CITY COUNCIL
AGENDA
CITY OF BOISE

Regular Evening Meeting

Tuesday, March 3, 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 President Pro Tem
Holli Woodings

Council Member
Patrick Bageant

Council Member
Jimmy Hallyburton

Council Member
Lisa Sánchez

Council Member
TJ Thomson

Our Vision: To Make Boise the Most Livable City in the Country
BOISE, IDAHO  
City Council Agenda  
6:00 PM  
March 3, 2020  
City Hall - Maryanne Jordan City Council Chambers

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 - Regular Day Meeting - Feb 25, 2020 12:00 PM

V. SPECIAL BUSINESS

1. Appointment of Mayor Lauren McLean to the Capital City Development Corp (CCDC) Commission to the unexpired term ending April 30, 2021

2. Appointment of Latonia Haney Keith to the Capital City Development Corp (CCDC) Commission for a five year term ending March 2025

3. Appointment of Kate Nelson to the Capital City Development Corp (CCDC) Commission for a five year term ending March 2025

4. FY 2019 Comprehensive Annual Financial Report

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 504422-504644 and ACH 62074-62124 in the total amount of $3,566,454.18 as of February 20, 2020.

*B. Public Hearing Requests
*1. The City Clerk requests CAR19-00028 / Kelly Kitchens / 9000 W State St / Rezone of 4.3 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) be scheduled in Council Chambers on March 31, 2020.

*2. The City Clerk requests PUD19-00042 / Mare Humeston & Neighbors / 4831 N Five Mile Rd / Appeal of the Planning & Zoning Commission’s approval of a conditional use permit for a planned residential development comprised of 15 multi-family units and 1 single family dwelling on 1.4 acres located in a L-OD (Limited Office with Design Review) zone be scheduled in Council Chambers on March 31, 2020.

*3. The City Clerk requests CAR19-00032 / Townhomes on the Ave, LLC / 612 N Avenue H Ave / Rezone of 1.04 acres located from a R-2 (Medium Density Residential – 14.5 units/acre) zone to a R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) zone be scheduled in Council Chambers on March 31, 2020.

*4. The City Clerk requests CAR19-00025 / CDG Acquisitions, LLC / 1909 & 2001 W Boise Ave / Rezone of 3.3 acres located from C-1D (General Commercial with Design Review) and R-2 (Medium Density Residential) zones to a R-OD/DA (Residential Office with Design Review and Development Agreement) zone be scheduled in Council Chambers on April 14, 2020.

*C. Travel Requests*

*1. Lauren McLean, Office of the Mayor, to attend the Chamber of Commerce Conference in McCall, ID, on April 26 - 28, 2020.

*2. Courtney Washburn, Office of the Mayor, to attend the Chamber of Commerce Conference in McCall, ID, on April 26 - 28, 2020.


*D. Minutes and Reports*

*1. Accessible Parking Committee Meeting Minutes, November 8, 2019

*2. Historic Preservation Commission Hearing Minutes, December 16, 2019

*3. Planning & Zoning Commission Hearing Minutes, January 6, 2020

*4. Design Review Committee Hearing Minutes, January 8, 2020

*5. Planning & Zoning Commission Hearing Minutes, January 13, 2020

*6. Parks and Recreation Commission Minutes, January 23, 2020

*7. Annual Investment Report, Fiscal Year 2019
*E. Resolutions*

*1. RES-78-20*  A RESOLUTION APPROVING A WAREHOUSE LEASE AGREEMENT, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND STAR ENTERPRISES, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*2. RES-80-20*  A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BOISE (PUBLIC WORKS DEPARTMENT) AND SIXTH STREET HOTEL CONDOMINIUMS ASSOCIATION, INC.; AUTHORIZING THE BOISE CITY PUBLIC WORKS DEPARTMENT TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-81-20*  A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-177; RESIDENTIAL STREET LIGHT INSTALLATION, CLP 182, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND ANDERSON & WOOD CONSTRUCTION CO., INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*4. RES-82-20*  A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-173 VISTA APARTMENT UNIT REHAB - PHASE 5/6 BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT, HOUSING AND COMMUNITY DEVELOPMENT DIVISION) AND PACIFIC SOURCE CONSTRUCTION; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*5. RES-83-20*  A RESOLUTION (SOS19-00025/DAVID ELLIS) FOR PARTIAL VACATION OF A BUILDING SETBACK PLAT NOTE FOR THE BIG SKY SUBDIVISION NUMBER 2, NORTHERLY PORTION OF LOTS 16 AND 17, BLOCK 1. THE PROPERTY IS LOCATED WITHIN SECTION 34, T. 4 N., R. 1 E. B.M. AND ADDRESSED AS 4060 N. COLUMBINE ST., BOISE, IDAHO, 83713, AS RECORDED WITH THE ADA COUNTY RECORDER IN BOOK 25 OF PLATS AT PAGE 1558 AND LOCATED AT 4060 N. COLUMBINE
*6. RES-84-20  A RESOLUTION APPROVING AUTHORIZATION FOR THE CITY OF BOISE CITY (CITY WIDE) TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS USING HELPING GOVERNMENTS ACROSS THE COUNTRY BUY (HGACBUY), DEPARTMENT OF INFORMATION RESOURCES (DIR), BUYBOARD, AND SOURCEWELL COOPERATIVE AGREEMENT CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

*7. RES-85-20  A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND INTERFAITH SANCTUARY HOUSING SERVICES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE MEMORANDUM OF AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

*8. RES-86-20  A RESOLUTION RATIFYING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE GEM STATE DISC GOLFERS FOR THE MAINTENANCE AND USE OF THE DISC GOLF COURSE LOCATED WITHIN ANN MORRISON PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO RATIFY SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

*9. RES-87-20  A RESOLUTION APPROVING THE OPEN ACCESS COMPENSATION AGREEMENT BETWEEN THE CITY OF BOISE CITY (LIBRARY) AND GARDEN CITY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-88-20  A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-193; GEOTHERMAL MATERIALS AND SUPPLIES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND CONSOLIDATED SUPPLY COMPANY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID
AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*11. RES-89-20 A RESOLUTION APPROVING A GROUND LESSOR’S ESTOPPEL AND AGREEMENT, BETWEEN THE CITY OF BOISE CITY AND ZIONS BANCORPORATION, N.A., DBA ZIONS FIRST NATIONAL BANK, AND A CONSENT TO ASSIGNMENT AND ESTOPPEL AGREEMENT, BETWEEN THE CITY OF BOISE CITY AND ZIONS BANCORPORATION, N.A., DBA ZIONS FIRST NATIONAL BANK; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*12. RES-90-20 A RESOLUTION APPROVING AN ADJUSTMENT TO THE AIRPORT’S CUSTOMER FACILITY CHARGE AND PROVIDING AN EFFECTIVE DATE.

*F. Subdivisions - Final Plats/Time Extensions

NO SUBDIVISIONS, FINAL PLATS OR TIME EXTENSIONS SCHEDULED.

VII. ORDINANCES

A. First Reading

1. ORD-7-20 AN ORDINANCE (CAR19-00020) FOR PROPERTY LOCATED AT 12600 W. GOLDENROD AVENUE 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 A-1 (OPEN LAND) TO R-1C (SINGLE FAMILY RESIDENTIAL); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

2. ORD-8-20 AN ORDINANCE (CAR19-00001 FOR PROPERTY LOCATED AT 211 W. HIGHLAND STREET, BOISE, ID 83706) 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 TOWN LOT RESIDENTIAL WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT (R-1MD/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.
3. ORD-9-20 AN ORDINANCE (CAR19-00023) FOR PROPERTY LOCATED AT 10390 W. STATE 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 SINGLE FAMILY RESIDENTIAL, URBAN (R-1C) TO PEDESTRIAN COMMERCIAL WITH DESIGN REVIEW (PCD); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

B. Second Reading

NO ORDINANCES SCHEDULED FOR THE SECOND READING CALENDAR.

C. Third 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 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.

VIII. UNFINISHED BUSINESS

NO UNFINISHED BUSINESS SCHEDULED.

IX. NEW BUSINESS

A. Subdivisions

1. All in One Construction and Remodel Services, LLC, SOS20-00002, Boise City Vacation of Plat Note, (SOS20-00002 / All in One Construction and Remodel Services, LLC / 5750 N Cloverdale Rd / Request for a vacation of plat note regarding building setbacks for Lot 20 of Block 1 in the Jones Striburek Subdivision on 0.85 acres in a R-1C (Single-Family Residential) zone.)
B. Public Hearings

1. News Rack Fee & Ordinance (15 min)
   Presenter: Tyler Johnson, Department of Finance and Administration
   
   **ACTION REQUESTED**: Affirm Direction

2. 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 a Development Agreement).

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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. 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.

II. REQUEST FOR APPROVAL

1. City Council - Work Session - Feb 11, 2020 3:30 PM

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

2. City Council - Regular Evening Meeting - Feb 11, 2020 6:00 PM

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

III. SPECIAL BUSINESS

1. Ratification of the Appointment of Jaime Hansen to the Boise City/Ada County Housing Authority Board for a term ending October 31, 2023

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

2. Appointment of Chris Blanchard to the Planning and Zoning Commission for a four-year term ending February 25, 2024
3. Appointment of Jennifer Mohr to the Planning and Zoning Commission for a four-year term ending February 25, 2024

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

4. Appointment of Ashley Squyres to the Planning and Zoning Commission for a four-year term ending February 25, 2024

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

5. FY 2020 Quarterly Report Presentation (20 min)
Presenter: Mike Sherack, Department of Finance and Administration

RESULT: DISCUSSED

IV. 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.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
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 503782-504089 and ACH 61911-61984 in the total amount of $3,830,625.00 as of February 6, 2020.

B. TRAVEL REQUESTS


C. MINUTES AND REPORTS

*1. Public Works Commission Minutes, January 8, 2020
*2. Library Board of Trustee's Meeting, January 9, 2020
*3. Library Director's Report, February 2020

D. RESOLUTIONS

*1. RES-66-20 A RESOLUTION APPROVING THE TRANSFER OF FY 2020 APPROPRIATIONS FROM THE CONTINGENT APPROPRIATION FUND TO IDENTIFIED OTHER FUNDS TO PROVIDE BUDGET AUTHORITY FOR CONTINGENT UNAPPROPRIATED GRANT AWARDS, ADDITIONAL SERVICES, AND OTHER APPROVED EXPENSES AND REVENUES; AND PROVIDING AN EFFECTIVE DATE.

*2. RES-67-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 18-118 (B), MISC. CIVIL ENGINEERING SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND J-U-B ENGINEERS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-68-20 A RESOLUTION APPROVING A SOLE SOURCE PROCUREMENT SS 11-041 PROFORCE LAW ENFORCEMENT FOR TASER INTERNATIONAL BETWEEN THE CITY OF BOISE CITY (POLICE DEPARTMENT) AND PROFORCE LAW ENFORCEMENT; APPROVING AUTHORIZATION TO PROCURE; AND PROVIDING AN EFFECTIVE DATE.

*4. RES-69-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-158 CONCOURSE C PASSENGER BOARDING BRIDGE C-8A BETWEEN THE CITY OF BOISE
CITY (DEPARTMENT OF AVIATION) AND SCOTT HEDRICK CONSTRUCTION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*5. RES-70-20 A RESOLUTION APPROVING AMENDMENT THREE TO A SITE ACCESS LICENSE AGREEMENT BETWEEN J.R. SIMPLOT COMPANY AND THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

*6. RES-71-20 A RESOLUTION APPROVING SUPPLEMENT NUMBER ONE TO LEASE AGREEMENT NUMBER DTFAWN-14-L-00009 BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE SUPPLEMENTAL NUMBER ONE ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

*7. RES-72-20 A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-223; IT CONTRACT SERVICES BETWEEN THE CITY OF BOISE CITY (INFORMATION TECHNOLOGY DEPARTMENT) AND TEKSYSTEMS, INC. OFF OF DIR COOPERATIVE CONTRACT NUMBER DIR-TSO-3577; AND PROVIDING AN EFFECTIVE DATE.

