description of Applicant’s Request**

A conditional use permit for a commercial parking lot. A variance is included for the parking lot to encroach into all setbacks.

2. Land Use

**Description and Character of Surrounding Area**

The area is a residential neighborhood comprised of detached single-family homes and duplexes adjacent to the Boise State University campus. To the south and west surrounding the intersection of Boise Avenue and Protest Road are commercial and multi-family developments.

**Adjacent Land Uses and Zoning**

<table>
<thead>
<tr>
<th>North</th>
<th>Single-Family Dwelling / C-1D</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>Restaurant / C-1D</td>
</tr>
<tr>
<td>East</td>
<td>Single Family and Duplex Dwellings / C-1D</td>
</tr>
<tr>
<td>West</td>
<td>Oakland Ave. then, Identity Apartments / R-OD (Residential Office with Design Review)</td>
</tr>
</tbody>
</table>
3. Project Proposal

Structure(s) Design

**Number and Proposed Use of Buildings**
An approximately 12,600 sq. ft. surface parking lot containing 33 parking spaces.

**Fencing**
A new 6-foot high wood and chain link fence with sight obscuring slats is proposed along the north and east property lines, respectively.

**Setbacks**

<table>
<thead>
<tr>
<th>Yard</th>
<th>Required Parking</th>
<th>Proposed Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front (Oakland Avenue)</td>
<td>10'</td>
<td>0**</td>
</tr>
<tr>
<td>Side (north)</td>
<td>5'</td>
<td>0**</td>
</tr>
<tr>
<td>Side (south)</td>
<td>10'</td>
<td>0**</td>
</tr>
<tr>
<td>Rear (east)</td>
<td>10'</td>
<td>5**</td>
</tr>
</tbody>
</table>

*Subject to the variance request

**Parking**

<table>
<thead>
<tr>
<th>Total Parking Spaces</th>
<th>Full Size Parking Spaces</th>
<th>Compact Parking Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>23</td>
<td>10</td>
</tr>
</tbody>
</table>

The applicant is proposing a commercial parking lot. The parking lot contains 33 parking spaces comprised of 23 full size and 10 compact parking spaces.

4. Development Code  *(Boise City Code Title 11)*

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03-04.6</td>
<td>Specific Procedures: Conditional Use Permit</td>
</tr>
<tr>
<td>11-03-04.14</td>
<td>Specific Procedures: Variance</td>
</tr>
<tr>
<td>11-04-05.1</td>
<td>General Purpose of Commercial Districts</td>
</tr>
<tr>
<td>11-07-03</td>
<td>Off-Street Parking and Loading Standards</td>
</tr>
</tbody>
</table>
5. Comprehensive Plan *(Blueprint Boise)*

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 2: City Wide Visions and Policies</td>
<td>Policy ES 1.4 &amp; CC 9.1 (a)</td>
</tr>
</tbody>
</table>
| Chapter 3: Community Structure and Design | Principles GDP-MU.1(b, c & d), MU.2(a) & MU.5  
Principles GDP-C/E.6  
Principles GDP-C.5  
Principle IDP-N.3 |
| Chapter 4: Southeast Planning Area | Policy SE-NC 2.4 |
| Original South Boise Neighborhood Plan | Goals, Objectives & Policies |
| Chapter 3 | Objectives 3.1.5 & 3.6.2 |

6. Transportation Data

According to Ada County Highway District (ACHD) the proposed commercial parking will not generate any additional traffic.

7. Analysis

The applicant is requesting a conditional use permit to operate a commercial parking lot on 0.29 acres located at 1216 S. Oakland Avenue in a C-1D (Neighborhood Commercial with Design Review) zone. A variance for the parking lot to encroach into all setbacks is included. The subject property is located within a Neighborhood Activity Center which is centered on the intersection of Protest Road and Boise Avenue. The types of uses anticipated and encouraged for development within the Neighborhood Activity Center include a mix of residential and smaller scale commercial uses. Adjacent to the east is a residential neighborhood which is comprised of single-family homes and duplexes. The Boise State University campus is approximately 200 feet to the north across Beacon Street. As outlined in the letter of intent, the applicant’s long-term goal is to purchase multiple parcels in the area with the intent of redeveloping a larger area along Oakland Avenue. As such, the proposed commercial parking lot is intended to be a temporary use. However, the acquisition of additional property and potential redevelopment is anticipated to take approximately 10 years to accomplish. Until then, a commercial parking lot will continue to operate on site.

The subject property is located on the east side of Oakland Avenue and has alley access. It currently contains a single-family house which is unoccupied and the site has been cleared of all other improvements (i.e. parking and landscaping) in preparation for the demolition of the building. It is the applicant’s intent to construct a paved surface parking lot containing 23 full size and 10 compact parking spaces.
Vehicle access to the site is provided from Oakland Avenue and no alley access is provided. Alley access is encouraged for all developments to reduce pedestrian and vehicle conflicts which is promoted by the Comprehensive Plan (Principle GDP-C.4). A 6-foot high wood and chain link fence with sight obscuring slats is proposed along the north and east property boundaries, respectively. No new additional fencing is proposed along the west and south property boundaries since these properties contain commercial and multifamily developments.
The parking lot encroaches into all the required setbacks. The applicant proposes a 0' setback from the front property line along Oakland Avenue and the north and south interior side property lines. A variance to encroach 5' into the rear setback is also included. Without the required setbacks, the parking lot will provide minimal perimeter landscaping and the majority of the landscaping and street improvements along Oakland Avenue are located within the right-of-way. These street improvements include curb, gutter and attached 5-foot wide sidewalks abutting the site. Behind the sidewalks is a 10' wide landscape buffer containing a stormwater retention swale.

The subject property is located within a Neighborhood Activity Center which anticipate active uses (i.e. retail shops and restaurants) near transit stops that generate pedestrian interest (Principle GDP-MU.1 b, c & d). The proposed parking lot is not an active use and will not create any pedestrian interest. Therefore, it is not compatible with and would adversely impact the Neighborhood Activity Center since it is an underutilization of site. Approval of the parking lot could set a precedent for other properties within the Neighborhood Activity Center to develop in a similar manner. The lack of landscape screening along the north property line will adversely impact the adjacent residential properties to the north. In addition, Objective 3.1.5 of the Original South Boise Plan encourages improving the boundary between commercial and residential uses.
The site is not large enough to accommodate the proposed use since multiple variances are requested. The parking lot promotes development patterns that rely solely on vehicles for transportation which is discouraged by Blueprint Boise (Policy ES 1.4). In addition, the loss of the existing housing does not protect the residential neighborhood adjacent to BSU (Principle GDP-MU.2 (c) and Policy SE-NC 2.4). Principle GDP-C/E.6 (b) promotes the use of landscaping or other treatments to screen surface parking lots from street and enhance the overall character of the development.

The Planning Team cannot find a hardship or exceptional circumstance that justifies the requested variances. This is new construction on a standard rectangular 100-foot by 121-foot parcel with alley access. There are no unique physical constraints or easement associated with the property that justify the variances. With the requested variances only minimal perimeter landscaping will be provided. In addition, the applicant requests paving up to the north, south and west property lines which leaves no space for a landscaping buffer. This lack of landscaping will impact the adjacent single-family homes.

The Planning Team did receive a letter of support from the adjacent apartments across Oakland Avenue. The letter of support notes the need for additional off-street parking in the neighborhood. However, the Planning Team recommends the applicant consider a mix of uses (i.e. residential or commercial) rather than a parking lot which is automobile centric.

8. Approval Criteria

**Conditional Use Permit (11-03-04.7.a)**

i. **The location is compatible to other uses in the general neighborhood;**

The proposed commercial parking lot is not compatible with the uses in the general neighborhood. The subject property is located within a Neighborhood Activity Center which anticipates active uses (i.e. small-scale retail shops and restaurants) near transit stops that generate pedestrian interest (Principle GDP-MU.1 (b, c & d)). In addition to the parking lot not being an active use, as well as an underutilization of property, a bus stop for route 28 is located at the intersection of Protest Road and Boise Avenue. Furthermore, it is not compatible with the adjacent single-family residential neighborhood. In particular, the site design is not consistent with the landscaping or setbacks of surrounding properties.

ii. **The proposed use will not place an undue burden on transportation and other public facilities in the vicinity;**

The proposed use will not place an undue burden on transportation or other public facilities in the vicinity. According to the Ada County Highway District (ACHD) it will not generate any additional traffic.
iii. The site is large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by this Code;

As currently proposed, the site is not large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by the Development Code. The site design requires a variance from the front, rear and both interior side yard setbacks. In addition, the parking lot will not provide the required perimeter landscaping and the parking spaces will be paved up to the front and interior side property lines.

iv. The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;

The requested commercial parking lot will adversely impact adjacent properties. The lack of landscape screening along the north property line would adversely impact the adjacent single-family house. In addition, the underutilization of the property would adversely impact the development of the Neighborhood Activity Center located at the intersection of Protest Road and Boise Avenue. These types of activities centers are intended to provide a mix of residential and community serving commercial uses (i.e. small-scale restaurants, coffee shops and retail shops).

Finally, the parking lot design would adversely impact the adjacent properties by not using the alley for vehicle access. Principle GDP-C.5 promotes alley access to avoid pedestrian and vehicle conflicts. Access to the site from Oakland Avenue could result in these types of conflicts along the street frontage. Also, the Development Code (Section 11-07-03.4(C)(4)) requires alley access be used if it is available. Principle IDP-N.3 encourages parking take access from alleys where possible and avoid new curb cuts onto public streets.

v. The proposed use is in compliance with the Comprehensive Plan.

The parking lot is not in compliance with the Comprehensive Plan. It promotes development patterns that rely solely on vehicles for transportation which is discouraged by Blueprint Boise (Policy ES 1.4). In addition, the loss of the existing housing will impact and does not protect the residential neighborhood adjacent to Boise State University (Principle GDP-MU.2 (c) and Policy SE-NC 2.4). Paving the entire property is inconsistent with Policy ES 2.5 and ES 2.7 which encourages the reduction of urban runoff and the use of “green infrastructure.” In addition, it provides no landscaping or other design elements that help establishes the unique identity of this Activity Center (Principle GDP-MU.5).

Variance (Section 11-03-04.14)
i. **There is either a hardship associated with the property itself or an exceptional circumstance relating to the intended use of the property that is not generally applicable in the district;**

The Planning Team cannot find a hardship or exceptional circumstance that justifies the requested variance. This is new construction on a standard rectangular 100 foot by 121-foot parcel with alley access. As such, there are no unique physical constraints or easements associated with the property that would justify the variance requests.

ii. **Granting of the variance will not be in conflict with the Comprehensive Plan and will not affect a change in zoning; and,**

The Planning Team finds that the proposed variance would be in conflict with the Comprehensive Plan. Paving the entire property is inconsistent with Policy ES 2.5 and ES 2.7 which encourage the reduction of urban runoff and the use of “green infrastructure.” In addition, it is not consistent with Objective 3.1.5 of the Original South Boise Plan which supports improving the boundary between commercial and residential uses.

iii. **Granting of the variance will not be materially detrimental to the public health, safety, or welfare, or injurious to the property or improvements of other property owners, or the quiet enjoyment thereof.**

The variance would be injurious to the property or improvements of adjacent property owners. The requested variances preclude the installation of any landscaping screening along the front and interior side yard perimeter boundaries, which would adversely impact the single-family house to the north. The project design only provides a solid fence to screen the noise and lights associated with the parking lot from this property.
November 7, 2019

To: John Starr  
755 W. Front St.  
Boise, ID 83702

Subject: BOI19-0339/ CUP19-00070  
1216 Oakland Avenue  
Temporary Parking Lot

The applicant is requesting conditional use permit approval for a temporary parking lot with 33 spaces that will serve as a place holder until the block can be developed as a whole as supported by the Boise Comprehensive Plan.

A. Findings of Fact  
1. Oakland Avenue
   a. Existing Conditions: Oakland Avenue is improved with 35-feet of pavement with 2-travel lanes, rolled curb, gutter, and no sidewalk abutting the site. There is 67-feet of right-of-way for Local Roadway (36-feet from centerline).
   b. Policy:
      Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.
      Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).
      Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

      Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to
allow for the planting of trees in accordance with the District’s Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

**Minor Improvements Policy:** District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

c. **Applicant’s Proposal:** The applicant is proposing to construct a 5-foot wide attached concrete sidewalk abutting the site within right-of-way. The applicant has also proposed a 10-foot wide planter strips behind the sidewalk within right-of-way and to sign the vision clearance triangles adjacent to the site along Oakland Avenue as “No Parking”.

d. **Staff Comments/Recommendations:** The applicant’s proposal to construct the sidewalk with right-of-way should be approved, as proposed, and align with the sidewalk to the south.

Consistent with ACHD’s Minor Improvements policy, the applicant should be required to replace any broken or deteriorated segments of curb and gutter or pavement repairs on Oakland Avenue abutting the site.

The applicant’s proposal to install “No Parking” signs adjacent to the driveway is not approved, as proposed. Parking within 75-feet of an intersection is prohibited per District policy 7207.3.9. Any landscaping proposed in the planter strip should no impede the vision triangle at the driveway/Oakland Street intersection.

2. **Alleys**

   a. **Existing Conditions:** There is an unpaved 10-foot wide alley abutting the east property line. There is 14-feet of right-of-way for the alley.

   b. **Policy:**

   **Existing Alley Policy:** District Policy 7210.2 states that if a proposed development abuts an existing alley, the dedication of additional right-of-way to obtain a minimum width from the centerline of the alley of 8-feet for residential uses and 10-feet for non-residential or commercial uses may be required. Each development will be reviewed by the District on a case-by-case basis. If the proposed development takes access from an alley, the developer will be required to pave the entire width of the right-of-way from the nearest public street to and abutting the development.

   c. **Applicant Proposal:** The applicant has not proposed any improvements or right-of-way dedication for the alley.

   d. **Staff Comments/Recommendations:** The applicant should be required to dedicate right-of-way for a total of 8-feet of right-of-way from the alley centerline
abutting the site per District policy. Alley paving is not required as part of this application, as no access to the alley is proposed.

3. Oakland Avenue Driveways
   a. Existing Conditions: There are no existing driveways from the site onto Oakland Avenue.

   b. Policy:
      Driveway Location Policy: District policy 7207.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.

      Successive Driveways: District Policy 7207.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

      Driveway Width Policy: District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.

      Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

   c. Applicant’s Proposal: The applicant is proposing to construct a 22-foot wide curb return type driveway onto Oakland Avenue located approximately 165-feet north of Boise Avenue, as measured from centerline to centerline.

   d. Staff Comments/Recommendations: The applicant’s proposal meets District policy and should be approved, as proposed.

4. Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

5. Tree Planter Policy: Tree Planter Policy: The District’s Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

B. Site Specific Conditions of Approval

1. Replace any broken or deteriorated segments of curb and gutter and repair deteriorated pavement on Oakland Avenue abutting the site.

2. Construct a 5-foot wide attached concrete sidewalk on Oakland Street abutting the site.

3. Dedicate additional right-of-way totaling of 8-feet from the centerline of the alley abutting the site.
4. Construct a 22-foot wide curb return type driveway located 165-feet north of Boise Avenue, as proposed.

5. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

6. Comply with the Standard Conditions of Approval as noted below.

C. Traffic Information

Trip Generation: The proposed use for the site will not generate additional traffic.

Condition of Area Roadways: *Traffic Count is based on Vehicles per hour (VPH)*

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Oakland Avenue</strong></td>
<td>100-feet</td>
<td>Local</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Boise Avenue</td>
<td>0-feet</td>
<td>Minor Arterial</td>
<td>504</td>
<td>Better than “E”</td>
</tr>
<tr>
<td>Beacon Street</td>
<td>0-feet</td>
<td>Minor Arterial</td>
<td>494</td>
<td>Better than “E”</td>
</tr>
</tbody>
</table>

**There are not any recent traffic counts for Oakland Avenue.**

* Acceptable level of service for a two-lane minor arterial is “E” (575 VPH).

* Acceptable level of service for a four-lane minor arterial is “E” (1,540 VPH).

* Acceptable level of service for a five-lane minor arterial is “E” (1,540 VPH).

Average Daily Traffic Count (VDT): *Average daily traffic counts are based on ACHD’s most current traffic counts*

- There are not any recent traffic counts for Oakland Avenue.
- The average daily traffic count for Boise Avenue west of Broadway Avenue was 5,338 on 10/03/18.
- The average daily traffic count for Beacon Street east of Boise Avenue was 9,000 on 06/20/18.

D. Attachments

1. Vicinity Map
2. Site Plan
3. Standard Conditions of Approval
4. Appeal Guidelines
If you have any questions, please feel free to contact me at (208) 387-6293.

Sincerely,

Paige Bankhead
Planner II
Development Services

cc: City of Boise
Penelope Constantikes
November 12, 2019

BOISE CITY PLANNING & DEVELOPMENT DEPARTMENT
150 North Capitol Boulevard
Boise, Idaho 83701-0500

RE: CAA19-00070 & CVA19-00056
1216 S. Oakland Avenue

Ladies and Gentlemen:

The above-referenced application to remove the dilapidated structure and construct a parking lot at the above-referenced location has been received in this office. This law firm represents the interests of Ada County Drainage District No. 3 (the “District”). The project site lies within the District’s boundaries.

Providing all drainage will continue to be retained onsite, the District has no comment on the project located at 1216 S. Oakland Avenue.

The District is responsible for ensuring that its system complies with conditions of a National Pollution Discharge Elimination System (“NPDES”) permit issued by the Environmental Protection Agency to the District and other co-permittees, with regard to the quality of storm water runoff.

Approval of any proposed development is based upon the following conditions. Any proposed development must meet the storm water requirements of “ACHD” (if proposal is for a residential subdivision), or Boise City (if the proposal is for commercial, industrial, multi-family housing, or residential with private streets). This includes any and all requirements pertaining to on-site water detention, water quality treatment, and operation and maintenance. The project may also require a permit from the United States Army Corps of Engineers under their Section 404 permit program. If the work requires a permit from the Corps, the applicant will need to obtain their approval before starting work.
November 12, 2019
Page 2

These requirements are outlined in the ACHD Policy Manual and the Boise City Storm Water Management and Discharge Control Ordinance, the Boise City Storm Water Design Standards Manual, and the Boise City Operation and Maintenance Guidance document.

The objectives of these requirements are to adequately control the quantity and quality of storm water runoff into the District’s system and public waters. Compliance with these requirements will also address discharge limitations of “no net increase” in sediment and bacteria, required by the Lower Boise River Total Maximum Daily Load and the Idaho Department of Environmental Quality’s “no net increase” policy.

Additionally, the District must be notified of any conditions that result in a significant change to the quantity or quality of the storm water runoff from this site.

If you have any questions or comments concerning the above, please feel free to contact me. Thank you for your assistance.

Very truly yours,

ELAM & BURKE
A Professional Association

Ryan P. Armbruster

RPA/ksk

c: John Starr
   District Commissioners
   Steve Sweet
   Dean Callen

4844-0363-2300, v. 1
To: Planning and Development Services

From: Brian Murphy, Drainage Coordinator
Public Works

Subject: CUP19-00070; Drainage/Stormwater Comments

A drainage plan must be submitted and approved by Public Works prior to issuance of a building permit.

If you have any further questions contact Brian Murphy, 384-3752.
City of Boise Solid Waste staff has reviewed the application for this project and has the following comment(s):

City of Boise Solid Waste staff has reviewed the application for this project and has no comments. Solid waste is OK as planned.

The link below provides information regarding trash enclosure design and location requirements:

https://www.cityofboise.org/media/7186/commercialenclosurerequirements.pdf

Please contact me with any questions at 208-608-7555 or rwalkins@cityofboise.org.
Street lights are required. Contact Public Works for required facilities and location prior to submission of a building permit. (Final approved plans must accompany submitted building plans at time of permitting.)

Street lights are required at the following locations:

1. On the north side of driveway entrance a 25' bronze pole with a class "A" LED

As per Idaho Power requirements, the lights along the following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement. They shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Streetlight Approved Fixtures and Materials for a list of approved meter service cabinets.

1. Might be required

New Street Light installations shall conform to the current version of the Boise Standard Revisions, Idaho Standards for Public Works Construction.
(ISPWC) using approved LED fixtures listed in Streetlight Approved Fixtures and Materials.

Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.
Date: October 30, 2019

To: Planning and Development Services

From: Mike Sheppard P.E., Civil Engineer II
Public Works Department

Subject: CVA19-00056; 1216 S. Oakland Avenue; Sewer Comments

No comment.

If you have any further questions, please contact Mike Sheppard at 608-7504.
October 1, 2019

Identity Boise Apartments

RE: 1216 S. OAKLAND AVE – PARKING LOT CONDITIONAL USE PERMIT

Dear Commissioners:

My Business is located at 1825 W Beacon St, and I am writing to show my support for the proposed parking lot at 1216 S. Oakland Avenue.

A commercial parking lot will be a great benefit to our neighborhood by increasing the available parking. In addition to the many daytime users visiting our neighborhood, a commercial parking lot will be a resource for parents visiting their students and guests of residents.

Please support the proposed parking lot and approved the requested conditional use permit.

Thank you,

Tasha Zampierin
Property Manager
Good morning David,

My name is Tasha and I am the Property Manager at Identity Boise Apartments on located at 1825 W Beacon St. I am reaching out to express our interest and need for parking on the Oakland Ave. lot. We feel this would benefit the community around us. Please let me know if I can provide any further details!

Thank you,
Tasha Zampierin
Property Manager | Identity Boise
208.416.2800 | 1825 W Beacon St. | Boise, ID 83706
NZampieron@identityboise.com | www.IdentityBoise.com

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TO: Mayor and Boise City Council  
FROM: Nicolette Womack, Associate Planner  
HEARING DATE: February 11, 2020  
RE: CAR19-00030 & SUB19-00066 / 9831 & 9819 W Shields Ave  
Development Agreement Modification & Preliminary Plat

A minor modification to the Development Agreement for a planned residential development comprised of 14 single family homes on 1.90 acres located in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. A Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots is also included.

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Page 16 Project Report from January 6, 2020 P&Z Commission Hearing

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION

On January 6, 2020, the applicant requested a minor modification to the Development Agreement for a planned residential development comprised of 14 single family homes on 1.90 acres located in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. A Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots was also included. The Planning & Zoning Commission approved the PUD and recommended approval of the preliminary plat and development agreement modification request.

Earlier in 2019, the applicant received approval to rezone the property from R-1C to R-2D/DA for 16 units (CAR19-00003). Also included was a Development Agreement which identified future public roadways and an area for a future PUD and Subdivision to be comprised of 8 attached townhomes. These standards are not in effect until after completion of the three readings of the proposed ordinance which is scheduled to occur on February 4, 2020. As this is only a preliminary plat proposal, another application for final plat review will need to occur, which will take place well after the effective date of the ordinance.

The applicant proposes to modify the Development Agreement in order to allow 4 single-family homes in the area previously designated for 8 attached townhomes. The ongoing redevelopment of this area has provided opportunities to connect multiple developments with a future public roadway network. Compliance with the previously approved road network is also included in this proposal.

![Future Roadway Network](image-url)
The proposal includes construction of 14 single-family homes. Site access will be provided by way of two new public rights of way, Gardener Ln. and Kate Dr. Due to the limited width of Gardener Ln., on-street parking will be restricted to one side only. Kate Dr. will include on-street parking on both sides. A note on the final plat is required noting the parking restriction and ‘No Parking’ signs shall be installed. Curb, gutter and 5’ attached sidewalk will be included on both sides of the new rights of way and extended along Shields Ave. abutting the site. Two off-street parking spaces will be provided with each new single-family home and will be set back 20’ from the front property lines, accommodating guest parking within the driveway apron.

The site is large enough to accommodate the 14 detached single-family homes on the property, which is within the allowed density of the R-2 zone (14.5 dwelling units/acre) and the restrictions outlined within the Development Agreement. The planned unit development is requesting waivers to the dimensional standards, which include reduced lot sizes and lot widths. Only the interior street side setback adjacent Kate Dr. is reduced to an interior side setback. The Planning Team is in support of these requests as they are interior to the development and create more useable building envelopes, without adversely impacting the adjacent properties. These requests also allow development of the property in a pattern consistent with the existing R-1C zoning. Lastly, the development is over one acre in size, requiring two amenities. A pathway easement will be dedicated for public pedestrian use and access to the Spoils Bank Canal in the southeast corner of the subject property. Public access to the nearby Optimist Youth Sports Complex is also within 0.23 miles from the site.

With the recommended conditions of approval, the proposed development will be compatible with the area as it is surrounded by a variety of uses and meets or exceed the perimeter setback requirements. The Planning & Zoning Commission approved the PUD and recommended approval of the preliminary plat and development agreement modification request on the consent agenda.
CONCLUSION & RECOMMENDATION
The Commission recommended approval based on the following reason statements:

Development Agreement Modification
The project complies with Boise City Code Section 11-03-04.2 (Development Agreement). The modifications to the Development Agreement are in compliance with the Comprehensive Plan as the public road extensions are still included in the agreement. This in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. Although the previous townhome design was also in compliance with the Comprehensive Plan, modifying the Development Agreement to allow this proposal would also comply with the adjacent R-1C zoning. This is consistent with Goal NAC3.1 (a) as it complements the scale and character of the surrounding neighborhood as well. The modifications are in the best interests of the public convenience and general welfare and comply with the original intent of the Development Agreement which was to establish a road network and an appropriate maximum number of units for this development. The design has reduced the overall number of units from the original proposal, mirroring the surrounding neighborhood. This also maintains and preserves compatibility with the surrounding zoning and development.

Subdivision
As further detailed in the project report, the project complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary and final plat are consistent with the Development Code and the Comprehensive Plan.
January 8, 2020

Wendy Klahr  
Dark Horse Associates, LLC  
47150 SE 162nd St  
North Bend, WA 98045  
wdklahr@gmail.com  
(sent via email)

Re:   CAR19-00030, PUD19-00038 & SUB19-00066 / 9831 & 9819 W Shields Ave

Dear Applicant:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request for a conditional use permit for a planned residential development comprised of 14 single family homes on 1.90 acres located at in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. A minor modification to the Development Agreement is also included, as well as a Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots.

The Boise City Planning and Zoning Commission, at their hearing of January 6, 2020, approved your conditional use request, based on compliance with the attached Reason for the Decision and Conditions of Approval.

May we also take this opportunity to inform you of the following:

1. This conditional use approval will not take effect until after the appeal period has lapsed.

2. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at: http://pds.cityofboise.org/.

3. All appeals of this conditional use permit must be filed by 5:00 P.M., on January 16, 2020.

4. If this Conditional Use Permit is not acted upon within two (2) years, it will become null and void without further notification from this Department.
This letter constitutes your Conditional Use Permit.

The Boise City Planning and Zoning Commission, at their meeting on January 6, 2020, recommended to the Mayor and Boise City Council approval of the modification to a Development Agreement request and the preliminary plat of the Zephyr Subdivision based on the attached Reason for the Decision.

These applications will be considered by the Boise City Council to establish a public hearing date. You will be notified of the established hearing date.

Questions can be directed to me at (208) 608-7090 or nwomack@cityofboise.org.

Sincerely,

Nicolette Womack
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

NW/mh
cc: Richard Llewellyn / North West Neighborhood Association / llewelr@gmail.com
Reason for the Decision

**Planned Unit Development**
The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The project is compatible with the surrounding neighborhood, as it has a similar residential density and like-yard setbacks. Only internal setback, lot size and width reductions are proposed. Correspondence received from commenting agencies confirm the use will not place an undue burden on the transportation system or other services in the vicinity. The site is large enough to accommodate the use as required by the Development Code. The proposed development will not adversely affect other property in the vicinity as it meets the density, height, and parking requirements of the zone and Development Agreement. The public road extensions will connect multiple developments, furthering the overall connectivity of the neighborhood. The development is in compliance with the Comprehensive Plan as Goal CC1.1 encourages infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure. The public road extensions are in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. The lot layout also complies with the adjacent R-1C zoning standards. This is consistent with Goal NAC3.1 (a) as it complements the scale and character of the surrounding neighborhood. Lastly, the dedication of the public pathway to the Spoils Bank Canal in the southeast corner of the property is in compliance with Principle GDP-N.1(a) which promotes providing pathways to connect different areas of the neighborhood.

**Development Agreement Modification**
The project complies with Boise City Code Section 11-03-04.2 (Development Agreement). The modifications to the Development Agreement are in compliance with the Comprehensive Plan as the public road extensions are still included in the agreement. This is in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. Although the previous townhome design was also in compliance with the Comprehensive Plan, modifying the Development Agreement to allow this proposal would also comply with the adjacent R-1C zoning. This is consistent with Goal NAC3.1 (a) as it complements the scale and character of the surrounding neighborhood as well. The modifications are in the best interests of the public convenience and general welfare and comply with the original intent of the Development Agreement which was to establish a road network and an appropriate maximum number of units for this development. The design has reduced the overall number of units from the original proposal, mirroring the surrounding neighborhood. This also maintains and preserves compatibility with the surrounding zoning and development.

**Subdivision**
As further detailed in the project report, the project complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary and final plat are consistent with the Development Code and the Comprehensive Plan.
Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received November 26, 2019, and the revised plans on December 16, 2019, except as expressly modified the following conditions:

2. CAR19-00003 shall be effective and published before final plat submittal.

3. The following Development Agreement requirements shall be met:
   a. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.
   b. Within one year of the date City Council approves the rezone, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.
   c. The Development Agreement shall be revised to reference and attach the updated site plan received on December 16, 2019.

Agency Requirements

4. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Ada County Highway District (December 26, 2019);
   b. Boise Valley Irrigation Ditch Co. (December 13, 2019); and
   c. Central District Health Department (December 9, 2019).

5. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   a. Drainage (November 27, 2019);
   b. Sewer (November 29, 2019);
   c. Sewer Irrigation (November 29, 2019);
   d. Solid Waste (November 29, 2019); and
   e. Street Lights (December 3, 2019).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.
6. The applicant shall comply with all requirements of the Boise Fire Department comments received December 26, 2019. Any deviation from this plan is subject to Fire Department approval. For additional information, contact Ron Johnson at 208-570-6500.

7. The applicant shall comply with all requirements of the Boise City Building Department comments received December 3, 2019.

Subdivision:

8. The following notes shall be placed on the face of the Final Plat stating:

   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD19-00038 and SUB19-00066.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00038, at the time of issuance of individual building permits.

   c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.

   d. Parking shall be restricted to only one side of Gardener Ln. These areas will be signed for “No Parking”.

   e. The pedestrian pathway easement shall be dedicated to the public for pedestrian use and access.

9. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder’s Office.

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
   f. Certificate of the Boise City Clerk,
   g. Certificate of the Ada County Surveyor, and
   h. Signature of the Ada County Treasurer.
10. The subdivision name shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur, the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

11. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat (B.C.C. 11-09-03.4E).

12. A letter of acceptance for water service from the utility providing service is required (B.C.C. 11-09-04.3).

13. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

14. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."

   Contact: Dan Frasier, Postmaster
   770 S. 13th St.
   Boise, ID 83708-0001
   Phone No. (208) 433-4301
   Fax No. (208) 433-4400

15. A letter from the appropriate school district is required stating, “The Developer has made arrangements to comply with all requirements of the School District.”

16. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,
   
   OR

   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

   NOTE: “No Parking” signs shall be installed in accordance with the requirements of the International Fire Code (BCC 7-0-32, IFC 503.8). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.
17. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

18. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements of the Boise City Code, is to be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

19. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

20. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications must be executed:
   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District.

21. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.
   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.
   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.
   c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.
22. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-04.1. If a Non-Building Agreement is approved by Boise City Fire Department, no building permits shall be submitted until a “Satisfaction of Non-Building Agreement” is recorded.

23. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.

**Standard Conditions of Approval**

24. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

25. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

26. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

27. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.

28. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

29. In compliance with the Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling 208-608-7700. Species shall be selected from the Boise City Tree Selection Guide.

30. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5’ to 6’ in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

31. Utility services shall be installed underground.
32. Any outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) footcandles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

33. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or an authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

34. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

35. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

36. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.

37. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

38. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

39. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.
40. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
CAR19-00030 / Dark Horse Associates, LLC
9831 & 9819 W Shields Ave
A minor modification to a Development Agreement which was previously approved for 1.9 acres in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. Nicolette Womack

PUD19-00038 / Dark Horse Associates, LLC
9831 & 9819 W Shields Ave
Conditional use permit for a planned residential development comprised of 14 detached single-family dwellings on 1.9 acres located in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone.
Nicolette Womack

SUB19-00066 / Zephyr Subdivision
9831 & 9819 W Shields Ave
Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots on 1.9 acres located in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone.
Nicolette Womack

RESULT: APPROVED [7 TO 0]
MOVER: Tamara Ansotegui, Co-Chair
SECONDER: Meredith Stead, Commissioner
AYES: Ansotegui, Stevens, Gillespie, Stead, Finfrock, Bratnober, Schafer
ABSTAIN: Ben Zuckerman
UNANIMOUS APPROVAL TO PLACE ON CONSENT
ALL IN FAVOR, MOTION CARRIED
PUD19-00038, CAR19-00030 & SUB19-00066 / Dark Horse Associates, LLC

Summary
The applicant requests a conditional use permit for a planned residential development comprised of 14 single family homes on 1.90 acres located at 9831 & 9819 W Shields Ave in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. A minor modification to the Development Agreement is also included, as well as a Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots.

Prepared By
Nicolette Womack, Associate Planner

Recommendation
Approval with conditions

Reason for the Decision
Planned Unit Development
The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The project is compatible with the surrounding neighborhood, as it has a similar residential density and like-yard setbacks. Only internal setback, lot size and width reductions are proposed. Correspondence received from commenting agencies confirm the use will not place an undue burden on the transportation system or other services in the vicinity. The site is large enough to accommodate the use as required by the Development Code. The proposed development will not adversely affect other property in the vicinity as it meets the density, height, and parking requirements of the zone and Development Agreement. The public road extensions will connect multiple developments, furthering the overall connectivity of the neighborhood. The development is in compliance with the Comprehensive Plan as Goal CC1.1 encourages infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure. The public road extensions are in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. The lot layout also complies with the adjacent R-1C zoning standards. This is consistent with Goal NAC3.1 (a) as it complements the scale and character of the surrounding neighborhood. Lastly, the dedication of the public pathway to the Spoils Bank Canal in the south east corner of the property is in compliance with Principle GDP-N.1(a) which promotes providing pathways to connect different areas of the neighborhood.

Development Agreement Modification
The project complies with Boise City Code Section 11-03-04.2 (Development Agreement). The modifications to the Development Agreement are in compliance with the Comprehensive Plan as the public road extensions are still included in the agreement.
This in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. Although the previous townhome design was also in compliance with the Comprehensive Plan, modifying the Development Agreement to allow this proposal would also comply with the adjacent R-1C zoning. This is consistent with Goal NAC3.1 (a) as it complements the scale and character of the surrounding neighborhood as well. The modifications are in the best interests of the public convenience and general welfare and comply with the original intent of the Development Agreement which was to establish a road network and an appropriate maximum number of units for this development. The design has reduced the overall number of units from the original proposal, mirroring the surrounding neighborhood. This also maintains and preserves compatibility with the surrounding zoning and development.

**Subdivision**

As further detailed in the project report, the project complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary and final plat are consistent with the Development Code and the Comprehensive Plan.
North of adjacent property to the west looking southeast across subject property.

North of the subject property looking south.
North of adjacent property to the east looking southwest across the property.

North of property looking northwest across the street
On property looking north across the street.

On property looking northeast across the street.
November 25, 2019

City of Boise
Planning & Development Services
150 Capitol Blvd.
Boise, Idaho 83702

RE: PUD Application for 9831 & 9819 Shields Ave, Boise

To whom it may concern:

Dark Horse Associates, LLC (Dark Horse) as applicant and applicant representative for the properties at the above referenced addresses hereby applies for a planned unit development (PUD) to accompany its subdivision of those properties, consisting of 1.89 acres, into 14 single family residential building lots.

The current intent of this development is to provide affordable housing through the efforts of Leap Charities, LLC, which has already completed two affordable projects on this street. In an effort to achieve the lowest price per lot possible (in the interest of ultimate home affordability), we are also including this PUD application to allow for the slightly smaller lot sizes and lot frontage widths. Even with these minor deviations, the overall density will remain below the maximum allowed by the current zoning.

The single family nature of the development meets the intent of the R-1C zoning. While the average lot width and average lot size are just shy of the R1C requirements, the overall density of the project is below the maximum density allowed in R-1C. Additionally, all side, front, and rear setbacks will conform to the R-1C standard. One amenity of this development that led to the narrower lot widths along the southern boundary was the dedicated pathway to the Spoils Bank Canal for the enjoyment of, not only the subdivision residents, but the general public at large. Another component of this development that led to the narrower lot widths and smaller lot sizes was the staff’s understandable desire to provide east-west connectivity via public right-of-way as well as interior roadways that met public ROW standards. We gladly provided both of these elements in the subdivision plan; however, these two changes caused a slight decrease in the overall lot averages.

This development has the additional amenity of being very close to the Optimists Youth Sports Complex, a 51-acre park located at 9889 W. Hill Rd Pwky. The park features sports fields, open play areas, a fishing pond and public art.

We are excited to bring another responsible development project to the City of Boise and look forward to working together to ensure the success of this project moving forward.

Thank you for your consideration.

Wendy Klahr
Hi Nicolette! I have written comments below:

Wendy D. Klahr
Washington Broker, Kelly Right RE of Seattle
Washington Attorney at Law
Idaho Associate Broker, Kelly Right Real Estate
Ph: 425.200.4422
Ph: 208.284.2430
wdklahr@gmail.com
Zillow Premier Agent

On Wed, Dec 11, 2019 at 8:06 AM Nicolette Womack <nwomack@cityofboise.org> wrote:

Wendy,

I am writing to follow up on our phone call. I need the following questions addressed to complete my review. I need any revised plans by Tuesday, December 17th.

1. Is perimeter fencing proposed? If so how tall and what type? Horizontal Slat Fence around perimeter. Less than 6’ - probably 4-5’.

2. What are the street names for the internal streets? N/S is Gardner Ln, E/W is Kate Dr

3. Lot 6 of Block 1 and Lot 6 of Block 2 would be required to provide a 20’ street side setback on the south side. Would you like to request a reduction to that? This is possible as it’s internal to the project within the PUD. Yes please. We would like to reduce this setback to a side setback standard.
4. Will on street parking be available? If so, how many spaces? **On street parking will not be used in the parking calculations. While people may, in reality, park on the street, all parking required by code will be contained within each lot.**

5. Has the Subdivision name been reserved with Ada County? Submit email for inclusion in the record. **Subdivision Name has not been reserved. We will submit request asap. What is the process for changing the name of the sub if Bart wants to?**

6. Micro-paths are required a five-foot wide landscape area on both sides of the path and be maintained either by the abutting property owner or homeowners association. Please revise to include the east landscape buffer on this subject property. You may choose to shift the lots on the south side accordingly. It's important to note fencing along micro-paths if solid cannot exceed 4’ in height. **We only drew it this way because we were told this was one of the options - I wish we hadn’t been told this - could have saved some money for this affordable project on having to redraw it. I'll get this submitted and sent over to you asap.**

Let me know if you have additional questions.

Thank you,

Nicolette Womack
Assoc. Planner, Current Planning & Subdivisions
Planning and Development Services
Office: 208-608-7090 | Fax: 208-384-3753
nwomack@cityofboise.org

Making Boise the most livable city in the country.
DEVELOPMENT AGREEMENT

This Agreement entered into this 1st day of July, 2019, by and between the City of Boise City, hereinafter referred to as “City,” and Dark Horse Associates, LLC, the owner of the real property described herein (Exhibit A) and the Applicant for Boise City rezone case number CAR19-00003, hereafter referred to as “Developer.”

RECITALS

WHEREAS, the Developer has applied to the City for a conditional rezone to R-2D/DA of the property described herein (Exhibit A) for the purpose of reserving space appropriate for future right-of-way and up to 8 attached townhomes under application to be made in the future; and

WHEREAS, the City, pursuant to Boise City Code Section 11-03-04.2 and Idaho Code §67-6511A, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which the requested zoning may not be consistent with the Idaho Code and the Boise City Code; and

WHEREAS, the City’s Planning & Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and planned development of the Property and this Agreement; and

WHEREAS, it is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement and the amendments hereto.
NOW THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Description and Location of Property; Size of Property; Present Zoning:** This conditional R-2D/DA zone shall apply to the property owned by Developer, hereinafter referred to as “the Property” and specifically legally described in “EXHIBIT A.” The commonly-associated address of the property is 9819 & 9831 W Shields Ave, Boise ID 83714, which are identified as the following parcel(s) R7334190815 AND R7334190820 (Exhibit A). The property is approximately 1.896 acres. The property was formerly zoned by Boise City as R-1C.

2. **Use Permitted by this Agreement:** The uses allowed pursuant to this conditional rezone as reflected in this Agreement are the future dedication of right-of-way for a road to parallel the existing canal on adjacent property, AND the construction of up to 8 attached townhomes under appropriate application to be submitted in the future. Such future development shall only occur on Parcels D as proposed under ROS19-00008 AND ROS19-00009. Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the conditional R-2D/DA zone. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the Boise City Code. In the event the Developer changes or expands the use permitted by this Agreement without formal modification of this Agreement as allowed by the Boise City Code, the Developer shall be in default of this Agreement.

3. **Construction of Use in Conditional Zone:** The development and site work shall be constructed in accordance with a Conceptual Site Plan (Exhibit B), to be submitted in the future, but shall nonetheless be consistent with the Development Standards set forth below as well as the original conditions of approval (Exhibit C).
Development Standards: The following items, requirements, and conditions shall be applied to the rezoning the Property to a R-2D/DA zone.

A. General: The future development shall incorporate right-of-way no less than 41’ wide, with sidewalk, curb, and gutter on at least one side of the right-of-way. The right-of-way, which shall be dedicated to the Ada County Highway District and constructed to its standards, shall traverse the property east to west with the southern boundary of the right-of-way being approximately 127’ north of and parallel to the existing southern boundary of the property.

B. Development Type and Density: The development shall consist of the right-of-way and up to 8 attached townhomes, which shall be subject to future application and design review. The overall density of the subject property shall not exceed 16 dwelling units.

C. Property Ingress and Egress: Access to the future townhomes shall be taken from the future right-of-way.

D. Landscaping: Developer shall construct a pathway running from the proposed right-of-way directly south to the southern boundary of the property for future greenbelt access. The exact location and design of this pathway shall be determined with any subsequent development application associated with this area of the project.

Failure to construct the development consistent with this Agreement and the Boise City Zoning Ordinance or construction in variance with this Agreement, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

4. Default: In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be
modified or terminated by the Boise City Council upon compliance with the requirements of the Boise City Code.

A. In the event the Boise City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default.

B. In the event the Boise City Council, after compliance with the requirements of the Boise City Code, determines that this Agreement shall be terminated as a result of the default, the zoning of the property shall revert to R-1C. All uses of the Property which are not consistent with R-1C zoning or otherwise approved by the City of Boise shall cease.

C. A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5. Consent to Rezone: Developer, Developer's heirs, successors, assigns and personal representatives, by entering into this Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement in connection with the Property, after compliance with the requirements of Boise City Code, that this Agreement shall serve as consent to a rezone of the Property to R-1C zoning, as provided in Idaho Code §67-6511A.

6. Notices: Any and all notices required to be given by either of the parties hereto, shall be in writing and be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

9819 & 9831 W Shields Ave, Boise ID 83714 | Development Agreement | CAR19-00003 | 4 of 11
a.) To the City:
Director, Planning and Development Services Department
City of Boise City
P.O. Box 500
Boise, Idaho 83701-0500

b.) To the Developer:
Dark Horse Associates, LLC
Attn: Wendy Klahr
47150 SE 162nd St
North Bend, WA 98045

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. Developer expressly agrees to notify any successors and assigns of the need to provide City with a current address. In the event any successor or assign fails to provide an address, City obligations of mailing shall be deemed accomplished by use of the address on file with the County Tax Assessor.

7. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney’s fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

8. **Time Is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that
the failure to timely perform any of the obligations hereunder shall constitute a breach of
and a default under this Agreement by the party so failing to perform.

9. **Binding Upon Successors:** This Agreement shall be binding upon and inure to the benefit
of the parties’ respective successors, assigns and personal representatives, including City’s
corporate authorities and their successors in office. This Agreement shall be binding on
the owner of the property, each subsequent owner and each other person acquiring an
interest in the property. This Agreement shall run with the land.

10. **Requirement for Recordation:** The Developer shall record this document, including all
Exhibits, prior to the formal adoption of CAR19-00003 by the Boise City Council. Failure
to comply with this section shall be deemed a default of this Agreement by the Developer.
If for any reason after such recordation the Boise City Council fails to adopt CAR19-00003,
City shall execute and record an appropriate instrument of release of this Agreement.

11. **Effective Date:** This Agreement shall not be effective until CAR19-00003 has been
approved and published by the City.

12. **Expiration:** This Agreement shall automatically expire 5 (five) years from the date of
approval unless the Developer elects to extend this Agreement for an additional period of
5 (five) years, which election shall be made in writing and recorded appropriately. Upon
expiration, the property shall revert to the original zoning and all shall be as it was.

13. **Invalid Provisions:** If any provision of this Agreement is held not valid, such provision
shall be deemed to be excised there from and the invalidity thereof shall not affect any of
the other provisions contained herein.
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this 82nd day of Aug., 2019.