*8. RES-73-20 A RESOLUTION APPROVING A RENEWAL OF AND FIRST AMENDMENT TO AN INDUSTRIAL/COMMERCIAL LAND LEASE AGREEMENT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND CRIPE DISTRIBUTING, LLC, FOR THE LEASE OF CERTAIN PREMISES UPON BOISE AIRPORT; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID RENEWAL OF AND FIRST AMENDMENT ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

*9. RES-74-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A RENEWAL TO THE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND
UPSTREAM COFFEE BY WHICH THE CITY GRANTS UPSTREAM COFFEE AUTHORITY TO OPERATE A CONCESSION BUSINESS IN ANN MORRISON PARK; RATIFYING AND AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION DIRECTOR’S EXECUTION OF SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

*10. RES-75-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, THE PARK MASTER PLAN DESIGN OF THE WESTSIDE DOWNTOWN URBAN PARK AT 11TH & BANNOCK STREETS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID MASTER PLAN ON BEHALF OF THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION); AND ESTABLISHING AN EFFECTIVE DATE.

*11. RES-76-20 A RESOLUTION APPROVING AN UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND IDAHO POWER COMPANY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Thomson abstained.

*12. RES-77-20 A RESOLUTION COMMITTING TO THE CONTINUED EFFORTS BY THE CITY OF BOISE CITY TO MAINTAIN AND PROTECT THE HEALTH AND VITALITY OF ITS URBAN TREES AND TREE CANOPY; AND PROVIDING AN EFFECTIVE DATE.

*13. RES-79-20 A RESOLUTION APPROVING A GROUP SPORTS RESERVATION AND LICENSING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND NORTH BOISE LITTLE LEAGUE, INC. FOR LIMITED, NON-EXCLUSIVE USE OF FACILITIES OWNED AND OPERATED BY BOISE CITY; RATIFYING AND AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION DIRECTOR’S EXECUTION OF SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

E. SUBDIVISIONS - FINAL PLATS/TIME EXTENSIONS

V. ORDINANCES
A. **SECOND READING**

Moved that all ordinances on second reading be read by number and title only and filed for the Third 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-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.

| RESULT: | SECOND READ |
| MOVER:  | Elaine Clegg, Council President |
| SECONDER: | Holli Woodings, Council President Pro Tem |
| AYES: | Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson |

B. **THIRD READING**

Moved that further reading of ORD-5-20 be dispensed with and the record show that it has 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-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: APPROVED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

Executive Session: Discussion regarding acquisition of real property not currently owned by the City, pursuant to Idaho Code Section 74-206(1)(c), and personnel discussion, pursuant to Idaho Code Section 74-206(1)(b).

Council discussed two items, the acquisition of real property not currently owned by the City and a personnel item. The first item was discussed from 12:26 pm - 12:33 pm. The second item was discussed from 12:34 pm - 12:53 pm.

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

VIII. ADJOURNMENT

Motion to adjourn the City Council meeting.

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

APPROVE:

Lauren McLean, Mayor

ATTEST:
Lynda Lowry, Ex-Officio City Clerk
TO: Boise City Council
FROM: Mayor Lauren McLean
CC: Courtney Washburn
DATE: 2/28/2020
RE: Appointment to the Capital City Development Corporation (CCDC) Board of Commissioners

APPOINTMENT TO THE CCDC BOARD OF COMMISSIONERS

Pursuant to the provisions set forth in Idaho Code 50-2006(b)(1), I respectfully present for your consideration and confirmation the appointment of the following individuals to the CCDC Board of Commissioners:

- Mayor Lauren McLean for a term to expire no later than November 7, 2023
- Kate Nelson for a five-year term
- Latonia Keith for a five-year term
TO: Boise City Council  
FROM: Mayor Lauren McLean  
CC: Courtney Washburn  
DATE: 2/28/2020  
RE: Appointment to the Capital City Development Corporation (CCDC) Board of Commissioners

APPOINTMENT TO THE CCDC BOARD OF COMMISSIONERS

Pursuant to the provisions set forth in Idaho Code 50-2006(b)(1), I respectfully present for your consideration and confirmation the appointment of the following individuals to the CCDC Board of Commissioners:

- Mayor Lauren McLean for a term to expire no later than November 7, 2023
- Kate Nelson for a five-year term
- Latonia Keith for a five-year term
TO: Boise City Council  
FROM: Mayor Lauren McLean  
CC: Courtney Washburn  
DATE: 2/28/2020  
RE: Appointment to the Capital City Development Corporation (CCDC) Board of Commissioners

APPPOINTMENT TO THE CCDC BOARD OF COMMISSIONERS

Pursuant to the provisions set forth in Idaho Code 50-2006(b)(1), I respectfully present for your consideration and confirmation the appointment of the following individuals to the CCDC Board of Commissioners:

- Mayor Lauren McLean for a term to expire no later than November 7, 2023
- Kate Nelson for a five-year term
- Latonia Keith for a five-year term
## CURRENT EXPENSE CASH PAYMENT REGISTER

### 02/20/20

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Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $3,566,454.18 (Check report February 20 2020)
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Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $3,566,454.18 (Check report February 20 2020)
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3,566,454.18
City of Boise
Employee Travel
Authorization / Advance Request / Expense Report

TRAVELER & TRIP INFORMATION

Employee: Lauren McLean
Department: Office of the Mayor
Employee Vendor #: 
Date: 02/28/2020

Trip Purpose: Chamber of Commerce Conference

Destination: McCall, Idaho
Departure Date & Time: April 26th, 2020 at 3pm
Return Date & Time: April 26th, 2020 at 5pm
City Council Approval Date: 

Company: 101
Acct Unit: 1000
Acct #: 540003
Grant/Activity: 

ADVANCE REQUEST

Advance #: TEA LM 940259
Description: Chamber Conference

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. 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

<table>
<thead>
<tr>
<th>Employee advance</th>
<th>M&amp;IE # of days</th>
<th>per diem rate</th>
<th>total</th>
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<tr>
<td>Registration Fees</td>
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<tr>
<td>Other (explain)</td>
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ACTUAL COSTS

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<th>P-Card</th>
<th>Total</th>
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<td>Other (explain)</td>
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<tr>
<td>Other (explain)</td>
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RECONCILIATION OF TOTAL TRAVEL COSTS

Advanced to Employee: A
Employee Expense: B
Difference: B - A
City Check: C
P-Card: D
Total travel costs: B + C + D

I, ____________________________

Signature

Date: 02/28/2020

Packet Pg. 28

Attachment: Mayor Lauren McLean Travel Form (Lauren McLean in McCall, ID)
# City of Boise
Employee Travel

Authorization / Advance Request / Expense Report

## TRAVELER & TRIP INFORMATION

<table>
<thead>
<tr>
<th>Employee</th>
<th>Courtney Washburn</th>
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<tbody>
<tr>
<td>Department</td>
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<tr>
<td>Employee Vendor #</td>
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<tr>
<td>Date</td>
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</tr>
<tr>
<td>Trip Purpose</td>
<td>Chamber of Commerce Conference</td>
</tr>
<tr>
<td>Destination</td>
<td>McCall, Idaho</td>
</tr>
<tr>
<td>Departure Date &amp; Time</td>
<td>April 26th, 2020 at 2pm</td>
</tr>
<tr>
<td>Return Date &amp; Time</td>
<td>April 29th, 2020 at 5pm</td>
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<td>City Council Approval Date</td>
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## ADVANCE REQUEST

<table>
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<th>TEA CW 042620</th>
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<tr>
<td>Description</td>
<td>Chamber Conference</td>
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## Per Diem Calculation

**Travel To Site**

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<th>Per Diem Rate</th>
<th>per each MILE</th>
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<tr>
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<tr>
<td>Other (explain)</td>
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<tr>
<td>Total advance requested</td>
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</table>

### Breakfast
- 2 days
- $12.00 per day
- $24.00

### Lunch
- 1 day
- $14.00
- $14.00

### Dinner
- 2 days
- $25.00 per day
- $50.00

### Incidents
- 1 day
- $5.00
- $5.00

**TOTAL:** $191.00

## ACTUAL COSTS

<table>
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<th>Employee Expense</th>
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<th>P-Card</th>
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<tbody>
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<td>Per Diem (less meals provided)</td>
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**Difference (F - A):**

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<th>C</th>
<th>D</th>
<th>E</th>
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## RECONCILIATION OF TOTAL TRAVEL COSTS

**Reimbursement #:**

**Description:**

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

Employee Signature: [Signature]

Date: 2/26/20

Supervisor Signature: [Signature]

Date: 2/26/20

Revised: 8/29/16

Packet Pg. 29
### City of Boise

#### Employee Travel

**Authorization / Advance Request / Expense Report**

**TRAVELER & TRIP INFORMATION**

Employee: Sean Keithly

Department: Office of the Mayor

Employee Vendor #: 

Date: 02/09/2020

**Trip Purpose:** Chamber of Commerce Conference

**Destination:** McCall, Idaho

**Departure Date & Time:** April 26th, 2020 at 3pm

**Return Date & Time:** April 28th, 2020 at 5pm

**City Council Approval Date:**

**Company:**

Acct Unit: 100

Acct #: 540003

**ADVANCE REQUEST**

Advance #: TEA SK 042620

Description: Chamber Conference

#### Per Diem Calculation

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### ACTUAL COSTS

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<th>Difference</th>
<th>City Check</th>
<th>P-Card</th>
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### RECONCILIATION OF TOTAL TRAVEL COSTS

- **Difference (B - A):**
  - If difference is positive - City will reimburse employee
  - If difference is negative - Employee will reimburse city by cash or personal check

**Reimbursement #:**

**Description:**

**By signing below I certify that the amount is just and correct. The amount claimed is legally due after allowing all just credits, and that no part of the same has been previously paid.**

**Employee Signature:****

**Date:** 02/26/20

**Emergency Travel:**

**Revised:** 02/29/16

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**Packet Pg. 30**
City of Boise
Accessible Parking Committee Meeting

Date: November 8, 2019
Time: 1:30pm
Location: City of Boise
Belgravia Conference Room
150 N. Capitol Blvd
Boise, ID 83705

MEETING MINUTES

Committee Attendees Present:

✓ Jane Donnellan
✓ Dana Gover (Secretary)
✓ Ken Jones (Vice Chair)
✓ Mel Leviton
✓ Jeremy Maxand (Chair)
✓ Virgil Rock
✓ Jennifer Grush-Dale

Guests Present:
Zach Piepmeyer, City of Boise PDS
Adam Dingeldein, City of Boise Legal
Ciera Garechana, City of Boise HR
Josh Wilson, City of Boise PDS
Martin Bautista, City of Boise DFA
Becky Sievers-Mathey, City of Boise DFA
Craig Croner, City of Boise DFA
Andrew Haworth, City of Boise DFA

1. Call to Order

   Committee Chair Jeremy Maxand called the meeting to order at 1:30pm.

2. Welcome and Introductions

3. Action Items (Jeremy)

   a. Approval of Meeting Minutes
      i. September 13, 2019 – Regular Meeting

   Motion: Committee moved to approve the amended September 13, 2019 Accessible Parking Committee Meeting Minutes.
Mover: Ken  
Second: Virgil  
Ayes: Unanimous  
Absent: Mel

Mel joined meeting following this item.

b. Election of Accessible Committee Officers for 2020

Jeremy proposed the elections be conducted with a single motion. The Committee discussed positions and proposed Ken, Jennifer and Dana as the Chair, Vice Chair and Secretary, respectively.

Motion: Committee moved to elect Ken as Chair, Jennifer as Vice Chair and Dana as Secretary  
Mover: Virgil  
Second: Dana  
Ayes: Unanimous  
Absent: None

4. Discussion Items
   a. Follow-Up Items
      i. ADA Parking Stall Inventory and Analysis (Zach)

Review of Recent Work:

Zach provided a summary of the work conducted since the September Committee meeting. Staff is working to identify proposed stall locations for city blocks that are in need of one or more accessible on-street stalls. Following the committee members’ recommendations at the September meeting for the red-colored blocks, a single proposed accessible on-street stall has been identified for each of the yellow-colored blocks on the map. A GIS layer is being prepared for the recommended stall locations on each of the red- and yellow-colored blocks. The map will be provided to Committee members soon so they can review in preparation for the January 2020 meeting, at which time the Committee expects to discuss and to make a recommendation.

Anticipated Next Steps:

1. Committee discussion and recommendation on preferred stall locations (Jan 2020 meeting)  
   Zach will provide a copy of the “preferred stall location” map from Committee members to review ahead of the January meeting.

2. Prioritization of preferred stall locations (Jan 2020 meeting or special Feb 2020 meeting)

3. Final recommendation (i.e. finalize inventory and plan) to Parking Services (Special Feb 2020 meeting or March 2020 meeting)


5. Design/Implementation
ii. 16th/Jefferson – Bike Rack (Zach)

The City made minor adjustments to the location of the existing bike rack located adjacent to the front end of the existing accessible parking stall (stall #7). Removal of the bike rack is not an option as the property owner has a License Agreement with ACHD under which they are permitted to have the bike rack at this location. The property owner would be open to relocation but there is currently no space with an improved surface on or adjacent to the property where the bike rack could be relocated. Further improvement at this location will likely need to be undertaken by the City and may include larger concrete area at the accessible stall or a new bike rack concrete pad away from the accessible stall.

iii. COD19-04128 Update (Martin)

Because this COD is an open investigation, the City is not allowed to discuss specifics of the case. However, Martin provided a generic overview of what Code Enforcement does and their processes.

iv. Private Parking Lot Design and Enforcement (Josh)

Josh provided information on how the City reviews proposed private development at the applications and construction stages of development, illustrating the process using actual private development applications the city has reviewed.

a. New Items

i. Accessible Parking Website Update (Zach)

Zach provided an overview of recent updates to the City’s Accessible Parking Website. Changes include:

- Updated map of existing accessible on-street parking stall inventory. Map is zoomable and each stall can be selected for more specific information on location and known compliance issues. A footnote was added below the map indicating that the city is in the process of prioritizing ADA improvements to these stall locations exhibiting compliance issues.
- Accessible On-Street Parking Stall Request Form has been added ➔ user fills out basic form and website will then send an email to Parking Services
- Option for contacting the Accessible Parking Committee ➔ user fills out basic form and website will then send an email to Parking Services
- Current Committee Member names and positions ➔ information will be updated with new leadership roles and Jane’s name will be added.
- Committee meeting agendas will be posted to this page ahead of future meetings
- Link to Boise City Code Section 02-13 (Accessible Parking Committee)

https://www.cityofboise.org/departments/finance-and-administration/parking-services/downtown-parking/accessible-parking/
ii. Accessible Parking Stall Markings (Zach)

Zach provided information regarding a pilot pavement marking project the City would like to conduct, which will provide additional pavement markings on the sidewalk adjacent to accessible on-street parking stalls. The intent with the additional markings is to discourage people from placing any obstruction (i.e. e-scooters, construction signage, newspaper stands, sandwich boards, etc.) on the sidewalk or in the furnishing zone which would block access to the accessible parking stall, thereby rendering it non-compliant. Two existing on-street accessible stall locations downtown will be tested through the pilot for clarity, effectiveness and to ensure that the pavement marking materials adhere to brick paver surfaces. These are at the east side of City Hall on 6th Street (Stall #36) and at the NW corner of Capitol/Idaho (Stall #31).

Blue paint will be added to delineate the area of the sidewalk and furnishing zone adjacent to an accessible stall which should not be blocked. In addition, “DO NOT BLOCK” verbiage will also be added in blue paint, similar to the image below.
iii. Public Requests/Complaint Process (Becky)

Becky reviewed both on-line and phone options for citizens to submit complaints to the City related to on-street accessible parking. Someone wanting to submit a complaint can do so via phone, email or through the on-line tracking system. Use of the on-line tracking system is desirable for complainants wishing to track the progress of their complaint. Otherwise, email and phone reporting will suffice.

Committee members expressed a desire to be able to submit complaints on-line but (1) not have to know that their complaint is in reference to a code violation in order to make a complaint and (2) not have to have a profile/login in order to submit a complaint. People should be able to type “Complaint” on the city’s homepage and be directed to the appropriate page to make a complaint about scooters, parking violations or sidewalk blockages and the complaint form should be as simple as possible.

City staff will review the city’s web page and identify ways to simplify the complaint process. Will report back at the next Committee meeting.

iv. Update on e-Scooter Obstructions (Andrew)

Andrew’s new role within Code Compliance includes work with e-Scooter companies on abatement of scooter obstructions. Andrew provided information on how scooter-specific complaints can be initiated with the City via email, phone or on-line.

v. 2020 Committee Meeting Schedule

The Committee identified 5 regular meeting dates for 2020 as follows:

i. January 10, 2020
ii. March 13, 2020
iii. May 8, 2020
iv. September 11, 2020
v. November 13, 2020

6. Announcements

7. Adjourn

The meeting adjourned at 3:15pm

Next Meeting: January 10, 2020, at LINC
I. CREATE TO ORDER

PRESENT: Montoto, Rupp, Koski, Moroney, Suarez, Weaver, Richter, Shallat
ABSENT: Valderrama-Echavarria

II. MINUTES ACCEPTANCE

1. Historic Preservation Commission Minutes / November 25, 2019

RESULT: APPROVED [7 TO 0]
MOVER: Noah Richter
SECONDER: Devin Koski
AYES: Montoto, Rupp, Koski, Moroney, Weaver, Richter, Shallat
ABSTAIN: Xavier Suarez
ABSENT: Carolina Valderrama-Echavarria

III. CONSENT AGENDA

1. DRH19-00502 / Robert Musheno
Location: 1011 W. Resseguiie Street
Certificate of Appropriateness request to construct a two-story garage with a second level accessory dwelling unit. The project will increase lot coverage above 35%. The project site is located in an R-1CH (Single-family Residential with Historic overlay) zone.

2. DRH19-00529 / Jay Curtright
Location: 1110 N. 20th Street
Certificate of Appropriateness request to demolish an existing one-story non-contributing single-family structure and to construct a one-story single-family structure. The project site is located in an R-1CH (Single-family Residential with Historic overlay) zone.
RESULT: APPROVED [7 TO 0]
MOVER: Cindy Montoto
SECONDER: Noah Richter
AYES: Montoto, Rupp, Koski, Moroney, Weaver, Richter, Shallat
ABSTAIN: Xavier Suarez
ABSENT: Carolina Valderrama-Echavarria

IV. NEW BUSINESS

3. DRH19-00535 / Cooper Kalisek
   Location: 1723 W. Eastman Street
   Certificate of Appropriateness request to construct a roof over the main entry of a contributing structure. The project site is located in an R-1CH (Single-family Residential with Historic overlay) zone.

   Ted Vanegas: As you can see the structure is located on the southeast corner of Eastman and 18th Street. It is a fairly constrained lot. The structure on there was built as a church and has traditionally existed as a church. The applicant is converting the property into a single-family property.

   The style of the church is generally a Craftsman style constructed in 1925. Again, it is contributing and in the Expanded North End Historic District.

   This shows some of the details of it. There will be no change in lot coverage. The lot size is a little over 6,000 square feet and sort of an odd shaped lot with no alley access and is a substandard lot in the zone.

   This is the site plan provided by the applicant. As you can see what we’re talking about is this cover over the landing area of the entry to the church. It is about 4 feet extended from the building. As you can see it comes out on the...this is the west elevation. It comes out and it actually uses some brackets to support it so it is not using posts which can be more impactful to the change of a contributing structure.

   This is a photo of the existing entry. Another close-up.

   Staff does recommend approval of DRH19-00535. In the past, as explained in the staff report, we have occasionally had contributing homes come forward that have requested to have stoop covers or covers over the landing and stairs for safety reasons to protect them from rain and ice and such. In the past those have generally been approved maybe with some alterations or changes in the design. With that I’ll stand for questions.
Applicant Testimony

Beth Lassen (Applicant’s Representative): The reason for this proposal, as you can imagine, the owner is wanting to convert this church into a single-family residence which it is zoned and for which we are not here for tonight.

The main change to the front is to put a covering over the entry door. Right now, it is a commercial steel entrance. That is going to be changed to a solid wood door.

Again, like the staff report mentions, safety is the main reason for this. It is a north facing door with a lot of concrete and stairs. That is the biggest reason. The design is to have the least impact and it is as small as possible that we could get over the door. It also is using brackets which we will adhere from the inside so as to not disturb the siding. We decided not to use posts because we felt that was a more substantial structure.

No Neighborhood Association Testimony

No Public Testimony

Commissioner Richter: With the proposed replacement of the steel door with a solid wood door what is happening, if anything, to the transom windows above it?

Beth Lassen: They are staying as is.

Commissioner Richter: Good to know. Mainly safety is what you’re going for here?

Beth Lassen: To get a cover to not only...right now there are steel doors so if they get wet who cares they are steel doors right? You put some nice wood doors in there and having water run down the front of them, as you probably know, is not the best situation. We’re trying to protect the doors and covering for ice safety. Again, you can see it is a big stoop of concrete and stairs going up to that. There’s no railing or anything on it which we didn’t want to add to.

Commissioner Richter: Thank you.

Public Portion Closed

Commissioner Richter: I feel a discussion would be in order before a motion is made. My first initial reaction is I don’t agree with the approval of this application. It definitely is the front façade of the house...church or soon to be house. I think it affects it too much.
The architecture that is there now was the intent of the architecture and I think if we ruin that then we’re going to lose it. I understand that you want to protect a very expensive wood door that you're going to be installing into the church and that makes total sense. I think there might be an opportunity for some design there too. Maybe a different material. That is my first knee-jerk reaction as far as where I would stand on it.

Commissioner Koski: My initial reaction looking at the picture and maybe Ted, if you can bring up the photograph of the front of the house? Can you bring up the photograph that shows the whole building? I’m looking at that and right now the design element that stands out is the entryway. Certainly, there are trees covering part of it, but that is the visible design element that was originally intended by the architect. I have concern that you’re going to be changing one of signature parts of the building. I too am concerned with that.

Commissioner Weaver: I don’t have a problem with the design of the overhang, and I see the need for it. I think the biggest thing here is because it is changing from one to another and with it becoming a house it seems appropriate to have that on there. I just wish there was a way that we could figure out how to get it on there without attaching it to the house so it could be separate, and it doesn’t ever change the designation of the house or anything like that would be considered some sort of an addition in the future. I don’t know if there is a way to do that or not. I know columns aren’t desired, but maybe there is a little bit more to be thought about to try and not affect the actual construction of the original building.

Commissioner Richter: I think maybe some work on the scale and massing. It is such a prominent feature of the front of the house and it is so tall. It just seems a little bit out of proportion and a little bit small. It would be nice if the scale and massing was different.