BOISE CITY

By: [Signature]

David H. Bieter, Mayor

ATTEST:

Lynda Lowry, City Clerk

DEVELOPER

By: [Signature]

Wendy Klahr, Manager/Member
ACKNOWLEDGMENT

STATE OF IDAHO )
) ss.
County of Ada )

On this 22nd day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bieter, known or identified to me to be the Mayor of the City of Boise City, the municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

TRACY HALL
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 12/11/20

STATE OF IDAHO )
) ss.
County of Ada )

On this 1st day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Wendy Klahr, manager of Dark Horse Associates, LLC, known or identified to me to be the person that executed the foregoing said instrument, and acknowledged to me that he/she executed the same.

SUSAN L. COOLEY
NOTARY PUBLIC
STATE OF WASHINGTON

Notary Public for Idaho
Residing at: Mountain Home, ID
My Commission expires: 11/30/21

9819 & 9831 W Shields Ave, Boise ID 83714 | Development Agreement | CAR19-00003 | 8 of 11
Exhibit A
Property Legal Description

Lot 15 in Block 3, Randall Acres Subdivision No. 8, according to the plat thereof, filed in Book 13 of Plats at page(s) 805-806, records of Ada County, Idaho.

AND

Lot 16 in Block 3, Randall Acres Subdivision No. 8, according to the plat thereof, filed in Book 13 of Plats at page(s) 805-806, records of Ada County, Idaho.
Exhibit B
Conceptual Site Plan

9.B.a
Packet Pg. 399
Exhibit C
Action Letter from Boise City Council
(attached)
June 5, 2019

Wendy Klahr  
Dark Horse Associates, LLC  
47150 SE 162nd Street  
North Bend, WA 98045  
wdklahr@gmail.com  
(sent via email)

Re: CAR19-00003 / 9819 & 9831 W. Shields Avenue

Dear Ms. Klahr:

This letter is to inform you of the action taken by the Boise City Council on your request to rezone 1.89 acres from R-1C (Single Family Residential – 8 units/acre) to R-2D/DA (Medium Density Residential with Design Review and Development Agreement).

The Boise City Council, at their meeting of May 21, 2019, approved your request as per the recommendations and findings of the Planning and Zoning Commission formally adopted by the Boise City Council on June 4, 2019. Attached is the Reason for the Decision.

This final decision by the Boise City Council includes the notice to the applicant of the applicant’s rights to request a regulatory taking analysis pursuant to Idaho Code 67-8003.

It will be necessary for the Boise City Council to present three readings of the proposed ordinance before the completion of the rezone.

If you have any questions, please contact Leon Letson at (208) 608-7085 or lleston@cityofboise.org.

Sincerely,

Cody Riddle  
Deputy Planning Director  
Boise City Planning and Development Services Dept.

CR/sj

CC: North West Neighborhood Association / Richard Llewellyn / jlewellyn@gmail.com (sent via email)
Reason for the Decision

The requested rezone meets the approval criteria of B.C.C. Section 11-03-04.B(7)(c). It is consistent with the Comprehensive Plan. The property is designated “Compact” on the Land Use Map and R-2D is a permissible implementing zone in this designation. Furthermore, there are several principles within the Comprehensive Plan that encourage new housing that complements the surrounding neighborhood and does not require the costly extension of infrastructure (Principles NAC3.1(a) and CC1.1). Single family homes surround the subject property and all necessary utilities and infrastructure are readily available to the site. Principle NAC3.2 supports residential infill and redevelopment in areas identified as suitable for change within the “Areas of Stability and Change” maps. This area of the Northwest Planning Area has been identified as anticipated for “Significant New Development/Redevelopment.” The new public streets proposed with the development agreement are supported by Principles CC2.1(a), CC2.1(b), GDPN.1(a) and NW-C1.3 because they offer improved connectivity to the broader neighborhood. The rezone is also in the best interest of the public. The property is currently zoned R-1C (Single Family Residential), which has a maximum density of 8 units per acre. The change in zoning will accommodate additional residents that can take advantage of existing services, infrastructure and amenities in the area. The development agreement included in the application will ensure compatibility with the surrounding neighborhood is maintained.

Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received February 26, 2019, including the revised Development Agreement received March 25, 2019, except as expressly modified by the following conditions:

2. Prior to the rezone being scheduled for consideration by the City Council, the applicant shall complete the development agreement associated with the subject property as required by the following conditions and approved by the City Attorney.
   a. Language concerning the proposed future right of way width should be modified to reflect a minimum of 41’, vs. 36’ to accommodate a complete public roadway, including travel lanes, on-street parking, curb, gutter, and attached sidewalks.
   b. The agreement shall reference the approved site plan and include an exhibit of this plan.
   c. Upon approval of the rezone, the applicant shall submit a final revised copy of the development agreement for review and ordinance passage.
d. Within one year of the date City Council approves the rezone, the development agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the development agreement within the one-year time frame shall automatically render approval of this rezone null and void.
DEVELOPMENT AGREEMENT

This Agreement entered into this 1st day of July, 2019, by and between the City of Boise City, hereinafter referred to as “City,” and Dark Horse Associates, LLC, the owner of the real property described herein (Exhibit A) and the Applicant for Boise City rezone case number CAR19-00003, hereafter referred to as “Developer.”

RECITALS

WHEREAS, the Developer has applied to the City for a conditional rezone to R-2D/DA of the property described herein (Exhibit A) for the purpose of reserving space appropriate for future right-of-way and up to 8 attached townhomes under application to be made in the future; and

WHEREAS, the City, pursuant to Boise City Code Section 11-03-04.2 and Idaho Code §67-6511A, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which the requested zoning may not be consistent with the Idaho Code and the Boise City Code; and

WHEREAS, the City’s Planning & Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and planned development of the Property and this Agreement; and

WHEREAS, it is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement and the amendments hereto.
NOW THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Description and Location of Property; Size of Property; Present Zoning:** This conditional R-2D/DA zone shall apply to the property owned by Developer, hereinafter referred to as "the Property" and specifically legally described in "EXHIBIT A." The commonly-associated address of the property is 9819 & 9831 W Shields Ave, Boise ID 83714, which are identified as the following parcel(s) R7334190815 AND R7334190820 (Exhibit A). The property is approximately 1.896 acres. The property was formerly zoned by Boise City as R-1C.

2. **Use Permitted by this Agreement:** The uses allowed pursuant to this conditional rezone as reflected in this Agreement are the future dedication of right-of-way for a road to parallel the existing canal on adjacent property, AND the construction of up to 9 individual lots under appropriate application to be submitted in the future. Such future development shall only occur on Parcels D as proposed under ROS19-00008 AND ROS19-00009. Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the conditional R-2D/DA zone. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the Boise City Code. In the event the Developer changes or expands the use permitted by this Agreement without formal modification of this Agreement as allowed by the Boise City Code, the Developer shall be in default of this Agreement.

3. **Construction of Use in Conditional Zone:** The development and site work shall be constructed in accordance with a Conceptual Site Plan (Exhibit B), to be submitted in the future, but shall nonetheless be consistent with the Development Standards set forth below as well as the original conditions of approval (Exhibit C).
Development Standards: The following items, requirements, and conditions shall be applied to the rezoning the Property to a R-2D/DA zone.

A. General: The future development shall incorporate right-of-way no less than 41' wide, with sidewalk, curb, and gutter on at least one side of the right-of-way. The right-of-way, which shall be dedicated to the Ada County Highway District and constructed to its standards, shall traverse the property east to west with the southern boundary of the right-of-way being approximately 103' north of and parallel to the existing southern boundary of the property.

B. Development Type and Density: The development shall consist of the right-of-way and up to 14 detached SFR, 4 attached townhomes, which shall be subject to future application and design review. The overall density of the subject property shall not exceed 16 dwelling units.

C. Property Ingress and Egress: Access to the future townhomes shall be taken from the future right-of-way.

D. Landscaping: Developer shall construct a pathway running from the proposed right-of-way directly south to the southern boundary of the property for future greenbelt access. The exact location and design of this pathway shall be determined with any subsequent development application associated with this area of the project.

Failure to construct the development consistent with this Agreement and the Boise City Zoning Ordinance or construction in variance with this Agreement, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

4. Default: In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be
modified or terminated by the Boise City Council upon compliance with the requirements of the Boise City Code.

A. In the event the Boise City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default.

B. In the event the Boise City Council, after compliance with the requirements of the Boise City Code, determines that this Agreement shall be terminated as a result of the default, the zoning of the property shall revert to R-1C. All uses of the Property which are not consistent with R-1C zoning or otherwise approved by the City of Boise shall cease.

C. A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5. **Consent to Rezone:** Developer, Developer's heirs, successors, assigns and personal representatives, by entering into this Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement in connection with the Property, after compliance with the requirements of Boise City Code, that this Agreement shall serve as consent to a rezone of the Property to R-1C zoning, as provided in Idaho Code §67-6511A.

6. **Notices:** Any and all notices required to be given by either of the parties hereto, shall be in writing and be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:
a.) To the City:
Director, Planning and Development Services Department
City of Boise City
P.O. Box 500
Boise, Idaho 83701-0500

b.) To the Developer:
Dark Horse Associates, LLC
Attn: Wendy Klahr
47150 SE 162nd St
North Bend, WA 98045

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. Developer expressly agrees to notify any successors and assigns of the need to provide City with a current address. In the event any successor or assign fails to provide an address, City obligations of mailing shall be deemed accomplished by use of the address on file with the County Tax Assessor.

7. **Attorney Fees**: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney’s fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

8. **Time is of the Essence**: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that
the failure to timely perform any of the obligations hereunder shall constitute a breach of
and a default under this Agreement by the party so failing to perform.

9. **Binding Upon Successors:** This Agreement shall be binding upon and inure to the benefit
of the parties' respective successors, assigns and personal representatives, including City's
corporate authorities and their successors in office. This Agreement shall be binding on
the owner of the property, each subsequent owner and each other person acquiring an
interest in the property. This Agreement shall run with the land.

10. **Requirement for Recordation:** The Developer shall record this document, including all
Exhibits, prior to the formal adoption of CAR19-00003 by the Boise City Council. Failure
to comply with this section shall be deemed a default of this Agreement by the Developer.
If for any reason after such recordation the Boise City Council fails to adopt CAR19-00003,
City shall execute and record an appropriate instrument of release of this Agreement.

11. **Effective Date:** This Agreement shall not be effective until CAR19-00003 has been
approved and published by the City.

12. **Expiration:** This Agreement shall automatically expire 5 (five) years from the date of
approval unless the Developer elects to extend this Agreement for an additional period of
5 (five) years, which election shall be made in writing and recorded appropriately. Upon
expiration, the property shall revert to the original zoning and all shall be as it was.

13. **Invalid Provisions:** If any provision of this Agreement is held not valid, such provision
shall be deemed to be excised there from and the invalidity thereof shall not affect any of
the other provisions contained herein.

9819 & 9831 W Shields Ave, Boise ID 83714 | Development Agreement | CAR19-00003 | 6 of 11
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.
Dated this 22nd day of Aug., 2019.

BOISE CITY
By: ____________________________

David H. Bieter, Mayor

ATTEST:

Lynda Lowry, City Clerk

DEVELOPER
By: ____________________________

Wendy Klarh, Manager/Member
ACKNOWLEDGMENT

STATE OF IDAHO  )

County of Ada  ) ss.

On this _______ day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bieter, known or identified to me to be the Mayor of the City of Boise City, the municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Tracy Hall Johnson
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 12/11/20

STATE OF IDAHO  )

County of Ada  ) ss.

On this _______ day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Wendy Klahr, manager of Dark Horse Associates, LLC, known or identified to me to be the person that executed the foregoing said instrument, and acknowledged to me that he/she executed the same.

Susan L. Cooley
Notary Public for Idaho
Residing at: Mountain Home, ID
My Commission expires: 11/11/21

9819 & 9831 W Shields Ave, Boise ID 83714 | Development Agreement | CAR19-00003 | 8 of 11
Exhibit A
Property Legal Description

Lot 15 in Block 3, Randall Acres Subdivision No. 8, according to the plat thereof, filed in Book 13 of Plats at page(s) 805-806, records of Ada County, Idaho.

AND

Lot 16 in Block 3, Randall Acres Subdivision No. 8, according to the plat thereof, filed in Book 13 of Plats at page(s) 805-806, records of Ada County, Idaho.
Exhibit C
Action Letter from Boise City Council
(attache)
June 5, 2019

Wendy Klahr  
Dark Horse Associates, LLC  
47150 SE 162nd Street  
North Bend, WA 98045  
wdklahr@gmail.com  
(sent via email)

Re: CAR19-00003 / 9819 & 9831 W. Shields Avenue

Dear Ms. Klahr:

This letter is to inform you of the action taken by the Boise City Council on your request to rezone 1.89 acres from R-1C (Single Family Residential – 8 units/acre) to R-2D/DA (Medium Density Residential with Design Review and Development Agreement).

The Boise City Council, at their meeting of May 21, 2019, approved your request as per the recommendations and findings of the Planning and Zoning Commission formally adopted by the Boise City Council on June 4, 2019. Attached is the Reason for the Decision.

This final decision by the Boise City Council includes the notice to the applicant of the applicant’s rights to request a regulatory taking analysis pursuant to Idaho Code 67-8003.

It will be necessary for the Boise City Council to present three readings of the proposed ordinance before the completion of the rezone.

If you have any questions, please contact Leon Letson at (208) 608-7085 or lleston@cityofboise.org.

Sincerely,

Cody Riddle  
Deputy Planning Director  
Boise City Planning and Development Services Dept.

CR/sj

Cc: North West Neighborhood Association / Richard Llewellyn / jessyl5@gmail.com (sent via email)
Reason for the Decision

The requested rezone meets the approval criteria of B.C.C. Section 11-03-04.B(7)(c). It is consistent with the Comprehensive Plan. The property is designated "Compact" on the Land Use Map and R-2D is a permissible implementing zone in this designation. Furthermore, there are several principles within the Comprehensive Plan that encourage new housing that complements the surrounding neighborhood and does not require the costly extension of infrastructure (Principles NAC3.1(a) and CC1.1). Single family homes surround the subject property and all necessary utilities and infrastructure are readily available to the site. Principle NAC3.2 supports residential infill and redevelopment in areas identified as suitable for change within the "Areas of Stability and Change" maps. This area of the Northwest Planning Area has been identified as anticipated for "Significant New Development/Redevelopment." The new public streets proposed with the development agreement are supported by Principles CC2.1(a), CC2.1(b), GDP1.1(a) and NW-C1.3 because they offer improved connectivity to the broader neighborhood. The rezone is also in the best interest of the public. The property is currently zoned R-1C (Single Family Residential), which has a maximum density of 8 units per acre. The change in zoning will accommodate additional residents that can take advantage of existing services, infrastructure and amenities in the area. The development agreement included in the application will ensure compatibility with the surrounding neighborhood is maintained.

Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received February 26, 2019, including the revised Development Agreement received March 25, 2019, except as expressly modified by the following conditions:

2. Prior to the rezone being scheduled for consideration by the City Council, the applicant shall complete the development agreement associated with the subject property as required by the following conditions and approved by the City Attorney.

   a. Language concerning the proposed future right of way width should be modified to reflect a minimum of 41', vs. 36' to accommodate a complete public roadway, including travel lanes, on-street parking, curb, gutter, and attached sidewalks.

   b. The agreement shall reference the approved site plan and include an exhibit of this plan.

   c. Upon approval of the rezone, the applicant shall submit a final revised copy of the development agreement for review and ordinance passage.
d. Within one year of the date City Council approves the rezone, the development agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the development agreement within the one-year time frame shall automatically render approval of this rezone null and void.
Property Information

Address

<table>
<thead>
<tr>
<th>Street Number:</th>
<th>Prefix:</th>
<th>Street Name:</th>
<th>Unit #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>9819</td>
<td>W</td>
<td>SHIELDS AVE</td>
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</table>

<table>
<thead>
<tr>
<th>Subdivision name:</th>
<th>Block:</th>
<th>Lot:</th>
<th>Section:</th>
<th>Township:</th>
<th>Range:</th>
<th>Zoning:</th>
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<tbody>
<tr>
<td>RANDALL ACRES SUB NO 08</td>
<td>3</td>
<td>16</td>
<td>14</td>
<td>4</td>
<td>1</td>
<td>R-1C</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Parcel Number:</th>
<th>Additional Parcel Numbers:</th>
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<tbody>
<tr>
<td>R7334190820</td>
<td>R7334190815</td>
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</tbody>
</table>

Primary Contact

Who is responsible for receiving e-mail, uploading files and communicating with Boise City?

- [ ] Agent/Representative
- [ ] Applicant
- [ ] Owner

Applicant Information

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy</td>
<td>Klahr</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dark Horse Associates, LLC</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>47150 SE 162nd St</td>
<td>North Bend</td>
<td>WA</td>
<td>98045</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
<th>Cell:</th>
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<tbody>
<tr>
<td>(208) 284-2430</td>
<td>(208) 284-2430</td>
</tr>
</tbody>
</table>

Agent/Representative Information

<table>
<thead>
<tr>
<th>First Name:</th>
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<th>Cell:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(208) 284-2430</td>
<td>(208) 284-2430</td>
</tr>
</tbody>
</table>

Owner Information

Same as Applicant?  No  Yes  (If yes, leave this section blank)

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
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<table>
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<tr>
<th>Address:</th>
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<th>State:</th>
<th>Zip:</th>
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<th>Cell:</th>
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<tbody>
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</table>
Project Information

1. Neighborhood Meeting Held (Date):
   11/18/2019

2. Neighborhood Association:
   North West

3. Comprehensive Planning Area:
   Northwest

4. This application is a request to construct, add or change the use of the property as follows:
   Create 14 single family lots on what is currently 1.89 vacant land consisting of 8 single family lots.

5. Size of Property:
   1.89 Acres  Square Feet

6. Water Issues:
   A. What are your fire flow requirements? (See International Fire Code):
      1000 gpm
   B. Number of hydrants (show location on site plan):
      Number of Existing: 0  Number of Proposed: 1
      Note: Any new hydrants/hydrant piping require Suez Water approval.
   C. Is the building "sprinklered"?
      Yes  No
   D. What volume of water is available? (Contact SUEZ (208) 362-7354):
      1000 gpm

7. Existing uses and structures on the property are as follows:
   None-Vacant Land

8. Are there any hazards on the property?
   (Such as canals, hazardous material spills, soil or water contamination.) If so, describe them and give their locations:
   None.

9. Adjacent property information:

<table>
<thead>
<tr>
<th>Building types and/or uses</th>
<th>Number of Stories</th>
<th>Zone</th>
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<tbody>
<tr>
<td>North: Residential</td>
<td>1</td>
<td>(R-1C) Single Family Resider</td>
</tr>
<tr>
<td>South: Residential</td>
<td>1</td>
<td>(R-1C) Single Family Resider</td>
</tr>
<tr>
<td>East: Residential</td>
<td>1</td>
<td>(R-1C) Single Family Resider</td>
</tr>
<tr>
<td>West: Residential</td>
<td>1</td>
<td>(R-1C) Single Family Resider</td>
</tr>
</tbody>
</table>
### 10. Non-Residential Structures:

A. Number of **Proposed** non-residential structures:

Square footage of proposed non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor</td>
<td>0</td>
</tr>
</tbody>
</table>

B. Maximum Proposed Height:

C. Number of stories:

D. Number of **EXISTING** non-residential structures to remain:

Square footage of existing non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor</td>
<td>0</td>
</tr>
</tbody>
</table>

E. Existing Structure Height(s):

F. Number of Stories:

### 11. Residential Structures:

A. Number of **Proposed** residential units (if applicable):

14

B. Size of Proposed residential structures (if applicable):

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Square Foot per Unit</th>
<th>Total Square Feet</th>
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</thead>
<tbody>
<tr>
<td>One-Bedroom</td>
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<td>0</td>
</tr>
<tr>
<td>Two-Bedroom</td>
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<td>0</td>
</tr>
<tr>
<td>Three-Bedroom</td>
<td>7</td>
<td>1400</td>
</tr>
<tr>
<td>Other</td>
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<td>1600</td>
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<tr>
<td>Total Number</td>
<td>14</td>
<td>0</td>
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</tbody>
</table>

C. Number of **Existing** units to remain:

0

D. Maximum Proposed Structure Height(s):

30

E. Number of Stories:

2
### 9.B.a

Packet Pg. 421

#### 13. Loading Facilities, if proposed (For Commercial uses only):

- **Number:**
- **Location:**
- **Size:**
- **Screening:**

#### 14. Parking:

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
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<tr>
<td>Handicapped Spaces:</td>
<td>Parking Spaces:</td>
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<td>Parking Spaces:</td>
<td>Bicycle Spaces:</td>
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<tr>
<td>Bicycle Spaces:</td>
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#### 15. Setbacks

<table>
<thead>
<tr>
<th>Building</th>
<th>Parking</th>
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<tbody>
<tr>
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<tr>
<td>Rear:</td>
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<tr>
<td>Side 1:</td>
<td></td>
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<tr>
<td>Side 2:</td>
<td></td>
</tr>
</tbody>
</table>

#### 16. Waivers Requested:

| A. Lot size: | Description: less than 5000sqft per lot |
| B. Internal Setbacks: | Description: |
| C. Frontage: | Description: less than 50’ per lot |
18. Amenities:
Number: 
Description: Proximity to large public park. Pathway to the Spoils Bank Canal for public use.

19. Density:
Allowed Density: 15
Proposed Density: 14

20. Building Exterior:
<table>
<thead>
<tr>
<th>Materials</th>
<th>Colors</th>
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<tbody>
<tr>
<td>Roof</td>
<td>Composition</td>
</tr>
<tr>
<td>Walls</td>
<td>Container</td>
</tr>
<tr>
<td>Windows/Doors</td>
<td>Wood/Metal/Vinyl</td>
</tr>
<tr>
<td>Fascia, Trim etc.:</td>
<td>Wood</td>
</tr>
</tbody>
</table>

seepage beds per engineering drawing

22. Floodways & Hillsides:
A. Is any portion of this property located in a Floodway or a 100-year Floodplain? ○Yes ○No
B. Does any portion of this parcel have slopes in excess of 15%? ○Yes ○No

Note: If the answer to either of the above is yes, you will be required to submit an additional Floodplain and/or Hillside application and additional fee. You must submit the additional required application(s) for review at the same time as this request.

23. Airport Influence Area:
Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)
○No ○Area A ○Area B ○Area B1 ○Area C
24. Street Layout:

A. PUBLIC Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) will be generally required by the Ada County Highway District, if the proposed development contains no more than 100 dwelling units (includes hotels and motels as well as private dwelling units), more than 30,000 square feet of commercial use, or more than 50,000 square feet of industrial or institutional use, or has associated it with special circumstances deemed by ACHD to warrant an impact study. A copy of this study must be submitted with this application.

Is a Traffic Impact Study required?
- Yes □ No □

B. PRIVATE Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) prepared by a traffic engineer will be required by Public Works and Planning & Development Services for the interior roadway and parking system. This requirement may be waived when it can be shown by the applicant that no section of on-site roadway will exceed 240 vehicle trips per day.

Is a Traffic Impact Study required?
- Yes □ No □

Are you proposing public street connection to adjacent properties?
- Yes □ No □

25. Solid Waste:

A. Type of trash receptacles:
- Individual Can/Residential □ 3 Yd Dumpster □ 6 Yd Dumpster □ 8 Yd Dumpster □ Compactor

B. Number of trash receptacles: 14

C. Proposed screening method:
- No screening

D. Is the proposed location accessible for collection? (Contact Boise Public Works at 384-3901.)
- Yes □ No □

E. Is recycling proposed?
- Yes □ No □

Verification of Legal Lot or Parcel Status

Acceptance of this application does not validate the legal status of any lot or parcel. Prior to submitting for a Building Permit you must have a Verification of Legal Parcel Status form signed by the Boise City Subdivision Department. It is the applicant's responsibility to provide deeds and/or other documentation to the Subdivision Department. See Verification of Legal Lot or Parcel Worksheet for submittal requirements.

The undersigned declares that the above provided information is true and accurate.
The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongly issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature: ___________________________

Date: ___________________________
**Address**

<table>
<thead>
<tr>
<th>Street Number:</th>
<th>Prefix:</th>
<th>Street Name:</th>
<th>Unit #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>9819 / 1231 J</td>
<td></td>
<td>Shields Ave</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subdivision:</th>
<th>Block</th>
<th>Lot</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel Number:</th>
<th>Additional Parcel Numbers:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Primary Contact**

Who is responsible for receiving e-mail, uploading files and communicating with Boise City?
- [x] Applicant
- [ ] Owner
- [ ] Agent/Representative

**Applicant Information**

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy</td>
<td>Klahr</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company:</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dark Horse Associates LLC</td>
<td>17150 SE 162nd St</td>
<td>North Bend</td>
<td>WA</td>
<td>98035</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:waklahr@gmail.com">waklahr@gmail.com</a></td>
<td>208-264-2430</td>
</tr>
</tbody>
</table>

**Agent/Representative Information**

<table>
<thead>
<tr>
<th>Role Type:</th>
<th>First Name:</th>
<th>Last Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Developer</td>
<td>Sam</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company:</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
<th>Phone Number:</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Owner Information**

Same as Applicant?  [x] Yes  [ ] No

(If yes, leave this section blank)

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
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</tr>
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<table>
<thead>
<tr>
<th>E-mail:</th>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Neighborhood Meeting Held (Date):

2. Neighborhood Association:

3. Comprehensive Planning Area:

4. This application is a request to construct, add or change the use of the property as follows:

   Slight change to Dev Agreement. Fewer lots. Standard SFR lots rather than townhome lots. Still to include connectivity to primary access.

5. Type of Request:
   - Rezone
   - Annexation & Rezone

6. Current Zone:

7. Requested Zone:

8. Size of Property:
   - Acres
   - Square Feet

9. Existing uses and structures on the property are as follows:
10. Are there any existing land uses in the general area similar to the proposed use? 

If so, describe them and give their locations:

11. On what street(s) does the property have frontage?

12. Adjacent property information:

<table>
<thead>
<tr>
<th>Uses</th>
<th>Zone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td></td>
</tr>
<tr>
<td>South</td>
<td></td>
</tr>
<tr>
<td>East</td>
<td></td>
</tr>
<tr>
<td>West</td>
<td></td>
</tr>
</tbody>
</table>

13. Why are you requesting annexation into the City of Boise?

14. What use, building or structure is intended for the property?

15. What changes have occurred in the area that justify the requested rezone?

16. What Comprehensive Plan policies support your request?

The undersigned declares that the above provided information is true and accurate. 
The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature: [Signature]
Date: [12/18/19]
# Property Information

## Address

<table>
<thead>
<tr>
<th>Street Number:</th>
<th>Prefix:</th>
<th>Street Name:</th>
<th>Unit #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>9831</td>
<td>W</td>
<td>SHIELDS AVE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subdivision name:</th>
<th>Block:</th>
<th>Lot:</th>
<th>Section:</th>
<th>Township:</th>
<th>Range:</th>
<th>Zoning:</th>
</tr>
</thead>
<tbody>
<tr>
<td>RANDALL ACRES SUB NO 08</td>
<td>3</td>
<td>15</td>
<td>14</td>
<td>4</td>
<td>1</td>
<td>R-1C</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Parcel Number:</th>
<th>Additional Parcel Numbers:</th>
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</thead>
<tbody>
<tr>
<td>R7334190815</td>
<td>R7334190820</td>
</tr>
</tbody>
</table>

## Primary Contact

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- [ ] Agent/Representative
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<tr>
<th>E-mail:</th>
<th>Phone Number:</th>
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<th>Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:wdklahr@gmail.com">wdklahr@gmail.com</a></td>
<td>(208) 284-2243</td>
<td>(208) 284-2430</td>
<td></td>
</tr>
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## Owner Information

Same as Applicant?  [ ] No  [x] Yes  
(If yes, leave this section blank)

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<tbody>
<tr>
<td></td>
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</tbody>
</table>
2. Proposed Subdivision/Condominium Name:

Zephyr Subdivision

Note: Must be approved by the Ada County Surveyor.

3. Cross Reference Files:

Please list all previously approved or currently associated file(s):

4. Subdivision/Condominium Features:

| Number of buildable lots/units: | 14 | Buildable lots/units per acre: | 7.4 |
| Number of common lots/units: | 0 | Zoning Classification: |
| Total acres in subdivision: | 1.89 |

5. Building Program:

| Number of Existing Buildings: | 0 | Number of Existing Buildings to Remain: | 0 |
| Type of Existing Buildings: | Residential | Commercial | Industrial | Mixed Use |
| If Residential What Type? | Single Family | Townhouse | Duplex | Multi-Family |
| Type of Proposed Buildings: | Residential | Commercial | Industrial | Mixed Use |
| If Residential What Type? | Single Family | Townhouse | Duplex | Multi-Family |

6. Waivers or Modifications:

Are any waivers/modifications being requested from the Subdivision Ordinance? ○Yes ○No

If yes, please include a detailed explanation in your letter. An additional waiver/modification review fee must be paid at the time of submittal.

7. Private Streets:

Are private streets proposed? ○Yes ○No

If yes, please provide justification in the letter of explanation. An additional private street review fee must be paid at the time of submittal.
8. Public Streets:
   Number of new public streets proposed: 

9. Floodways & Hillsides:
   Is any portion of this property located in a Floodway or a 100-year Floodplain?  
   ○ Yes  ○ No
   Does any portion of this parcel have slopes in excess of 15%?  
   ○ Yes  ○ No

   Note: If the answer to either of the above is yes, you will be required to submit an additional #112 Floodplain and/or #114 Hillside application and additional fee.

11. Airport Influence Area:
   Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)
   ○ No  ○ Area A  ○ Area B  ○ Area B1  ○ Area C

The undersigned declares that the above provided information is true and accurate.
The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature: ____________________________
Date: ____________________________
Planning Division Project Report

File Number: PUD19-00038, CAR19-00030 & SUB19-00066
Applicant: Wendy Klahr / Dark Horse Associates, LLC
Property Address: 9831 & 9819 W. Shields Ave.