RESULT: DENIED [4 TO 3]
MOVED: Noah Richter
SECONDER: Devin Koski
AYES: Devin Koski, Danielle Weaver, Noah Richter, Anthony Shallat
NAYS: Cindy Montoto, Ericka Rupp, Jillian Moroney
ABSTAIN: Xavier Suarez
ABSENT: Carolina Valderrama-Echavarria

V. ADJOURNMENT
I. **CALL TO ORDER**

PRESENT: Ansotegui, Stevens, Gillespie, Stead, Finfrock, Bratnober, Schafer, Zuckerman

II. **CONSENT AGENDA**

3. **CUP19-00087 / Joplin Pond, LLC**
   11532 W Joplin Rd
   Conditional use permit for a contractor office and yard on 1.25 acres located in a pending M-2D/DA (Heavy Industrial with Design Review and Development Agreement) zone. A variance for the gravel parking is included. *David Moser*

   **RESULT:** APPROVED [6 TO 0]
   **MOVER:** Tamara Ansotegui, Co-Chair
   **SECONDER:** Meredith Stead, Commissioner
   **AYES:** Ansotegui, Stevens, Gillespie, Stead, Finfrock, Bratnober
   **ABSTAIN:** Ben Zuckerman
   **RECUSED:** Bob Schafer
   **UNANIMOUS APPROVAL TO PLACE ON CONSENT**
   **ALL IN FAVOR, MOTION CARRIED**

2. **SOS19-00023 / Rodney Johnson**
   8306 W State St
   Waiver to the Subdivision Ordinance requirement to construct curb, gutter and sidewalk as part of a Minor Land Division on 4.27 acres located in an R-1A (Single Family Residential) zone. *David Moser*
4. **CVA19-00067 / Kenneth Reed Architect**  
   422 N Bacon Dr  
   Variance to encroach into the side setback to construct a new dwelling on 0.19 acres located in an R-1C (Single Family Residential) zone. *Ethan Mansfield*

6. **CUP19-00085 / South Beck & Baird**  
   2002 S Vista Ave  
   Modification to a previously approved conditional use permit to expand the office use and the associated parking lot on 0.32 acres located in an R-3D (Multi-Family Residential with Design Review) zone. *Nicolette Womack*

7. **CAR19-00030 / Dark Horse Associates, LLC**  
   9831 & 9819 W Shields Ave  
   A minor modification to the Development Agreement is also included. *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 1.90 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 1.90 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**
III. **DEFERRALS**

8. **CAR19-00021 / Boise State University**
   South of University Drive, between Denver Avenue and Joyce Street
   Rezone of 6 parcels totaling 1.58 acres from an R-2 (Medium Density Residential) zone to a U (University District) zone. Leon Letson

**CPA19-00001 / Boise State University**
South of University Drive, between Denver Avenue and Joyce Street
Comprehensive Plan Amendment to amend the Land Use Map with the updated 2019 Campus Master Plan to include new student housing, academic buildings, public space improvements, and a baseball field and associated infrastructure modifications in the southeast corner of campus. Leon Letson

RESULT: **TABLED [6 TO 0]**

MOVER: Milt Gillespie, Commissioner
SECONDER: Jim Bratnober, Commissioner
AYES: Ansotegui, Stevens, Gillespie, Stead, Finfrock, Bratnober
ABSTAIN: Ben Zuckerman
RECUSED: Bob Schafer

**UNANIMOUS APPROVAL TO TABLE ITEMS**
ALL IN FAVOR, MOTION CARRIED

IV. **NEW BUSINESS**

1. **PUD19-00035 / 2010 North Redwood Road**
   11304 W Fairview Ave
   Conditional use permit for a mixed use planned development comprised of 38 attached townhomes and 1 future commercial retail building on 5.1 acres located in a C-2D (General Commercial with Design Review) zone. Karla Nelson

**SUB19-00064 / Boise Towns Subdivision**
11304 W Fairview Ave
Preliminary Plat for a mixed use subdivision comprised of 1 common and 40 buildable lots on 5.1 acres located in a C-2D (General Commercial with Design Review) zone. Karla Nelson

RESULT: **APPROVED [7 TO 0]**

MOVER: Jim Bratnober
SECONDER: Tamara Ansotegui, Co-Chair
AYES: Ansotegui, Stevens, Gillespie, Stead, Finfrock, Bratnober, Schafer
ABSTAIN: Ben Zuckerman
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE:                                )
PUD19-00035 / 2010 NORTH REDWOOD ROAD )
and                                )
SUB19-00064 / BOISE TOWNS SUBDIVISION )
11304 West Fairview Avenue           )
____________________________________)  

TRANSCRIPT OR RECORDED PUBLIC HEARING

MONDAY, JANUARY 6, 2020

COMMISSIONERS PRESENT:
JENNIFER STEVENS, CHAIR
TAMARA ANSOTEGUI, CO-CHAIR
JIM BRATNOBER
JANELLE FINFROCK
MATT GILLESPIE
BOB SCHAFER
MEREDITH STEAD
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
JEFF LaMAR, C.S.R. No. 640
Notary Public
(Begin transcription at 09:20 of audio file.)

INTRODUCTION

CHAIRMAN STEVENS: We'll start with item 1.

This is PUD19-35 and SUB19-64 at 2010 North Redwood Road.

And we'll hear from Karla.

KARLA NELSON: Madam Chair and Commissioners, before you is a conditional-use permit for a mixed-use planned development comprised of 38 attached townhomes and a future commercial development. A preliminary plat for a mixed-use subdivision comprised of one common and 40 buildable lots is included.

The site is located on Fairview Avenue, west of Five Mile Road in a C-2D zoning district. Commercial uses line Fairview Avenue, including a car dealership directly to the east. A mix of residential uses are also found nearby, including a townhome development to the north.

The proposed use of townhomes and future commercial is compatible with the surrounding area. However, certain aspects of the design are challenging and could result in a less than desirable living environment for future residents, as the site is shared with automobile-oriented uses in the form of an
overflow car dealership parking lot and future retail along Fairview. To mitigate these concerns the Planning Team is recommending several conditions that will be covered towards the end of my presentation.

The site plan includes 32 two- and three-story townhomes, each with an enclosed two-car garage. 18 guest parking spaces are also provided on site. Curb, gutter, and 5-foot attached sidewalk exists along King Street, Shamrock, and Steelwood Avenues abutting the site.

Pedestrian connections will be provided from the fronts of the townhomes to the existing sidewalk. Site access will be provided through service drives with two access points along Shamrock and one on Steelwood Avenue. The straight connection between Shamrock and Steelwood will be shared with a future retail development.

We have received one letter expressing concern about the proposed access onto Steelwood Avenue, as it could cause traffic to back up onto Fairview Avenue.

ACHD did approve the project, but noted that the driveway onto Steelwood may be restricted to right in/right out in the future if conditions warrant.

Here's a preliminary plat. Each townhome
and garage will be located on a separate lot, and a common lot will be provided to accommodate the service drive and common areas. The townhomes will be two and three stories tall, will each contain three bedrooms, and will be approximately 1,500 to 2,000 square feet in size, excluding the garages.

A recommended condition of approval will require enhanced modulation on the Shamrock-facing facade to more closely resemble the lower image on the slide. The Applicant is working with Design Review to improve this facade.

Here is the landscape plan. Street trees will be planted along Shamrock and Steelwood Avenue outside of the 80-foot irrigation easement. A landscape common area with a gazebo and play area will be provided on the northwest corner of the site. Additionally, each unit will include a patio.

As detailed in the project report, the Planning Team is recommending several conditions of approval aimed at improving compatibility between the proposed townhome development and the adjacent auto-oriented uses. The Applicant has addressed several of our initial concerns, but there are a few areas where we are not in agreement.

As depicted in this slide, the Planning
Team is recommending a minimum 20-foot landscape separation between the shared service drive and the proposed townhomes. The Planning Team recommends that the separation include 8 feet of landscaping between the curb and sidewalk, which is the minimum needed to accommodate Class II trees. This will be followed by a 5-foot wide detached sidewalk and another 7 feet of landscaping.

After some adjustments, the Applicant is now proposing a total of 15 feet in this area, which is greatly improved from initial plans, but still does not offer any landscape area large enough to accommodate Class II trees.

The Planning Team is also recommending a similar 20-foot landscape separation between the overflow parking lot property boundary and the future townhomes, as depicted on this slide.

The Applicant does propose 20 feet adjacent to Building F, but along the southern side of the parking lot the proposed separation is between 12 and 15 feet, which, again, with the detached sidewalk limits the opportunity to provide Class II trees.

Related to solid waste, the Planning Team is recommending that the units in Buildings A through D be required to utilize a carry-out service. The
alternative is for these 24 units to bring their carts to the shared service drive. And with two to three carts per unit, the drive will become cluttered. It could cause aesthetic concerns, and it could adversely impact the use of the shared driveway. The Applicant may or may not be in opposition to this condition.

The recommended site-specific conditions are shown on this slide, and those that are in dispute that were just discussed are highlighted in yellow. The Planning Team understands that compliance with these conditions will likely require the Applicant to eliminate four units or perhaps will necessitate the utilization of smaller units. These changes would likely require staff-level modification to the planned unit development.

Despite this impact, the Applicant -- despite this impact to the Applicant, the Planning Team finds that these conditions are important to ensure that the proposal will be compatible with the neighborhood and will not cause adverse effects.

In conclusion, the Planning Team recommends approval of the application with conditions. The Commission will make a final decision on the PUD and may modify any of the recommended conditions. The Commission will make a recommendation to the City
Council on the subdivision.

Thank you.

CHAIRMAN STEVENS: Thank you.

Is the Applicant present?

KARLA NELSON: Okay.

CHAIRMAN STEVENS: Do you care to step forward and make a presentation? Would ten minutes be enough to start? Okay. Great. Let's start with that.

GREG FLINT: Good evening, Madam Chair and Commissioners.

CHAIRMAN STEVENS: Good evening.

GREG FLINT: Thank you for the opportunity to speak this evening. I don't think I'll take ten minutes, but I just wanted to show a couple of the renderings.

CHAIRMAN STEVENS: If you could start with your name and address for the record, please. Thank you.

GREG FLINT: Of course, yes.

Greg Flint, 9350 South 150 East, Sandy, Utah, so...

So yeah, we've -- we appreciate the staff's input and just kind of wanted to share a little bit about the project and I guess ask for a little bit of direction on some of the conditions that we've asked for some variances on.
So really we've called this the Forester Subdivision Townhome Development. I'm really just going to show a few slides of some of the renderings you've seen, as well as the updated Shamrock elevation that we've seen, that we've been asked to update.

Obviously, this has all been gone over, but the 38 townhomes, some future retail pads. We've had some interest in it on those, but nothing that we're bringing before you today. Then we have a mix of two- and three-story units, and they'll all be three-bedroom units in this development.

Just to show you the look and feel of this, we've tried to do this symmetrical design where you have six units in the middle there, and then Shamrock will have the three-story units, which we'll show in just a minute.

So just another look there looking down the middle.

Just a quick look down those alleyways as well, the backs and the sides.

And then just wanted to bring this to your attention as well. We've done a little bit more up and down or articulation here of the front of the building, popped it out a little bit. We think this looks a lot better as well to present that. Just one of the things
that Karla mentioned.

So really that's the look and feel of these townhomes. Like we said, there will be 38 of them. And the -- the conditions that we wanted to discuss, I mean we've made quite a few modifications from the initial staff report. We think the project's gotten a lot better based on their recommendations.