Public Hearing Date: January 6, 2020
Heard by: Planning and Zoning Commission

Analyst: Nicolette Womack, Associate Planner
Reviewed By: Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: November 18, 2019
Radius notices mailed to properties within 300 feet on: December 20, 2019
Newspaper notification published on: December 21, 2019
Applicant posted notice on site on: December 17, 2019

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1. Project Data and Facts................................................................. 2
2. Land Use..................................................................................... 2
3. Project Proposal.............................................................. 3
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6. Transportation Data.............................................................. 4
7. Analysis.................................................................................... 4
8. Approval Criteria..................................................................... 7
9. Recommended Conditions of Approval.................................. 9

Exhibits
Agency Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Owner</strong></td>
</tr>
<tr>
<td><strong>Architect/Representative</strong></td>
</tr>
<tr>
<td><strong>Location of Property</strong></td>
</tr>
<tr>
<td><strong>Size of Property</strong></td>
</tr>
<tr>
<td><strong>Zoning</strong></td>
</tr>
<tr>
<td><strong>Land Use Designation</strong></td>
</tr>
<tr>
<td><strong>Planning Area</strong></td>
</tr>
<tr>
<td><strong>Neighborhood Assoc./Contact</strong></td>
</tr>
</tbody>
</table>

**Procedure**
The Planning and Zoning Commission renders a final decision on the conditional use permit and makes a recommendation to the City Council on the subdivision and development agreement.

**Current Land Use**
Vacant

**Description of Applicant's Request**
The applicant requests a conditional use permit for a planned residential development comprised of 14 detached single-family homes. A minor modification to the Development Agreement is also included, as well as a Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots.

2. Land Use

**Description and Character of Surrounding Area**
The area is mostly residential with a mix of product types which include single-family residential and manufactured homes. To the south is the Spoils Bank Canal.

**Adjacent Land Uses and Zoning**

<table>
<thead>
<tr>
<th>North</th>
<th>South</th>
<th>East</th>
<th>West</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shields Ave., then Single-Family Residential / R-1C</td>
<td>Spoils Bank Canal, then Single-Family Residential / R-1C</td>
<td>Single-Family Residential / R-1C</td>
<td>Single-Family Residential / R-1C</td>
</tr>
</tbody>
</table>

**History of Previous Actions**

| CAR19-00003 | Request to rezone from R-1C to R-2D/DA for 16 units. Development Agreement for future public roadway and PUD & Subdivision. - Approved, Ordinance Pending |

3. Project Proposal

Structure(s) Design

<table>
<thead>
<tr>
<th>Number and Proposed Use of Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 detached single-family homes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Stories / Maximum Building Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family homes / Under 35’ in height</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fencing</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 6-foot tall horizontal slat fence will be located along the perimeter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PUD Required Amenities</th>
</tr>
</thead>
<tbody>
<tr>
<td>A pathway easement will be dedicated for public pedestrian use and access to the Spoils Bank Canal in the southeast corner of the subject property. Public access to the nearby Optimist Youth Sports Complex is also within 0.23 miles from the site.</td>
</tr>
</tbody>
</table>

Setbacks

<table>
<thead>
<tr>
<th>Yard</th>
<th>Building Required</th>
<th>Building Proposed</th>
<th>Parking Required</th>
<th>Parking Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front (internal along Gardener Ln. and Kate Dr.)</td>
<td>15’</td>
<td>15’</td>
<td>20’</td>
<td>20’</td>
</tr>
<tr>
<td>Interior Side</td>
<td>5’</td>
<td>5’</td>
<td>3’</td>
<td>3’</td>
</tr>
<tr>
<td>Street Side (internal along Kate Dr.)</td>
<td>15’</td>
<td>5’*</td>
<td>20’</td>
<td>5’*</td>
</tr>
<tr>
<td>Rear (perimeter)</td>
<td>15’</td>
<td>15’</td>
<td>15’</td>
<td>15’</td>
</tr>
</tbody>
</table>

*Interior setback reduction requested through Planned Unit Development.

Parking

Two off-street parking spaces will be provided with each new single-family home. The required off-street parking will be set back 20’ from the edge of the back of sidewalk along the Gardener Ln. and Kate Dr., accommodating guest parking within the driveway apron. Gardener Ln. will accommodate one side of on-street parking. Kate Dr. will accommodate on-street parking on both sides.

4. Development Code (Boise City Code Title 11)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03-04.2</td>
<td>Development Agreement Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.4</td>
<td>Subdivision Plat Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.7</td>
<td>Planned Unit Development Specific Procedures</td>
</tr>
<tr>
<td>11-04-03</td>
<td>General Purpose of Residential Districts</td>
</tr>
<tr>
<td>11-07-03</td>
<td>Off-Street Parking &amp; Loading Standards</td>
</tr>
<tr>
<td>11-07-06.5</td>
<td>Planned Unit Development Standards</td>
</tr>
<tr>
<td>11-09-03</td>
<td>Subdivision Design Standards</td>
</tr>
</tbody>
</table>
5. Comprehensive Plan (Blueprint Boise)

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 2: City Wide Visions and Policies</td>
<td>Goal CC1.1</td>
</tr>
<tr>
<td></td>
<td>Goal CC2</td>
</tr>
<tr>
<td></td>
<td>Goal NAC3.1 (a)</td>
</tr>
<tr>
<td></td>
<td>Goal NAC3.2</td>
</tr>
<tr>
<td>Chapter 3: Community Structure and Design</td>
<td>Principle GDP-N.1 (a)</td>
</tr>
<tr>
<td>Chapter 4: Northwest Planning Area Policies</td>
<td>Goal NW-C1.3</td>
</tr>
</tbody>
</table>

6. Transportation Data

The Ada County Highway District (ACHD) estimates this development to generate 133 additional vehicle trips per day; 14 additional vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Traffic Count</th>
<th>Level of Service*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horseshoe Bend Road</td>
<td>0’</td>
<td>Collector</td>
<td>415</td>
<td>Better than “D”**</td>
</tr>
<tr>
<td>Shields Avenue</td>
<td>200’</td>
<td>Local</td>
<td>17</td>
<td>N/A**</td>
</tr>
</tbody>
</table>

*Acceptable level of service for a three-lane collector is “D” (530 VPH). Average daily traffic counts for Horseshoe Bend Road, south of Hill Road, was 7,527 on 10/10/18. **ACHD does not set level of service thresholds for local streets. However, general guidance is fewer than 1,000 VDT with a maximum of 2,000 VDT. Average daily traffic counts for Shields Avenue, east of Horseshoe Bend Road, were 485 on 3/07/19.

The applicant is proposing one access off Shields Ave. for the new Gardener Ln. (north/south). Gardener Ln. is an internal road to the subdivision with a 27’ wide street section. Parking will be restricted to one side only, due to its limited width. ‘NO PARKING’ signs will be required on one side of the road. Kate Drive (east/west) is proposed as a 33’ wide street section with a stub street to the east and west property lines. A sign at the end of each stub street is required which states ‘THIS ROAD WILL BE EXTENDED IN THE FUTURE’. Shields Ave. abutting the site, Gardener Ln., and Kate Drive will be improved with curb, gutter and 5’ wide attached sidewalk.

7. Analysis

The applicant requests a conditional use permit for a planned residential development comprised of 14 single family homes on 1.90 acres located at 9831 & 9819 W Shields Ave in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. A minor modification to the Development Agreement is also included, as well as a Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots. The site is bordered by single-family homes on various sized lots.
Development Agreement
Earlier in 2019, the applicant received approval to rezone the property from R-1C to R-2D/DA for 16 units (CAR19-00030). Also included was a Development Agreement which identified future public roadways and an area for a future PUD and Subdivision to be comprised of 8 attached townhomes. These standards are not in effect until after completion of the three readings of the proposed ordinance which is anticipated to occur by the end of January 2020. As this is only a preliminary plat proposal, another application for final plat review will need to occur, which will take place well after the effective date of the ordinance.

The applicant proposes to modify the Development Agreement in order to allow 4 single-family homes in the area previously designated for 8 attached townhomes. The ongoing redevelopment of this area has provided opportunities to connect multiple developments with a future public roadway network. Compliance with the previously approved road network is also included in this proposal.

Planned Unit Development
The proposal includes construction of 14 single-family homes. Site access will be provided by way of two new public rights of way, Gardener Ln. and Kate Dr. Due to the limited width of Gardner Ln., on-street parking will be restricted to one side only. Kate Dr. will include on-street parking on both sides. A note on the final plat is required noting the parking restriction and ‘No Parking’ signs shall be installed. Curb, gutter and 5’ sidewalk will be included on both side of the new rights of way and extended along Shields Ave.
abutting the site. Two off-street parking spaces will be provided with each new single-family home and will be set back 20' from the front property lines, accommodating guest parking within the driveway apron.

The site is large enough to accommodate the 14 detached single-family homes on the property, which is within the allowed density of the R-2 zone (14.5 dwelling units/acre) and the restrictions outlined within the Development Agreement. The planned unit development is requesting waivers to the dimensional standards and has proposed reducing only the interior street side setback (20’) to an interior side setback (5’) as noted in the previous setback table. It also includes reduced lot sizes of approximately 3,950 sq. ft. minimum for interior lots and 3,906 sq. ft. minimum for corner lots, rather than the required 5,000 sq. ft. interior lots and 7,000 sq. ft. corner lots. The lot widths will also be reduced to 48’ for interior lots and 50’ for corner lots rather than the required lot width of 50’ for interior lots and 70’ for corner lots in the R-2 zone. The Planning Team is in support of these requests as they are interior to the development and create more useable building envelopes, without adversely impacting the adjacent properties. These requests also allow development of the property in a pattern consistent with the existing R-1C zoning. Lastly, the development is over one acre in size, requiring two amenities. A pathway easement will be dedicated for public pedestrian use and access to the Spoils Bank Canal in the southeast corner of the subject property. Public access to the nearby Optimist Youth Sports Complex is also within 0.23 miles from the site.

**Summary**

With the recommended conditions of approval, the proposed development will be compatible with the area as it is surrounded by a variety of uses and meets or exceed the perimeter setback requirements.


8. Approval Criteria

*Planned Unit Development (11-03-04.07(C7))*

i. **The location is compatible to other uses in the general neighborhood;**

The project is compatible with the surrounding neighborhood. The project includes single-family residential and is bordered by single-family homes on various sized lots and will have compatible like-yard setbacks. Only internal setback, lot size and width reductions are proposed. While this development is indeed a change in use for the adjacent properties, features within the design such as like-yards perimeter setbacks and perimeter fencing will provide appropriate transitions between the neighboring properties.

ii. **The proposed use will not place an undue burden on transportation and other public facilities in the vicinity;**

The project will need to comply with ACHD requirements. Correspondence received from commenting agencies confirm the proposed use will not place an undue burden on the transportation system or other services in the vicinity. The public street extensions have been approved by the Boise City Fire Department. Due to the limited width of Gardener Ln., on-street parking will be restricted to one side only. A note on the face of the final plat is required noting the parking restriction and ‘No Parking’ signs shall be installed. As indicated in attached comments, no public agency has voiced opposition to this request. The standard conditions of each have been included as conditions of approval.

iii. **The site is large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by this Code;**

The site is large enough to accommodate the use as only 14 units are proposed. Generally, the property has a maximum density of 27 dwelling units within the R-2 zone. However, the Development Agreement limited to the proposal to a max of 16 units. Adequate parking will be provided as each single-family home will provide two off-street parking spaces, additional apron space and on-street parking spaces. The proposed development complies with all exterior setback requirements of the R-2 zone. Five-foot wide attached sidewalks, curb and gutter will be extended along Shields Ave. and along the new public roads. Perimeter fencing will also be provided. Two amenities are required as the development is over one acre in size. A dedicated public pathway to the Spoils Bank Canal will be provided in the south east corner of the subject property. Public access to the nearby Optimist Youth Sports Complex is also within 0.23 miles from the site.
iv. **The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;**

The proposed development will not adversely affect other property in the vicinity, as the proposal complies with the conditions of the Development Agreement as modified. The homes will also comply with the height requirements of the R-2 zone and match all like-yards perimeter setbacks of the adjacent properties. While this development is indeed a change in use for the adjacent properties, the public road extensions will connect multiple developments furthering the overall connectivity of the neighborhood.

v. **The proposed use is in compliance with the Comprehensive Plan.**

The proposed development is in compliance with the Comprehensive Plan as Goal CC1.1 encourages infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure. The public road extensions are in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. The single-family homes included in this proposal would also comply with the adjacent R-1C zoning standards. This is consistent with Goal NAC3.1(a) as it complements the scale and character of the surrounding neighborhood as well. The dedication of the public pathway to the Spoils Bank Canal in the south-east corner of the property is in compliance with Principle GDP-N.1(a) which promotes providing pathways to connect different areas of the neighborhood.

Rezone (11-03-04.3B(7c))

i. **Is in compliance with the Comprehensive Plan.**

The modifications to the Development Agreement are in compliance with the Comprehensive Plan as the public road extensions are still included in the agreement. This is in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. Although the previous townhome design was also in compliance with the Comprehensive Plan, modifying the Development Agreement to allow this proposal would also comply with the adjacent R-1C zoning. This is consistent with Goal NAC3.1 (a) as it complements the scale and character of the surrounding neighborhood as well.

ii. **Is in the best interests of the public convenience and general welfare.**

The modifications to the Development Agreement are in the best interests of the public convenience and general welfare. The modifications comply with the original intent of the Development Agreement which was to establish a road network and an appropriate maximum number of units for this development. The design has
reduced the overall number of units from the original proposal, mirroring the surrounding neighborhood. The public road extensions will connect multiple developments furthering the overall connectivity of the neighborhood.

iii. **Maintains and preserves compatibility of surrounding zoning and development.**

The project maintains and preserves compatibility with the surrounding zoning and development. The ongoing redevelopment of this area has provided opportunities to connect multiple developments with a future public roadway network. Compliance with the previously approved road network included in the Development Agreement will ensure compatibility with the surrounding neighborhood is maintained. The modified design will include single-family homes on R-1C typical lots adjacent to single-family homes on R-1C lots.

### 9. Recommended Conditions of Approval

**Site Specific**

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received **November 26, 2019**, and the revised plans on **December 16, 2019**, except as expressly modified the following conditions:

2. CAR19-00003 shall be effective and published before final plat submittal.

3. The following Development Agreement requirements shall be met:

   a. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

   b. Within one year of the date City Council approves the rezone, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.

   c. The Development Agreement shall be revised to reference and attach the updated site plan received on **December 16, 2019**.

**Agency Requirements**

4. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
5. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   a. Drainage (November 27, 2019);
   b. Sewer (November 29, 2019);
   c. Sewer Irrigation (November 29, 2019);
   d. Solid Waste (November 29, 2019); and
   e. Street Lights (December 3, 2019).

   Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

6. The applicant shall comply with all requirements of the Boise Fire Department comments received December 26, 2019. Any deviation from this plan is subject to Fire Department approval. For additional information, contact Ron Johnson at 208-570-6500.

7. The applicant shall comply with all requirements of the Boise City Building Department comments received December 3, 2019.

Subdivision:

8. The following notes shall be placed on the face of the Final Plat stating:

   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD19-00038 and SUB19-00066.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00038, at the time of issuance of individual building permits.

   c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.

   d. Parking shall be restricted to only one side of Gardener Ln. These areas will be signed for “No Parking”.

   a. Ada County Highway District (December 26, 2019);
   b. Boise Valley Irrigation Ditch Co. (December 13, 2019); and
   c. Central District Health Department (December 9, 2019).
e. The pedestrian pathway easement shall be dedicated to the public for pedestrian use and access.

9. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder's Office.