We do feel that we could -- the 20 feet separation is kind of causing us a little bit of trouble with meeting that requirement. So we propose putting -- I can't remember the original, but 15 feet on the north side of the building, and then 15 feet on the south side, as Karla pointed out.

And some of the reasons for that, we've got a constraint there -- and I'll go back to the site plan. So one of our initial constraints was the -- the -- call it the service drive, essentially, between the retail and the -- and the townhomes. That's kind of limited by the -- where that road can go. So that was kind of our first limiting factor. We also wanted to leave enough room to get viable retail right in that area.

Initially we thought that the setbacks were 10 feet in the zone, especially for a service drive. So that's why we started with an even smaller amount,
but now we've expanded it to the 15 feet with the landscaping areas that Karla has outlined. And that's really what we're requesting is that we go from a 20-foot to that 15 feet. We feel that's sufficient.

We also note that on Shamrock and Steelwood, the two side streets, there are essentially the same buffer there. I mean there's the 10-foot setbacks for the buildings and there's the sidewalk. So it's pretty similar to the same feel that would be on the south side of these units, so -- so we're just asking for a consideration on that to reduce those from 20 feet to the 15 feet and meet the landscaping requirements there.

In terms of the trash carry-out, we can definitely look at that. I think that's a very valid point. After looking at it, there were essentially 24 units. I know you have two to three cans per -- per unit. That certainly adds up to a lot of cans. So 48 cans, or more than that, seems a lot. So we'll have to look at -- and we agree that there's probably too much to put on that service drive, so...

In conclusion, that's all I have to present. We look for your feedback and your consideration on that, and happy to answer any questions.
CHAIRMAN STEVENS: Great. Thank you, Mr. Flint.

GREG FLINT: Uh-huh.

CHAIRMAN STEVENS: Are there questions for staff or the Applicant?

This isn't quite time yet for public testimony. We'll get there, though. Yeah.

Any questions for staff or the Applicant?

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: I have a question for the Applicant.

So if I understand correctly, the primary objective -- the primary objection is really on that south service road related to the future -- the size for future retail?

GREG FLINT: I guess if I understand your question, yes, there's -- essentially there's the road that goes right through the middle.

COMMISSIONER BRATNOBER: Right.

GREG FLINT: And we've got the six units --

COMMISSIONER BRATNOBER: Uh-huh.

GREG FLINT: -- there. And staff has requested 20 feet on both sides of those units. We're essentially saying to meet the -- the -- I guess the buffer of that road right there, we'd need 15 to fit
the six units in there on both sides.

COMMISSIONER BRATNOBER: Okay.

GREG FLINT: Does that answer your question?

COMMISSIONER BRATNOBER: Um --

GREG FLINT: You look like you still got more.

COMMISSIONER BRATNOBER: Yeah. Because I thought I heard you say that one of the main considerations on that south service road was allowing -- I think you said something like enough space for viable retail.

GREG FLINT: Yeah. So we've laid out -- you can kind of see it on the --

COMMISSIONER BRATNOBER: Right.

CHAIRMAN STEVENS: -- site plan. We don't have a particular use, just kind of some generic retail pads. But in order to get the sizes and the depths, we put that service road right kind of in that location right there, which --

COMMISSIONER BRATNOBER: Okay. So you -- so you don't really have a picture of how much space that retail area is going to need; is that correct?

GREG FLINT: Other than kind of the concepts we've laid out here, that is -- we have laid out say a financial, a bank or a credit union or something like that and some other retail, just based on other --
other standards -- or other typical pads of that size, so...

COMMISSIONER BRATNOBER: Okay. So it's not based on specific constraints you see in those future plans?

GREG FLINT: It's not a definite thing, but we've definitely laid it out to see that something fits there.

COMMISSIONER BRATNOBER: Thank you.

GREG FLINT: Thank you.

CHAIRMAN STEVENS: Other questions for staff or the Applicant?

COMMISSIONER GILLESPIE: Madam Chair.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Thank you.

Question for staff, for Karla.

So if I'm reading our code correctly, on page 97 of our code, there's a table, "Dimensional Standards for Buildings in Commercial Districts," table 11-4.8 "Setbacks." And it shows that the front yard setback is -- and the side yard, street setback for C-2 is 10 feet.

So is the City essentially asking for twice as much as the code requirement on the setback?

KARLA NELSON: Madam Chair,
Commissioner Gillespie, that's correct. We feel because of the automobile-oriented uses, there will be cars going through their probably two drive-throughs, and they have a car dealership parking lot on the same lot that some more landscape separation is really the only way that we can enhance the compatibility of these uses.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: And, Karla, one of the specific facts you mentioned was the desire to get Class II trees in that space is what really was the factual specificity you gave for that 20-foot request; is that correct?

KARLA NELSON: Madam Chair, Commissioner Gillespie, that is correct.

COMMISSIONER GILLESPIE: All right. Thank you. Finally, a question for the Applicant.

So we're basically talking about reducing that -- I guess it's the north-south dimension for the townhomes by 10 feet. We're arguing about 10 feet total, 5 on both sides. But I look up into the large, quote, "overflow parking," and I notice that you're expanding that from what it is now.

Why can't we just find the 10 feet in
that -- by slightly reducing the size of that northeastern parking lot, which would then allow you to accommodate the City's request for -- for trees? Because that's what it's really about for this separation. Could you address your thoughts on that.

GREG FLINT: Certainly, yeah, I'd be happy to address that.

As you can see at the top there, it's the Larry H. Miller Group of Companies. We obviously have a dealership right to the west of this. At one point we were going to put a large parking lot on the backside of this -- of this lot.

After we talked with the president of our automotive group, he said, "I need this much space." We built out a part of that lot. And then he said, "I just need a couple more spaces, not a lot." And this was the number of spaces that he wanted. And so that's where we kind of got to that first area is to put the -- to accommodate the Subaru store right there.

And so that's -- that's kind of how we got to the space that we needed. That's kind of probably our first focus is to kind of complete the lot there. It's -- the new stuff, I think, is shaded in gray there, but that's -- it cuts off right there. We were going to expand it across the whole -- the whole side.
But at this point that was our first thought was to finish off that lot to support the dealership right there. And then next would be the townhomes, so...

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I guess I'm still -- you know, I'm asking you, in a sense, how hard are things to do. So if we took 5 feet off that north-south dimension of the parking lot and if we shaved 5 feet off the north-south dimension of those retail pads at the bottom, or at least one of them, we would have the space we need to accommodate what the City thinks is important in terms of mitigation between very auto-focused use and residential use, which seems, off the top of my head, to be a noble goal, if not a noble fir.

So I'd like you to -- what are your thoughts on that?

GREG FLINT: Very good.

CHAIRMAN STEVENS: At least you got a laugh.

JEFF RANDALL: My name is Jeff Randall with Anderson Wahlen & Associates. We're the engineer on the project. 2010 North Redwood Road, Salt Lake City, Utah.

In an east-west direction,
Commissioner Gillespie, where the shaded area is, we do have -- I'm going to use the mouse. Right in this area here, we already have the 20 feet --

COMMISSIONER GILLESPIE: Right.

JEFF RANDALL: -- that Karla's asking for. So shrinking the parking lot in, we already have the 20 feet that's being asked for in that area. So we don't need to shrink it in order to gain the distance.

The area that we're talking is -- the 10 feet, is in a north-south direction, this direction. And this parking lot is already -- that's all built. That already is existing. And that's the minimum driveway width, parking stall dimensions. So to shrink the parking lot in a north-south direction doesn't work to keep the parking lot functioning. So unfortunately, on the north-south direction it's already built and kind of been set by those dimensions. East-west we do have some flexibility. So yes, I could see where you're going.

In that same table, though, one thing I just wanted to just point out is in that same table you were referring to in the code, it does refer to building setbacks when adjacent to residential being 15 feet, and then when parking lots and service drives are adjacent to residential being 10 feet.
And so in that same code, that's where we feel like we are in compliance with the code. Even with front yard setbacks being 10 feet, cars are going back and forth on the street, just -- probably even more than what cars are going back and forth on this service drive. So while we have 10 feet along Steelwood and 10 feet along Shamrock that have more cars on them, we're now being asked for 20 feet along the service drive that has less cars on it.

So that's where we felt like the 15 feet was a good compromise between the 10 and the 20. We felt 15 worked. It worked with the site layout and to maintain that retail space that Greg talked about, so...

CHAIRMAN STEVENS: Other questions for staff or the Applicant?

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: For the Applicant.

Do you anticipate the service road or the service drive being used for access -- excuse me, being used for access to the retail -- retail slots?

JEFF RANDALL: Yes.

GREG FLINT: Yes.

COMMISSIONER BRATNOBER: Okay. So that would
definitely influence traffic patterns in that area?

JEFF RANDALL: Yes.

COMMISSIONER BRATNOBER: Thank you.

CHAIRMAN STEVENS: I have a question for staff.

Karla, I'm not sure it's material, but I'm going to ask it anyway. In terms of the pedestrian connectivity on that service drive, what is it connecting to? Are they -- does it go north at all into the other subdivisions? Is it just -- not "just," but does it go out to Fairview? Like what kind of connectivity are we talking about with regard to the sidewalks?

KARLA NELSON: Madam Chair, yes, the detached sidewalk that we're proposing be required on the north side of the service drive would connect to each of the -- to pass in front of each of the townhomes and then to the sidewalks all around the site, including Fairview. There's also a north-south bicycle route on Shamrock.

CHAIRMAN STEVENS: That's right.

KARLA NELSON: And so folks living there could connect into that as well.

CHAIRMAN STEVENS: Okay. Okay. Thank you. I had forgotten about that.

Other questions for staff or the Applicant?
COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Schafer and then Commissioner Bratnober.

COMMISSIONER BRATNOBER: Okay.

COMMISSIONER SCHAFER: Thank you.

Karla, did staff discuss an attached sidewalk along the service drive? It seems to me that we probably could make the Class II trees and a sidewalk work if we were to maybe maximize the landscape into one strip rather than two. So did staff discuss an attached option for the sidewalk?

KARLA NELSON: Madam Chair, Commissioner Schafer, yes, that was part of, I think, the original proposal. Staff wanted to see detached there just to create a greater separation. But you are correct, and it is up to your discretion if you would like to modify that.

COMMISSIONER SCHAFER: Okay. Thank you.

CHAIRMAN STEVENS: Other questions for staff or the Applicants?

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

Sorry, I forgot.

COMMISSIONER BRATNOBER: That's okay.

I guess my fundamental question is, in
order to comply with the City's conditions, what
trade-offs would you have to make, please?

JEFF RANDALL: Really, the two options would be

is to either --

CHAIRMAN STEVENS: If you could identify

yourself, just because there's two of you up there, so

the record's clear.

JEFF RANDALL: Yes. Jeff Randall with AWA.

CHAIRMAN STEVENS: Thank you.

JEFF RANDALL: The two options we would have to

weigh out is either reducing the retail area or losing

units within the project would be our two options.

We'd really have to weigh out the financial side of

that and feasibility.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEVENS: Commissioner Finfrock.

COMMISSIONER FINFROCK: This question is for the

City.

Can you please point out the Shamrock

bikeway on the map.

KARLA NELSON: Madam Chair,

Commissioner Finfrock, so the Shamrock bikeway does

connect all the way along Shamrock. I believe it goes

to -- close to Chinden Boulevard, there's a connection.

It kind of jogs in a few areas, but it does go right by
this proposed development along -- on Shamrock, which you can see. This road here is Shamrock. Sorry.

JEFF RANDALL: There it is again.

CHAIRMAN STEVENS: Is it a detached -- I mean what's the nature of it?

KARLA NELSON: Madam Chair, it is really just a bicycle boulevard. So there's not necessarily facilities, but it's just a route that people take their bicycles on.

CHAIRMAN STEVENS: Okay. But it also accommodates cars, obviously?

KARLA NELSON: It does.

CHAIRMAN STEVENS: Okay. Thank you.

Sorry, Commissioner Finfrock, did you want to follow up at all?

COMMISSIONER FINFROCK: No, Madam Chair. That's all.

CHAIRMAN STEVENS: Other questions for staff or the Applicant?

Okay. Thank you.

We'll start with the neighborhood association. And we will get to public testimony, I promise. We will start with the West Bench Valley representative, if there is a person here.

NEIGHBORHOOD ASSOCIATION
CHAIRMAN STEVENS: Okay. Since there's not a representative and there is no sign-up sheet, it does look like we have at least one person who has three minutes to testify.

You two are welcome to go back in the audience if you would like to.

And so if there's more than just this one woman, please go ahead and sign up. But go ahead -- otherwise, go ahead and step forward.

PUBLIC TESTIMONY

MARY RITEMEYER: I didn't know you had to sign up.

CHAIRMAN STEVENS: Oh, that's okay. No problem. So because of that, there should be a white pad of paper up here on the podium. When you get done with your three minutes, go ahead and put your name and address on that and fill that out.

MARY RITEMEYER: I need a pen.

CHAIRMAN STEVENS: Okay. And hand it in up here. We'll get a pen to you.

MARY RITEMEYER: All right.

CHAIRMAN STEVENS: Thank you. Somebody is going to come up.

So start with your name and address.
MARY RITEMEYER: Mary Ritemeyer [phonetic]. And my address is 11230 West Poppy Street. So I'm just off Shamrock when I come down.

I guess I had a question, because when I look at the overflow parking, is that being purchased by the townhomes, or is that still Larry Miller Subaru dealership?

CHAIRMAN STEVENS: So just so you know, you're welcome to ask questions like that.

MARY RITEMEYER: Oh, okay.

CHAIRMAN STEVENS: We will not be answering them.

MARY RITEMEYER: Oh, you won't be answering.

Okay.

CHAIRMAN STEVENS: And the Applicant has the opportunity to address that in their response, if they want to.

MARY RITEMEYER: Okay. Well, anyway, I was just going to say that I live there. And right now they have -- the streets are not that wide. And they have made the streets so that when we come out, if we come out Shamrock, they have built it up so you can only turn right. If you come up Wildwood, you can only turn right.

And the only place for us to get out is on
Steelwood. So that is right next to Larry Miller Subaru, which a lot of their employees park all along that street. So it's usually full. There's a lot of traffic coming in for people to go into that service area for the Subaru dealership. And then that -- and like I said, it's the only light that we can get out.

Whenever they're delivering cars or whatever, the big semis are there, and it's parked on that street. So I'm not quite sure how that's going to work with all the townhomes there.

But like I said, we're only limited to like -- it's a three or four-minute light, and then it comes on. It's a red light, and then it will turn to a yellow blinking. And you have to go fast or else you don't get out.

So I'm just thinking that the traffic would be very bad, and the streets are already set. And like I said, I think that's an overflow lot for Larry Miller that they use for some of their used cars or whatever else that they're doing.

So anyway, that would be my observation. And like I said, the road is not wide. And a lot of times you have to wait to kind of get in between to just get up to the intersection. Anyway.

CHAIRMAN STEVENS: Great. Thank you very much.
Be sure to fill out the white slip and pass it up here, if you would, to somebody.

MARY RITEMEYER: Okay. Are there pens somewhere?

CHAIRMAN STEVENS: I think somebody brought one up to you. Maybe there's a pencil right there on the thing, and you're welcome come to sit there --

MARY RITEMEYER: Okay.

CHAIRMAN STEVENS: -- and fill that out if you like so that...

MARY RITEMEYER: Thank you.

CHAIRMAN STEVENS: Yeah.

Is there anybody else who would care to testify tonight on this application?

REBUTTAL

CHAIRMAN STEVENS: Okay. The Applicant has five minutes for rebuttal, if you have anything else you want to add. I realize there's not really much to rebut, but a little bit. So if you have anything you wanted to say.

GREG FLINT: I stole the pen. I'm sorry.

That's my fault.

CHAIRMAN STEVENS: We knew there was a culprit somewhere.

GREG FLINT: So I think the only thing to say is
yeah, that we do -- we will continue to own the carlot there, so -- and continue to use it. So that's all I have to say.

MARY RITEMEYER: So it is overflow parking?

GREG FLINT: Correct.

CHAIRMAN STEVENS: Thank you.

Okay. With that, we'll go ahead and close the public portion of the hearing.

MOTIONS

CHAIRMAN STEVENS: How would the Commission like to proceed? And just to remind everybody, we're going to be the final on the PUD and the recommender on the other piece of this.

Did I hear Commissioner Bratnober?

COMMISSIONER BRATNOBER: Yes.

CHAIRMAN STEVENS: Okay.

COMMISSIONER BRATNOBER: Madam Chair, I would like to move that we approve the PUD19-35 and recommend SUB19-64 -- I hope I got that order correct -- under the terms and conditions presented by the staff.

CHAIRMAN STEVENS: Is there a second?

COMMISSIONER ANSOTEGUI: Second.

CHAIRMAN STEVENS: We have a second by Commissioner Ansotegui and an original motion by Commissioner Bratnober.
Discussion?

Commissioner Bratnober.

COMMISSIONER BRATNOBER: Thank you.

I moved in this way because I think that we have -- there's enough area in there, given that it's also owned by the people who are developing the lot, to make the sorts of trade-off so we can afford to put Class II trees in there and keep them healthy at the same time. So that's why I believe we should go forward with the conditions as recommended.

CHAIRMAN STEVENS: Thank you.

Further discussion?

COMMISSIONER ANSOTEGUI: Madam Chair.

CHAIRMAN STEVENS: Commissioner Ansotegui.

COMMISSIONER ANSOTEGUI: Also, I would add to Commissioner Bratnober's comments that there's not a lot of east-west pedestrian-ways to get through this site. And the quality of those east-west pathways, I think, is important to the quality of this -- to this development. And I think being able to move it down -- that there is some leeway to move it down, that that will benefit -- benefit the development with the Class II trees.

CHAIRMAN STEVENS: Okay. Anything further?

COMMISSIONER GILLESPIE: Madam Chairman.
CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So as you might -- could tell from my comments, I'll be supporting Commissioner Bratnober's motion.

And I think the central point is that's a big parcel, especially in the north-south dimension. We need to find those 10 feet somewhere. And frankly, from sort of a policy point of view or this Commissioner's policy point of view, the most important space in there isn't the overflow parking lot, it's where the people are going to be living and kids are going to be playing, and, you know, life's going to be lived there.

That's a lot more important, I think, than the exact dimensions of an overflow parking lot and an as yet unknown set of retail space. So there's plenty of room to get the right size for the residential piece, and then I think the other ones are going to fall together.

I suspect from many years of sitting up here that -- no, I don't think that chopping those residential lots -- or excuse me, the north-south dimension of the commercial by 10 feet or 5 feet is going to have a dramatic impact on the leasability of those commercial pads and their ultimate use.
So I think the right call is to stick with the City's recommendations, which I think are important.

COMMISSIONER STEAD: Madam Chair.

CHAIRMAN STEVENS: Commissioner Stead.

COMMISSIONER STEAD: I agree with Commissioner Gillespie, especially these are three-bedroom units, so it seems that it's likely there will be families in these units. And whether that's reducing the number of townhomes because they don't have the space to accommodate those trees or ideally bringing back that retail space or the parking lot a little bit, it seems that there is -- there is the space on the plat to accommodate it. So it would be nice to fulfill the staff's request in those.

CHAIRMAN STEVENS: Anything further?

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEVENS: Commissioner Finfrock.

COMMISSIONER FINFROCK: Just along with my other Commissioners, I'm going to be supporting the motion. I think the proposal -- in order for the proposal to be compatible with the neighborhood, I think that barrier between commercial and residential zone is important. And I think the Class II trees do give it the -- you know, that zone, the barrier zone that we need and that
we're looking for to make it a better place to live.

CHAIRMAN STEVENS: Great.

Anything further?

COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: I'm going to second those last comments. I think the Class II trees are the key driver here to provide that buffer between the residential space and the commercial spaces to the south.

So I agree with staff and all the comments that the Commission has made tonight that that is the most important component of these conditions.

CHAIRMAN STEVENS: And I'll just add one final thing, that I also agree. And I think I had been thinking sort of along the same lines as Commissioner Schafer with regard to the attached sidewalk, but this is really the only way to get through this. And as those southern parcels develop, there's going to be more and more traffic. And it's really unsafe to have an attached sidewalk.

So I think staff has made excellent recommendations, and I'll be supporting the motion as well.

So since everybody's said something, why
don't we go ahead and call the roll, please.

   And again, this is a motion to approve the

PUD and to recommend approval of the SUB.

ROLL CALL

   THE CLERK: Bratnober.

   COMMISSIONER BRATNOBER: Aye.

   THE CLERK: Stead.

   COMMISSIONER STEAD: Aye.

   THE CLERK: Finfrock.

   COMMISSIONER FINFROCK: Aye.

   THE CLERK: Stevens.

   CHAIRMAN STEVENS: Aye.

   THE CLERK: Schafer.

   COMMISSIONER SCHAFER: Aye.

   THE CLERK: Anсотegui.

   COMMISSIONER ANсотEGUI: Aye.

   THE CLERK: Gillespie.

   COMMISSIONER GILLESPIE: Aye.

   THE CLERK: All in favor. Motion carries.

   CHAIRMAN STEVENS: Thank you.

      (End transcription at 42:25 of audio file.)

      —00–
5. **CUP19-00086 / Le Soleil Child Care, LLC**

302 W Idaho St

Conditional use permit to operate a large child care center for 40 children in an existing building and a parking reduction located in a R-OD (Residential Office with Design Review) zone. Kevin Holmes

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [7 TO 0]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Meredith Stead, Commissioner</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Tamara Ansotegui, Co-Chair</td>
</tr>
<tr>
<td>AYES:</td>
<td>Ansotegui, Stevens, Gillespie, Stead, Finfrock, Bratnober, Schafer</td>
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<tr>
<td>ABSTAIN:</td>
<td>Ben Zuckerman</td>
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V. **ADJOURNMENT**
I. CALL TO ORDER

PRESENT: Marsh, Aguilar, Zabala, Rudeen, Talboy, Semple, Zuckerman, D'Souza
ABSENT:

II. MINUTES

Design Review Committee Minutes | December 11, 2019

III. CONSENT AGENDA

2. **DRH19-00516 / Michael Belt**
   Location: 2301 W Idaho Street
   Construct a single-family residence with a front-loading garage on a substandard lot of record without alley access on property in an R-3D (Multi-Family Residential with Design Review Overlay) zone.

3. **DRH19-00517 / John Carr**
   Location: 11532 W Joplin Road
   Construct three industrial buildings totaling approximately 18,857 square feet with associated site improvements on property located in a pending M-2D/DA (Heavy Industrial with Design Review and Development Agreement) zone.

5. **DRH19-00553 / Jake Miller**
   Location: 535 E Gowen Road
   Construct an approximately 120,000 square foot industrial building with associated site improvements on property located in an M-1D (Limited Industrial with Design Review) zone.
**Commissioners Marsh and Aguilar recused on Item 3., DRH19-00517.**

IV. **NEW BUSINESS**

1. **DRH19-00514 / Creed Herbold**  
   Location: 1620 W Bannock Street  
   Construct a five-story mixed-use building with office space, amenities, and 22 residential units on property located in a pending R-OD/DA (Residential Office with Design Review and Development Agreement) zone.