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
   f. Certificate of the Boise City Clerk,
   g. Certificate of the Ada County Surveyor, and
   h. Signature of the Ada County Treasurer.

10. The subdivision name shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

11. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat (B.C.C. 11-09-03.4E).

12. A letter of acceptance for water service from the utility providing service is required (B.C.C. 11-09-04.3).

13. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

14. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."

Contact: Dan Frasier, Postmaster
770 S. 13th St.
Boise, ID 83708-0001
Phone No. (208) 433-4301
Fax No. (208) 433-4400
15. A letter from the appropriate school district is required stating, “The Developer has made arrangements to comply with all requirements of the School District.”

16. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,

   OR

   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

   NOTE: “No Parking” signs shall be installed in accordance with the requirements of the International Fire Code (BCC 7-0-32, IFC 503.8). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.

17. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

18. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements of the Boise City Code, is to be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

19. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

20. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications must be executed:

   a. Signatures of owners or dedicators,

   b. Certificate of the Surveyor,

   c. Certificate of the Central District Health Department,

   d. Acceptance of the Commissioners of the Ada County Highway District.

21. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.
a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.

22. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-04.1. If a Non-Building Agreement is approved by Boise City Fire Department, no building permits shall be submitted until a “Satisfaction of Non-Building Agreement” is recorded.

23. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.

Standard Conditions of Approval

24. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

25. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

26. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

27. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.
28. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

29. In compliance with the Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling 208-608-7700. Species shall be selected from the Boise City Tree Selection Guide.

30. Deciduous trees shall be not less than 2" to 2 1/2" inch caliper size at the time of planting, evergreen trees 5' to 6' in height, and shrubs 1 to 5 gallons, as approved by staff. All plants are to conform to the American Association of Nurseryman Standards in terms of size and quality.

31. Utility services shall be installed underground.

32. Any outside lighting shall be reflected away from adjacent property and streets. The illumination level of all light fixtures shall not exceed two (2) footcandles as measured one (1) foot above the ground at property lines shared with residentially zoned or used parcels.

33. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or an authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.

34. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

35. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

36. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.
37. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

38. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

39. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.

40. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
TO: Fire Flow Reviewing Authority

DATE: November 26, 2019

SUBJECT: 9819 & 9831 Shields Ave.

_________________________________________________________

COMMENTS:

Our records indicate the following water pressure and volume at: 9819 & 9831 Shields Ave.:

Flow of 2,000 gpm
At nearest fire hydrant 56239 on the corner of N. Roy Ln. and W. Shields Ave.

This information represents the water system under maximum-day conditions. The pressures and flows are subject to change, however, depending on system demand and changes in system operations. This document shall be attached to the architectural plan sets, both for "Fire Department reviewed" and "Construction Approved" sets. It is provided for uniformity in fire sprinkler design criteria.

If you have further questions or need information on the volume of water for a conditional use application or design review, please feel free to call.

Sincerely,

SUEZ
A. Findings of Fact

1. Description of Application: The applicant is requesting approval of a planned unit development and preliminary plat to subdivide 1.89 acres into 14 buildable lots.

   The property is zoned Single Family Residential, Urban (R1-C). The Boise Comprehensive Plan designates this area as high density.

2. Description of Adjacent Surrounding Area:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Land Use</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Residential</td>
<td>R-1C</td>
</tr>
<tr>
<td>South</td>
<td>Residential</td>
<td>R-1C</td>
</tr>
<tr>
<td>East</td>
<td>Residential</td>
<td>R-1C</td>
</tr>
<tr>
<td>West</td>
<td>Residential</td>
<td>R-1C</td>
</tr>
</tbody>
</table>

3. Site History: ACHD has not previously reviewed this site for a development application.

4. Adjacent Development: The following developments are pending or underway in the vicinity of the site:
   - Breezy Place Subdivision, located east of the site, 18 residential building lots subdivision on 2.4 acres, approved by ACHD in May 2019.

5. Transit: Transit services are not available to serve this site.
6. **New Center Lane Miles:** The proposed development includes 0.05 centerline miles of new public road.

7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
   There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District’s Capital Improvement Plan (CIP).

**B. Traffic Findings for Consideration**

1. **Trip Generation:** This development is estimated to generate 133 additional vehicle trips per day; 14 additional vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

2. **Condition of Area Roadways**
   Traffic Count is based on Vehicles per hour (VPH)

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horseshoe Bend Road</td>
<td>0-feet</td>
<td>Collector</td>
<td>415</td>
<td>Better than “D”</td>
</tr>
<tr>
<td><strong>Shields Avenue</strong></td>
<td>200-feet</td>
<td>Local</td>
<td>17</td>
<td>N/A</td>
</tr>
</tbody>
</table>

   * Acceptable level of service for a three-lane collector is “D” (530 VPH).
   ** ACHD does not set level of service thresholds for local streets.

3. **Average Daily Traffic Count (VDT)**
   Average daily traffic counts are based on ACHD’s most current traffic counts.
   - The average daily traffic count for Horseshoe Bend Road south of Hill Road was 7,527 on 10/10/18.
   - The average daily traffic count for Shields Avenue east of Horseshoe Bend Road was 485 on 03/07/19.

**C. Findings for Consideration**

1. **Shields Avenue**
   a. **Existing Conditions:** Shields Avenue is improved with approximately 25-feet of pavement and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Shields Avenue (25-feet from centerline).

   b. **Policy:**
      **Local Roadway Policy:** District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.
      **Street Section and Right-of-Way Policy:** District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).
      **Standard Urban Local Street—33-foot Street Section and Right-of-way Policy:** District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-
curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

**Sidewalk Policy:** District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

c. **Applicant's Proposal:** The applicant has proposed to improve Shields Avenue with rolled curb, gutter and 5-foot wide attached concrete sidewalk abutting the site within the existing right-of-way.

d. **Staff Comments/Recommendations:** The applicant’s proposal meets District policy and should be approved, as proposed. The applicant should be required to improve Shields Avenue as ½ of a 33-foot street section with pavement widening, curb, gutter and attached or detached 5-foot wide sidewalk.

The applicant may reduce the right-of-way width to 2-feet behind the back of curb and provide a permanent right-of-way easement for the sidewalks proposed to be located outside of right-of-way that extends 2-feet behind back edge of sidewalk.

2. **Internal East/West Local Street**
   a. **Existing Conditions:** There are no local streets within the site.

   b. **Policy:**

   **Local Roadway Policy:** District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

   **Street Section and Right-of-Way Policy:** District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

   **Standard Urban Local Street—33-foot Street Section and Right-of-Way Policy:** District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.
Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District’s Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

c. Applicant’s Proposal: The applicant has proposed to construct an east/west road in the subdivision as a 33-foot wide street section with rolled curb, gutter and attached 5-foot wide concrete sidewalk within 50-feet of right-of-way which will stub at the east and west property lines.

Staff Comments/Recommendations: The applicant’s proposal meets District Policy and should be approved, as proposed. The applicant may reduce the right-of-way width to 2-feet behind the back of curb and provide a permanent right-of-way easement for the sidewalks proposed to be located outside of right-of-way that extends 2-feet behind the back edge of sidewalk.

3. 27-foot Internal North/South Local Street  
   a. Existing Conditions: There are no 27-foot local streets within the site.
   
   b. Policy:  
   Reduced Urban Local Street—27-foot Street Section and Right-of-Way Policy: District Policy 7207.5.2 states that the width of a reduced urban local street shall be 27-feet (back-of-curb to back-of-curb) with curb, gutter, and minimum 5-foot concrete sidewalks on both sides and shall typically be within 41-feet of right-of-way. Unless approved in writing by the land use agency, this street section is not allowed by the City of Kuna and City of Star.

   In some cases this street width may not accommodate new utilities. A 29-foot street section within 43-feet of right-of-way may be constructed in lieu of a 27-foot street section if the applicant demonstrates that the additional roadway width is necessary to extend the utilities. Although some parking is allowed by the following subsections, the District will further restrict parking on a reduced width street if curves or other physical features cause problems, if actual emergency response experience indicates that emergency vehicles may not be able to provide service, or if other safety concerns arise. One of the following three sets of design conditions shall apply.

   Design Condition #1: Parking is allowed on one side of a reduced width street when all of the following criteria are met:
   
   • The street is in a residential area.
   • The developer shall provide written approval from the appropriate fire department or emergency response unit in the jurisdiction.
• The developer shall install NO PARKING signs on one side of the street, as specified by the District and as specified by the appropriate fire department.

• This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 41-feet of right-of-way.

• Traffic volumes on the street shall not exceed 1,000 vehicle trips per day. There shall be no possibility that another street may be connected to it in a manner that would allow more than 1,000 vehicle trips per day.

**Design Condition #2:** Parking is allowed on both sides of a reduced width street when the street layout has the qualities of a road grid system. This provides fire trucks and other emergency vehicles alternate routes of access since the ability to pass another vehicle may be compromised by placement of parked vehicles on both sides of the street. The following criteria shall be met:

• The street is in a residential area.

• The developer shall provide written approval from the appropriate fire department or emergency response unit in the jurisdiction.

• The block length of the street shall not exceed 500-feet, measured between centerlines.

• Traffic volumes on the street are not forecast to exceed 400 vehicle trips per day.

• A minimum of two street connections shall be provided to each end of the street with the reduced width. The two connecting streets shall each connect to the larger street system to provide the intended alternate routes of access. A street system that has one street connection to the larger street network on one end and a loop/circle street on the other end with no outlet shall not be approved.

• This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 41-feet of right-of-way.

**Design Condition #3:** Parking is allowed on both sides of a reduced width residential street with passing pockets that are created when two driveways are constructed near the same property line, where a 50-foot segment will not have on–street parking on the side of the street with the driveways. This provides fire trucks and other vehicles areas to move to the side of the street to allow another vehicle to pass when vehicles are parked on the street. Parking is allowed on both sides of a reduced width street when the following criteria are met:

• The street is in a residential area.

• The developer shall provide written approval from the appropriate fire department or emergency response unit in the jurisdiction.

• Driveway locations are predetermined with curb cuts for the driveways to be installed when the street is constructed. The curb cuts shall be 20-feet wide. Each lot on the street will be paired with an adjacent lot. If there are an odd number of lots, one lot at either end of the street will not be paired. Each pair of lots shall locate its driveway 5-feet from the shared lot line of the pair.

• This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 41-feet of right-of-way.

• The lots cannot abut an alley.

• Traffic volumes on the street are not forecast to exceed 400 vehicle trips per day.

**Sidewalk Policy:** District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local streets, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.
The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District’s Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

c. **Applicant Proposal:** The applicant has proposed to construct a north/south internal road in the subdivision as a 27-foot wide street section with rolled curb, gutter and 5-foot attached concrete sidewalks within 41-feet of right-of-way. Parking is proposed to be restricted to one side of the street.

d. **Staff Comments/Recommendations:** The applicant’s proposal meets District Policy and should be approved, as proposed. The applicant should be required to provide written approval from the Boise Fire Department and install NO PARKING signs on one side of the street, as specified by the District and the Boise Fire Department.

4. Roadway Offsets
   a. **Existing Conditions:** There are no roadways within the site.
   b. **Policy:**
      **Local Offset Policy:** District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).
   c. **Applicant’s Proposal:** The applicant is proposing to offset the proposed local north/south street approximately 2,093-feet to the east of Horseshoe Bend Road and approximately 525-feet to the west of Ulmer Street.
   d. **Staff Comments/Recommendations:** The applicant’s proposal meets District Policy and should be approved, as proposed.

5. Stub Streets
   a. **Existing Conditions:** There are no stub streets within the site.
   b. **Policy:**
      **Stub Street Policy:** District policy 7207.2.4 states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7207.2.4 except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
• The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

**Temporary Dead-End Streets Policy:** District policy 7207.2.4 requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. **Applicant Proposal:** The applicant has proposed to construct one stub street to the east property line and one stub street to the west property line. The stub streets are located approximately 132-feet north of the south property line.

**Staff Comments/Recommendations:** The applicant’s proposal meets District Policy and is approved, as proposed. The applicant should be required to install a sign at the terminus of each stub street that states, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

6. **Tree Planters**

**Tree Planter Policy:** Tree Planter Policy: The District’s Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

7. **Landscaping**

**Landscaping Policy:** A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

D. **Site Specific Conditions of Approval**

1. Improve Shields Avenue as ½ of a 33-foot street section with curb, gutter and attached or detached 5-foot wide sidewalk within the existing right-of-way. The right-of-way may be reduced to 2-feet behind the back of curb. Provide a permanent right-of-way easement for the sidewalks located outside of the dedicated right-of-way.

2. Construct the proposed internal east/west local street as a 33-foot street section with curb, gutter and 5-foot wide attached concrete sidewalk within 47-feet of right-of-way, as proposed. The right-of-way may be reduced to 2-feet behind the back of curb. Provide a permanent right-of-way easement for the sidewalks located outside of the dedicated right-of-way.

3. Construct the north/south internal street as a 27-foot street section with curb, gutter and 5-foot wide concrete sidewalk within 41-feet of right-of-way. The right-of-way may be reduced to 2-feet behind the back of curb. Provide a permanent right-of-way easement for the sidewalks located outside of the dedicated right-of-way. Install “NO PARKING” signs on one side of the roadway.

   a. Provide written approval from the appropriate fire department for the use of the reduced street section.
4. Construct the north/south internal street to intersect Shields Avenue approximately 525-feet to the west of Ulmer Street and 2,093-feet to the east of Horseshoe Bend Road.

5. Construct 1 stub street to the east property line located 132-feet north of the south property line, as proposed. Install a sign at the terminus of the stub street that states, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

6. Construct 1 stub street to the west property line located 132-feet north of the south property line, as proposed. Install a sign at the terminus of the stub street that states, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

7. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

8. Payment of impact fees is due prior to issuance of a building permit.


**E. Standard Conditions of Approval**

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant’s engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District’s Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District’s Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant’s authorized representative and an authorized
representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law
1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments
1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Request for Reconsideration Guidelines OR Appeal Guidelines
Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

**Purpose:** To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

*Notification to the Ada County UCC can be sent to:* 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.
Development Process Checklist

Items Completed to Date:

☑ Submit a development application to a City or to Ada County
☑ The City or the County will transmit the development application to ACHD
☑ The ACHD Planning Review Section will receive the development application to review
☑ The Planning Review Section will do one of the following:
  ☐ Send a “No Review” letter to the applicant stating that there are no site specific conditions of approval at this time.
  ☑ Write a Staff Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
  ☐ Write a Commission Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐ For ALL development applications, including those receiving a “No Review” letter:
  • The applicant should submit one set of engineered plans directly to ACHD for review by the Development Review Section for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
  • The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)
☐ Driveway or Property Approach(s)
  • Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ Working in the ACHD Right-of-Way
  • Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
    a) Traffic Control Plan
    b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ Sediment & Erosion Submittal
  • At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ Idaho Power Company
  • Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ Final Approval from Development Services is required prior to scheduling a Pre-Con.
Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

   a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

   b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

   c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

   d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager’s reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

   e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.
Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

   a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

   If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

   b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission’s next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.

   c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.

   d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.

   e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.

   f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.
ePlanReview Team Mail

Case: SUB19-00066
Author: Boise Valley Irrigation

Boise Valley Irrigation Ditch Co.
8850 Horseshoe Bend Rd.
Boise, ID 83714
(208)853-5288 office
(208)939-2894 fax
bvidc1@gmail.com

December 13, 2019

Planning and Development Services
City of Boise
150 N. Capitol Blvd.
Boise, ID 83702

Re: PUD19-00038 & SUB19-00066
9819 & 9831 W. Shields Ave., Boise, ID

We received notice of application for development of the above property. We want to let you know that this property has 1.24 shares of irrigation water with Boise Valley Irrigation Ditch Co. The plans for the use of the irrigation water in the development will need to be reviewed and approved by our board prior to any work starting. We do have more water shares available for purchase if they need more.