   RESULT: APPROVED [7 TO 0]  
   MOVER: David Rudeen, Vice-Chair  
   SECONDER: Ben Semple, Commissioner  
   AYES: Marsh, Aguilar, Zabala, Rudeen, Talboy, Semple, Zuckerman  
   ABSTAIN: Olivia D’Souza

4. **DRH19-00540 / LeAnn Hume**  
   Location: 422 N Bacon Drive  
   Construct a single-family home with attached, front-loading garage on a substandard lot of record in an R-1C (Single-Family Residential) zone.

   RESULT: APPROVED [7 TO 0]  
   MOVER: Thomas Zabala, Commissioner  
   SECONDER: Jessica Aguilar, Commissioner  
   AYES: Marsh, Aguilar, Zabala, Rudeen, Talboy, Semple, Zuckerman  
   ABSTAIN: Olivia D’Souza

V. **ADJOURNMENT**
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]
MOVER: 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

2. **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 recommend approval of the rezone and to deny the CUP. Commissioner Stead second. No vote.

**Second Motion:** Commissioner Gillespie moved to recommend approval of the rezone. Commissioner Bratnober second. No vote.

**Third Motion:** Commissioner Gillespie moved to approve the CUP. Commissioner Ansotegui second. No vote.

**Fourth Motion:** Commissioner Gillespie moved to withdraw previous motions. Commissioner Schafer second. Motion Passed [unanimous].

**Fifth Motion:** Commissioner Stead moved to recommend approval of the rezone and to approve the CUP. Commissioner Gillespie second. Motion Failed [2 to 5].

**Sixth Motion:** Commissioner Bratnober moved to deny the CUP. No second. Motion Failed.

**Seventh Motion:** Commissioner Gillespie moved to approve the CUP. Commissioner Schafer second. Motion Failed [2 to 5].

**Eight Motion:** Commissioner Stead moved to recommend approval of the rezone and to approve the CUP. Madam Chair Stevens second. Motion Passed [6 to 1].

MAJORITY APPROVAL, MOTION CARRIED.
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE:

CAR19-00022 / SU Architecture

and

CUP19-00064 / SU Architecture

______________________________

TRANSCRIPT OF RECORDED PUBLIC HEARING

TAKEN JANUARY 13, 2020

COMMISSIONERS PRESENT:

JENNIFER STEVENS, CHAIR
TAMARA ANSOTEGUI, CO-CHAIR
JIM BRATNOBER
JANELLE FINFROCK
MATT GILLESPIE
BOB SCHAFER
MEREDITH STEAD
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:

ANDREA L. CHECK, CSR No. 748, RPR
Notary Public
(Begin transcription at 0:11:08 of audio file.)

INTRODUCTION

CHAIRMAN STEVENS: Perfect. Thank you.

So we'll first hear Item 1 tonight. This is CAR19-22 and CUP19-64. We'll hear from Mr. Letson.

Just want to make sure you've got the chair in sight.

Okay.

LEON LETSON: Yes, thanks. It's a new year.

All right. Good evening, Madam Chair and Members of the Commission. The applications before you are a conditional use permit for a parking reduction and a rezone from C-1D to PCD with a development agreement for a new multitenant building located at 3047 South Bown Way.

The subject property is located at the southwest corner of Parkcenter Boulevard and Bown Way. It is the last vacant parcel within Bown Crossing, a mixed-use development comprised of residential, retail, and office uses, as well as the Bown Crossing Library, and a Saint Alphonsus Urgent Care.

The proposed multitenant building is pictured here. It includes a 2,000-square-feet, 30-seat restaurant, 3,850 square feet of retail, and 580 square feet of storage and mechanical space.
Also included is, approximately, 1500 square feet of outdoor patio space and a 14-space parking lot. Cross access is provided to the subject property from properties to the south and west.

And that's highlighted here, just to reiterate the fact that this lot is connected to the Bown Crossing development from a cross-access standpoint.

As the restaurant and retail uses proposed are allowed within the C-1 and PC zones, the conditional use permit is for a parking reduction only. Shown here is a comparison of the 2018 project, that was, ultimately, denied by City Council, and the current project.

Via a redesign of the project, which primarily involved reducing the seating from 80 seats to 30 seats for the restaurant, the amount of required parking has been substantially reduced.

In addition, the PC zoning requested by the applicant allows for a 20 percent reduction to require parking for projects located next to streets with active transit routes and striped bike lanes, thus, the note regarding 23 versus 19 parking spaces being required.

A transit route exists on Parkcenter Boulevard, and a striped bike lane exists on Bown Way. As part of their request for a parking reduction, the applicant submitted a parking study identifying other
uses in the area: available on-street parking and access to alternative forms of transportation.

   Just a quick highlight as to what's involved with a parking reduction request. The first section here are the application requirements for parking reductions.

   It involves submitting a parking study, documenting a reduced need for parking, a list and schedule of major parking events, a detailed site plan and parking space count, a description of available public transit services or alternative transit opportunities -- or transportation opportunities in the area as well, and the description of available on-street parking.

   In terms of the evaluation criteria for a parking reduction, it's subject to the conditional use permit and approval criteria, which are listed in the staff report provided to the Commission.

   In regards to the rezone, the subject property is designated mixed use in Blueprint Boise and adjacent to existing PC zoned property to the south along Bown Way.

   These both support the requested rezone to PC. Furthermore, the existing C-1 zoning allows for the development of several auto-intensive uses, such as
drive-up establishments, car washes, and fuel centers that would not be appropriate for Bown Crossing and the surrounding neighborhood.

The requested PC zoning is the most appropriate option to support compatible development in terms of design and uses within the Bown Crossing area.

In support of the parking reduction and rezone, the subject property is located within the neighborhood activity center, which are intended to serve one or more neighborhoods and are characterized by small-scale services and uses that are pedestrian-friendly and primarily used by nearby residents.

As mentioned earlier, the subject property is adjacent to VRT Route No. 18 and a VRT bus stop, highlighted here in yellow. There is also easy access to the greenbelt, highlighted in blue, not green. And a GreenBike station located at the Bown Crossing Library just south of the proposed project.

In conjunction with the rezone, the planning team has requested a development agreement for the project. The following modifications to this agreement are recommended to minimize adverse impacts on adjacent properties, particularly from a parking standpoint.

These would include restricting loud uses to
restaurant, retail, and office only for the multitenant building. Specifically, the restaurant would be a 30-seat restaurant and 2000 square feet, as shown in the submitted floor plan, for the project.

   It would include limiting the hours of operation for the proposed restaurant to 6:00 a.m. to 2:00 p.m. That's an effort to really kind of balance parking demand in the area with existing businesses.

   And then in line with other outdoor seating areas in Bown Crossing, the outdoor seating area for the project shall be limited to no more than 400 square feet. And it should be noted that outdoor seating areas are not counted towards parking totals.

   And so this condition is acknowledging that parking demand can be driven by outdoor seating, but, again, our parking code does not count patio areas towards required parking.

   All reviewing department's agencies recommended approval of the project, with the standard conditions.

   This will be the longest slide. Opposition to the project and conditions recommended by the planning team were received from both the neighborhood and the applicant.

   Concerning the neighborhood, comments centered
around the belief that neither the existing nor proposed parking would be adequate to support the new businesses proposed as part of this project. There were also multiple statements that the parking study provided by the applicant was inadequate to demonstrate the availability of on-street parking in the area.

Changes proposed by the neighborhood include updating the parking study to include new on-street parking counts, reducing the scale and intensity of the project to better match provided parking, and denying the rezone request to PCD with the development agreement.

Although the planning team understands the perspective of the neighborhood concerning the parking study, it should be noted that no significant changes to the number or types of businesses in Bown Crossing have occurred since the last parking study was conducted in 2018.

In regards to reducing the scale and intensity of the project, the planning team has recommended conditions to be added to the development agreement in an effort to ensure the new project better fits within Bown Crossing as a whole.

Finally, the PC zoning requested, regardless of the Commission's decision on the parking reduction,
is found to be appropriate by the planning team, as it will restrict the development of several auto-intensive uses, such as drive-up establishments, car washes, and fuel centers, and support development compatible with existing uses in the area.

Concerning the applicant's opposition, they are opposed to the limitation of hours of operation for the restaurant. They would prefer 6:00 a.m. to 10:00 p.m., as with other businesses that currently operate in Bown Crossing.

The planning team believes this condition is essential for insuring the demand for parking for the various businesses within Bown Crossing remain as balanced as possible and would recommend keeping it within the development agreement.

In conclusion, the planning team recommends approval of the parking reduction with the attached conditions, as well as a recommendation of approval to City Council of the rezone and development agreement with the recommended modifications, as noted earlier in my presentation.

On this note, the planning team suggests modifying the conditions of approval for the project to ensure the following conditions be attached to the parking reduction, as well, in the event the rezone and
development agreement are, for some reason, not approved by City Council.

And so let me just play out that scenario. You guys approve the parking reduction today, make a recommendation to City Council, it's not appealed, it gets in front of City Council, they don't like PC zoning and say, "We'll give you the" -- "Well, the parking reduction has already been decided upon, but we're not going to give you the zoning," we would still have those limitations of hours, patio space, and other items deemed necessary by the team to make this use fit within the area attached to the conditional use permit.

So that's a change that staff is asking to update the conditions of approval so it's reflected in both areas, the development agreement and the conditional use.

And that concludes my presentation.

CHAIRMAN STEVENS: Thank you, Leon.

Is the applicant present?

Would you care to step forward and make a presentation? Would ten minutes be adequate?

JOHN DAY: Yes.

CHAIRMAN STEVENS: Okay.

JOHN DAY: Excuse me. Okay, it's on.

Good evening, Madam Chair, Commissioners. I
appreciate you guys taking the time to hear this out tonight. I think --

CHAIRMAN STEVENS: I need you to start with your name and address.

JOHN DAY: Oh, excuse me, yes. I always forget that. My name is John Day. I reside at 3501 North 32nd Street, Boise, Idaho.

I think one of the things that, I guess, I'd just like to reiterate in front of you guys tonight is that Bown Crossing -- you know, we've been here before, at several hearings, in front of the Planning and Zoning Commission and the Council and were, ultimately, denied.

I would like to just state a few things about that, in that we felt we were -- well, I'll get to that in a minute. But I guess regarding Bown Crossing, is that I think it's important to understand -- I think most of you are aware of what Bown Crossing is and what it's like and what takes place out there, but Bown Crossing is a classic mixed-use development. And it's got offsetting businesses -- or excuse me -- businesses that offset, kind of, peak times. That's kind of the concept behind a mixed-use development.

And, for example, the library out there is closed on Mondays. It's got Tuesday, it's -- Tuesday through Friday is open 10:00 to 9:00. Saturday and
Sunday has got limited hours, 12:00 and 1:00, respectively, to 5:00 p.m.

Saint Al's, another major tenant out there, is closed on weekends, and Monday through Friday their operation hours are 8:00 to 8:00 p.m. There's various retail shops. Those are usually open between 8:00 and 8:00 p.m. There are some offices in Bown Crossing as well. Those generally don't sign those hours, but they run from anywhere from 8:00 to 7:00 a.m. to, you know, early-evening hours.

And then there's a handful of restaurants. The restaurants out there -- generally, there's Bier: Thirty, Boise Fry Company, Flatbread. I may be missing one or two, I can't think of them. But they're generally open from 11:00 a.m. to 9:00, 10:00, or 11:00 p.m. in the night, and only Locavore is open in the morning for breakfast.