Also, they will need to pipe the lateral that runs through the property. Please contact the President of our board, John Patten to discuss what will need to be done for this. His cell is (208)941-2042. The work will need to be approved prior to any work being done.

Quick Guides
- Submittal Standards
  Electronic Standards
  Electronic files that do not meet these requirements will not pass pre-screen review
- Getting Started
  * New User's Guide
  * How to Log In
  * How to Upload Files
- Project Review
  * Applicant Task List
  * Review Changemarks
  * Reviewer Comments

Quick Links
- ePlanReview
  * Log in to ePlanReview
  * Help Documents
- ePay
  Pay Permit Fees Online
- PDS Website
  www.cityofboise.org/pds
If you have any questions please let me know.

Thank you,

Megan Aubrey
Office Manager
Boise Valley Irrigation Ditch Co.

Please do not reply to this email. If you do not have access to the specified folder, please contact the Project Administrator.

ePlanReview

Team Mail

Planning & Development Services

City of Boise | 150 N. Capitol Blvd. | Boise, Idaho 83702 | (208) 384-3830 | www.cityofboise.org/pds
1. We have No Objections to this Proposal.
2. We recommend Denial of this Proposal.
3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
4. We will require more data concerning soil conditions on this Proposal before we can comment.
5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
   - high seasonal ground water
   - bedrock from original grade
   - other

6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
   - central sewage
   - community sewage system
   - community water well
   - central water
   - individual sewage
   - individual water
9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
   - central sewage
   - sewage dry lines
   - central water
10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
12. We will require plans be submitted for a plan review for any:
   - food establishment
   - swimming pools or spas
   - child care center
   - beverage establishment
   - grocery store
13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.
14. 

Reviewed By: [Signature]
Date: 12/5/19

Packet Pg. 463
December 26, 2019

Leon Letson
PDS – Current Planning

Re: SUB19-00066; XREF: PUD19-00038 & CAR19-00030

Dear Leon,

This is a request for a Subdivision with 14 buildable lots and 2 common lot on 1.89 acres.

The Boise Fire Department has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the International Fire Code (IFC) as adopted and amended by Boise City Code.

Comments:
1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105). The location of the proposed fire hydrant is approved.
2. Dead-end fire apparatus access roads exceeding 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5) The proposed turnaround design is approved.
3. For streets having a width less than 33 feet back of curb to back of curb parking shall be restricted on one side. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat by the Boise City Engineer. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (BCC5-12-32, IFC 503.8)

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and Boise City Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Ron L. Johnson
December 3, 2019

PDS Building Department Plan Review:

The subdivision Preliminary plat SUB19-00066 has been reviewed and there are no comments at this time.

Jenny Nelson
Plans Examiner
Planning and Development Services
Office: (208) 608-7109
jjnelson@cityofboise.org

Making Boise the most livable city in the country.
To: Planning and Development Services

From: Melissa Jannusch, E.I.T., Associate Engineer
Public Works Engineering

Subject: SUB19-00066; Zephyr Subdivision
9831 W Shields Ave
Grading & Drainage, Hillside, & Misc. Engineering Comments

1. STANDARD GRADING AND DRAINAGE CONDITIONS

1) Subdivision drainage shall be in accordance to B.C.C. 11-09-04-05. The developer shall submit a letter from the appropriate drainage entity approving the drainage system or accepting the drainage there from. A copy of the construction drawing(s) depicting all site drainage improvements shall be submitted with the letter.

a. Developer may either construct improvement prior to final platting or post bond in the amount of 110% of the estimated construction costs. Estimated construction costs shall be provided by the developer's engineer.

b. For drainage facilities located outside of the public right-of-way, the developer shall dedicate a storm drainage easement. Said easement shall be labeled as either an Ada County Highway District storm drainage easement or a homeowners' association storm drainage easement, depending on what entity will assume responsibility for the operation and maintenance of the storm drainage system.

   c. If the homeowners' association is to be responsible for the operation and maintenance of the storm drainage facilities, the covenants, homeowners' association by-laws or other similar deed restrictions shall be reviewed and approved by the Boise City Attorney.
2) If fills greater than one foot in depth are to be placed in subdivision lots inside of building envelopes, as defined by the applicable subdivision building setbacks, the Developer shall obtain a grading permit from the Boise City Building Department (Commercial Rough Grading Permit). Grading permit must be acquired prior to the start of construction or final plat signature by the Boise City Engineer, whichever comes first.

Special Conditions:

2. EROSION CONTROL CONDITIONS

1) Subdivision work shall be in accordance to B.C.C. 08-17 Construction site Erosion Control Ordinance. The developer shall obtain an Erosion Control Permit from the Boise City Building Department. The Erosion Control Permit must be acquired prior to the start of construction.

2) This project will require an Erosion Control Plan (ECP) or Stormwater Pollution Prevention Plan (SWPPP) to be submitted with the permit application. The plan must bear the signature and certification number of an individual who has successfully complete a Boise City approved training course.

Special Conditions:

3. STANDARD HILLSIDE CONDITIONS

NA

4. MISC. ENGINEERING CONDITIONS

NA

5. PRIVATE STREET CONDITIONS

NA

1) The following private street requirements must be met in an acceptable format:

   a. Convey to those lot owners taking access from the private street, the perpetual right of ingress and egress over the described private street, and

   b. Provide that such perpetual easement shall run with the land, and
c. Provide each lot owner taking access from the private street, undivided interest within the private street.

2) A restrictive covenant for maintenance and reconstruction shall be recorded at the time of recording the plat which covenant, (a) creates the formation of a homeowners association for the perpetual requirement for the maintenance/reconstruction of the private street, and private street signs and (b) provides that said covenant shall run with the land, and (c) provides that the homeowners association shall not be dissolved without the express consent of Boise City.

3) Said easement and covenant to be reviewed and approved by the Boise City Attorney (B.C.C. 9-20-7.E.2.q & 9-20-7.E.2.r).

4) Private street widths shall be in conformance with B.C.C. 11-09-03.5. or as allowed via B.C.C. 11-09-05. All private streets, base and pavement, shall be constructed to the same construction specifications required for public streets. Contact the Ada County Highway District (ACHD) for public street construction requirements (B.C.C. 11-09-03.5.B.).

   a. Certification of construction to ACHD specifications is required from an independent testing laboratory or a consulting engineer, including test results for the verification of construction (B.C.C. 11-09-03-05.B.(2)(e)).

      i. If it is an existing private street, verification of acceptable construction of the existing private street, including acceptability for use of emergency vehicles (including fire trucks and ambulances), is required from an independent testing laboratory or a registered Professional Engineer.

   b. Sidewalks are required on both sides of the private street (or in compliance with the sidewalk plan approved with the conditional use) unless specifically waived by the Boise City Council.

   c. Private street signs shall be installed in the same manner as public street signs (see requirements of ACHD).

   d. The developer shall pay the current drainage review and inspection fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

   e. Drainage facilities for the private street shall comply with Boise City’s Storm Water Management and Discharge Control Ordinance (B.C.C. 8-15). Plans shall be approved and construction inspected by Boise City Public Works.

      i. Developer and/or owner may either construct prior to final platting or post bond/agreement in the amount of 110% of the estimated costs,
including certification (B.C.C. 11-09-04.2., Filing of Plans and Bonding Surety).

Special Conditions:

If you have any further questions, please contact Melissa Jannusch

Melissa Jannusch, E.I.T.
Associate Engineer
Hillside Coordinator
Public Works Engineering
208-608-7168
mjannusch@cityofboise.org

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I:\PWA\Subjects\Review Comments\Subdivision Comments\MMJ-Grading, Drainage, Hillside & Misc Sub Comment Template.docx
To: Planning and Development Services

From: Mike Sheppard P.E., Civil Engineer II
Public Works Department

Subject: PUD19-00038; 9819 W. Shields Avenue; Sewer Comments

Upon development of the property, connection to central sanitary sewer is required. Sewers are available in W. Shields Avenue.

Prior to granting of final sewer construction plan approval, all requirements by Boise City Planning and Development Services must be met.

If you have any further questions, please contact Mike Sheppard at 608-7504.
To: Planning and Development Services

From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department

Subject: SUB19-00066; 9831 W Shields Ave.; Sewer Irrigation Sub Comments

1. **STANDARD IRRIGATION CONDITIONS**

   a. Comply with B.C.C. 11-09-04.11 concerning pressure irrigation requirements prior to signing of the final plat by the Boise City Engineer.
      1. The owner, person, firm or corporation filing the subdivision plat shall provide a pressurized irrigation system. The system must conform to the minimum design standards and specifications of Boise City, or of the entity that will operate and maintain the system, if that entity has published standards; or
      2. The owner, person, firm or corporation filing the subdivision plat shall provide written documentation that a valid waiver of the requirement to provide a pressure irrigation system and that Idaho Code 31-3805(1)(a) regarding transfer of water rights, has been complied with.

   b. Prior to either commencing construction or signing of the final plat by the Boise City Engineer, developer shall:
      1. Submit for approval by the Department of Public Works, construction plans and specifications for the pressurized system, stamped by a registered engineer.
      2. Provide written assurance that provisions have been made for ownership, operation, and maintenance of the system.
      3. Delineate all necessary irrigation easements on the final plat (B.C.C. 11-09-03.6).

   c. Developer shall provide for an independent inspection of the installation of irrigation facilities and written certification by the design or project engineer that the system was installed according to the approved plans. In addition, the Department of Public Works must be present for the system pressure test and participate in a final inspection.

   d. Developer may construct prior to final platting or bond in the amount of 110% of the estimated construction costs based on the approved plans.
e. **Fees**: Developer and/or owner shall pay the current inspection and plan review fees applicable to the proposed subdivision prior to signing of the final plat by the Boise City Engineer (B.C.C. 11-03-03.3.B.).

## 2. STANDARD SEWER CONDITIONS

**City Subdivision Conditions**

a. Wetline sewers are required (B.C.C. 11-09-04.4., *Required Improvements; Sanitary Sewer*).

1. Plans shall be submitted to and approved by the Boise City Department of Public Works prior to commencing with construction. Developer and/or owner may either construct improvements prior to final platting or execute a performance agreement and provide surety in the amount of 110% of the estimated costs. The developer and/or owner shall coordinate with the Department of Public Works for construction inspection prior to and during construction. Unless otherwise approved by the Public Works Department, all sewer construction shall be completed and accepted within 90 days of plat recordation, or within 30 days of issuance of the first building permit within the subdivision, whichever comes first.

**NOTE**: All bonding shall conform to Boise City Code 1-19, *Surety Bonds*.

2. Developer and/or owner shall pay the current sewer inspection fees for the proposed subdivision prior to signing of the final plat by the Boise City Engineer.

3. Developer and/or owner shall be responsible for repairs of any failures that occur within one (1) year of the project acceptance by the appropriate sewer entity (Boise City Code 11-09-04.2F, *Subdivision Standards; Required Improvements*).

b. Developer and/or owner shall delineate all necessary Boise City sanitary sewer easements on the final plat prior to signing of the final plat by the Boise City Engineer (Boise City Code 11-09-03.6A, *Subdivision Design Standards; Easements*).

c. Unless previously paid, developer and/or owner shall pay a sewer assessment along W. Shields Ave. and/or as may be approved by the Boise City Public Works Commission prior to signing of the final plat by the Boise City Engineer. Contact the Department of Public Works for specific costs.

d. Developer and/or owner shall comply with all provisions of the Boise City “Sewer Tap” Ordinances.

1. Developer and/or owner may either construct prior to final platting or post bond/agreement in the amount of 110% of the estimated costs. Please contact the Public Works Department for specifications and inspections during construction.

**NOTE**: All bonding shall conform to B.C.C. 11-09-04.2., *Required Improvements; Filing of Plans and Bonding Surety*, which specifies that the improvements to be made shall be done in a time period not to exceed one year from the date of approval of the final plat.
TO: Planning and Development Services
FROM: Evan Carpenter
        Environmental Analyst
        Public Works Department
DATE: 11/29/2019
RE: Solid Waste Comments – SUB19-00066

City of Boise Solid Waste staff has reviewed the application for this project and has no comments. The subdivision is accessible for solid waste collection.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
TO: Planning and Development Services
FROM: Evan Carpenter
       Environmental Analyst
       Public Works Department
DATE: 11/29/2019
RE: Solid Waste Comments – PUD19-00038

City of Boise Solid Waste staff has reviewed the application for this project and has no comments. The subdivision is accessible for solid waste collection.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: 3 December 2019

To: Planning and Development Services

From: Tom Marshall, Street Light Program Technician
       Public Works Engineering

Subject: Street Light Subdivision Comments
        SUB19-00066: 9831 W Shields Ave:

City Subdivision Conditions

a. Developer shall delineate on the face of the final plat a Boise City street light easement, acceptable to the Boise City Department of Public Works, for the purpose of installing and maintaining city-owned street light fixtures, conduit, and wiring lying outside the dedicated public right-of-way (B.C.C. 11-09-03.6.).

b. The Developer shall be required to install, at their expense, street lights in accordance with Boise City Public Works specifications and standards at locations designated by the Public Works Department (B.C.C. 11-09-04.9.). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction or bonding.

c. Fees: Developer shall pay the current street light inspection and plan review fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

d. Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

e. The street lights shall be installed and accepted by the Boise City Public Works Department at the following locations. Unless otherwise noted, street lights shall be installed at a 25-foot minimum mounting height, Class “A” LED residential fixture (see Street Light Approval Fixtures on the City of Boise website)
   i) Light Locations:
      • NEC of lot 1, block 1 facing Shields Ave

f. If approval for bonding is granted by the Boise City Public Works Department, Developer may bond in the amount of 110% of the estimated street light costs. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.

g. As per Idaho Power requirements the lights along following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and BC-SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Street Light approved fixtures and materials on the City of Boise web page.

h. Developer, engineer, or electrical contractor shall submit a street light plan using the Boise City Street Light Design Check List to public works for approval. Once approved three copies are required.

i. All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

Special Conditions: None
If you have further questions, please contact Tom Marshall at 208-608-7526

Tom Marshall
Street Light Program Technician
Public Works Engineering
Office: (208)608-7526
tmmarshall@cityofboise.org

Making Boise the most livable city in the country.
To: Planning and Development Services  
From: Tom Marshall, Street Light Program Technician  
Public Works Engineering  
Subject: Street Light Comments  
PUD19-00038: 9819 W Shields Ave.

Street lights are required at the following locations:

1. NEC of lot 1, block 1 facing Shields Ave  
2. NWC of lot 3, block 3

Street lights are required. The specific location and type of facilities to be installed will be identified in the conditions of subdivision plat approval.

New Street Light installations shall conform to the current version of the Boise Standard Revisions, Idaho Standards for Public Works Construction (ISPWC) using approved LED fixtures listed in Streetlight Approved Fixtures and Materials.

Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be
present at all inspections and all work shall be performed to the current National Electrical Code.

If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.

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