We are proposing a breakfast restaurant. And so I hope you can see that, again, there's many different types of uses, many different operational hours, offsetting peak times, classic mixed-use development. The reason I bring this up is because at our previous hearings, we had argued the rights of what we interpreted in the CC&Rs, which should give us permission to cross-park in the greater parking field.
Again, if you look at the site plans, it's a classic mixed-use development, and you have perimeter buildings with a large parking field in the center. It also should be noted that the largest landholders in the development, the library and the clinic, were both overparked by their lots, and those are required by the CC&Rs. The library is required 41 spaces, they constructed 102. Saint Al's was required 43, and they put in 55.

Again, I think this speaks to the concept of a mixed-use development with a shared parking field in the center. So we believe that the original developer had contemplated this when he developed this property and broke apart the parcels, in that our parcel was required to put a cross access through there.

As it exists right now, the buildings along Bown Crossing are a dead end. And as a requirement to the CC&Rs, we are to punch through there to the adjacent lot to the left -- or to the east -- west, excuse me, which is Saint Al's.

That eliminates several potential parking spaces for us that we could have put in, but as a requirement of the CC&R, we're required to put the access aisle in.

I think it's also lost on the opposition that
mixed-use development -- the concept of visiting more
than one store or one location when you visit Bown
Crossing. You know, Bown Crossing's perfectly set up
for maybe visiting your doctor in the morning -- there's
several doctors' offices -- an eye exam, you could get
something to eat, you could go to the library. So you
could go to three, four different places in one visit.

Not everybody is driving to one location and
then going home. So, you know, you'd be seeing lots of
foot traffic out there from once you're parked there.
So there's a distribution of people walking throughout
the space.

So back to the CC&Rs. So you're going to hear
a lot of opposition tonight, and that the CC&Rs -- we
don't have any rights to the cross park -- excuse me --
to the greater parking field.

And I guess I'd just like to point out that
I've only seen two legal determinations -- and, granted,
one of them was our -- from our -- my client's attorney.
The other one was -- I have a letter from the master
association at Bown Crossing, which oversees all of the
other associations, the home, the condo owners, the
business owners -- and specifically in that letter, it
states that based on the available information -- and
that would be the site plan that we submitted to them
with a parking reduction of 14, showing that we were 
hoping to use the greater parking field -- that based on 
the available information, the Yick Yee family is not in 
violation of the CC&Rs.

And so, again, we believe we are entitled to 
it. But it was determined at Council that the City 
cannot take a private agreement -- take a private 
agreement in determination of a parking reduction. And 
that was a little bit hard to understand.

And I think even -- I think it was 
Commissioner Bradbury even stated that he thought that 
we were undoing about 20 years of decisions that they 
had been making, based on that information. So he even 
found it hard to believe that they're not supposed to 
rely on a private agreement.

So we're putting all of that aside, and now 
we're not basing our request on CC&Rs. And so now all 
we have to do is lean on Boise City's master plan and 
Blueprint Boise and the zoning code.

And in the zoning code, it states that 
neighborhood activity centers are a denser, more -- it's 
a more denser development, and it's -- excuse me -- so, 
again, all we have to fall back on now is the zoning 
code, which does allow for situations like this.

And then to follow up, the zoning change,
you'll probably hear from the opposition that we're trying to ram the parking reduction forward by the zone change by automatically getting the five parking reduction. That's not our intent. That's a byproduct of it.

But we've always stated in this current application that the parking reduction we're requesting is nine. If it so happens to be a five when we get there, that's beyond -- you know, that's a different matter.

But the only intent of our parking -- or zone change is that we heard it loud and clear from the Commissioners that it was probably a little bit more appropriate for the area. All of the properties adjacent on Bown Crossing are PC zone. And we thought it would limit more intense uses, more traffic-heavy uses, to the potential occupants of the building.

So with that, I have nothing further to say.

I would stand for any questions.

NEIGHBORHOOD ASSOCIATION

CHAIRMAN STEVENS: Thank you. We're actually going to hear from the neighborhood association first before we do questions tonight.

Excuse me. Is a representative from the SENA neighborhood association here?
Great. Mr. Fritchman, will ten minutes be adequate for you?

FRED FRITCHMAN: Oh, yes. Thank you.

CHAIRMAN STEVENS: Great. Thank you.

FRED FRITCHMAN: Good evening, Commissioners.

My name is Fred Fritchman, representing the SouthEast Neighborhood Association. I live at 1321 Denver Avenue.

Our board has voted to oppose the parking reduction for this project. Very little has changed about this project since it was rejected by City Council. The building size and number of parking spaces remains the same.

The size of the restaurant is smaller, but outside seating will undoubtedly lead to an increased need for parking, and the retail space's appetite for parking is a total question mark at this point.

It's easy to see how virtually the entire parking lot could be filled by employees alone. If those employees park elsewhere at Bown Crossing, that could lead to friction with other Bown businesses.

Bown Crossing neighbors have said many times that this building, as proposed, simply cannot be parked on its site. And parking on Bown Crossing streets and its lots has become very stressed.

Those neighbors are in the best position to
observe what actually happens where they live and work.

As Bown Crossing resident Richard Loomis said so well in this letter to you last week, "If this applicant were proposing a 7,000-square-foot, single-tenant bank or legal office, which was the previous landowner's intent for the past decade plus," unquote -- not close quote -- "not a single voice of opposition would be coming forward right now."

As SENA has suggested in the past, the applicant would be better served by adjusting the balance between building size and parking, to truly meet the parking needs of their customers, or by proposing a less parking-intensive use than the restaurant-retail mix now before you.

Thank you.

CHAIRMAN STEVENS: That was quick. Thank you.

Okay. Now is the time for questions of either staff or the applicant.

Do the commissioners have any questions?

CHAIR ANSOTEGUI: Madam Chair?

CHAIRMAN STEVENS: Ms. Chair Ansotegui.

CHAIR ANSOTEGUI: I have a question for staff.

Leon, in the development agreement, we see that the site is restricted to restaurant, retail, and office. And then we also see that the time of the -- of
that use is between -- is in the morning, essentially.

What happens if there is a change in use? If it goes to office, what happens to the time restriction, and how does that play out?

LEON LETSON: Yeah. Chair Stevens, Commissioner Ansotegui, so the limitation of hours was specific to the restaurant only, and so that should be stated more clearly by staff. And that's how that condition -- both in the conditional use permit and the development agreement -- would read.

We're not proposing to restrict the hours of operation for the retail and office. I think there's been some confusion in comments received from the public about retail versus restaurant. We, in our table of allowed uses, have specifically restaurant as a use. So we are proposing one restaurant use attached to this building. That would be the 2,000-square-foot space and the 30-seat area.

So in terms of change of use for the other tenants, it would be retail or office that they could put in there. Both of which require the same amount of parking, one space per 300 square feet of space, be it retail or office. That would not allow for a yoga studio.

I've heard some other uses that were thrown
out there that people seem to think are office or retail uses. Yoga studios, things like that, are not considered retail or office, per our code. So there's a very specific amount of parking required for retail and office.

And so, again, yeah, those two spaces and even the restaurant could go retail or office as well. It would be a much lower parking demand as a result of going in that direction.

I don't know if I've answered your question thoroughly? Okay.

COMMISSIONER ANSOTEGUI: Thank you.

COMMISSIONER STEAD: Madam Chair?

CHAIRMAN STEVENS: Commissioner Stead.

COMMISSIONER STEAD: I have a question for staff.

Do you know, have any other businesses in the -- in Bown Crossing received such limited restrictions on operating hours? Just, it looks like, eight hours a day.

And then, additionally, have -- do you know, have other businesses received parking variances?

LEON LETSON: Yeah. Chair Stevens, Commissioner Stead, so there -- per my knowledge of the other approvals in Bown Crossing, there are no
limitations of hours that have been proposed or imposed by the City.

I could -- you know, if it's determined that we have, at some point, said the library can be only open a certain number of hours, as I understand it, those are pretty typical operating hours for the library.

As stated by the applicant, the other restaurants are open until 10:00 or 11:00 at night, which is -- seems to be more of a self-imposed kind of time limit than anything the City has put on those.

The answer to your question about parking reductions for all of the other uses, that is a -- many of you were here in 2018 when we explored that. There was a pretty incredible spreadsheet that we all spent some time trying to figure out.

And it was determined that, yes, at times under the original design review approval and through the PC standards, which have sort of embedded parking reductions as a part of using that zoning, that some of the uses were, indeed, granted fewer parking spaces, but none of it was formalized in any type of shared parking agreement. It all hinged upon those CC&Rs, which proved to be still problematic all of the way to City Council in terms of how we figure out who gets to park where and
how much they get to park in Bown Crossing.

So I can only say, yes, it's been reduced for some folks, but the nature of that, again, was not very well formalized by the City throughout the development of Bown Crossing until this point. And this is, again, the last parcel to be considered, and all of the sins of the past might be coming out on this parcel a little bit.

COMMISSIONER STEAD: Thank you.

CHAIRMAN STEVENS: Other questions for staff or the applicant?

Commissioner Bratnober?

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Thank you.

Just so I can get my math straight and make sure I'm -- it's on the record correctly, so the applicant's proposing 14 spaces; you've identified another 37 spaces of parking on the adjacent street?

LEON LETSON: Yeah. Chair Stevens, Commissioner Gillespie, there have been identified, through the parking study that was conducted in 2018, that 37 on-street parking spaces exist. The availability of that on-street parking is not 37 spaces at all times of the day; it's --
COMMISSIONER GILLESPIE: Right.

LEON LETSON: You know, through testimony provided by the neighborhood, as well as that study itself, it's much more limited than 37, but there are 37 up-for-grab spaces in Bown Crossing that are on-street parking, yes.

COMMISSIONER GILLESPIE: Madam Chair?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So is it fair to say that both this Commission and the City have sort of had a long-standing policy that those 37 spaces, though, aren't dedicated or allocated or already spoken for; those are just 37 publicly available spaces that the Code allows us to count or consider in the context of this parking reduction?

Is that a fair assessment of both the Code and the complaint?

LEON LETSON: That is correct, yes. None of the on-street parking is specifically assigned to any of the tenants that are adjacent to the on-street parking.

COMMISSIONER GILLESPIE: Thank you. Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Just a final question for, sort of, this round, and I'll let my comrade, Jim,
have a go.

I'm trying to think of when we saw this hours of limitation proposal in the context of a parking reduction. We see it a lot of times with respect to bars or nightclubs or other activities next to neighbors, but it's really to prevent noise and lights and car movements after, say, 10:00 o'clock; right? It's to protect the tranquility of the neighborhood.

That doesn't seem to be an issue here. It's really to try and shift the parking. Do we have any idea of how effective that would be?

I mean, can we even walk through the math? Like, if the restaurant's closed by, say, 3:00, and all of the patrons are gone, what then is the remaining parking load of this development moving, say, from 3:00 o'clock on to 10:00? It would just be the retail space. So, I mean, have you guys thought through that at all, analytically?

LEON LETSON: Yeah, Commissioner Gillespie, you know, it's really -- that was an effort acknowledging the fact that no other business has limitation on hours of operation. And through the applicant's expressed, kind of, desire to have a breakfast/lunch-focused use here, we thought this could be the thing that maybe works to balance things out for
those other uses that have that, you know, happy-hour, dinner-hour peak rush where more parking is going to be needed in Bown Crossing. So that really was the nature of it.

We do not have a more scientific calculation as to where parking will shift during -- I mean, as -- you know, again, through neighborhood testimony, the argument is there's no room for anybody right now. And so we are not, necessarily, accepting that. We are -- you know, through the review of the parking study, think that these uses can coexist.

But there's nothing to prohibit every one of those restaurants becoming a breakfast-only restaurant, and then we'd just have a crazy breakfast peak demand that no one could account for, so...

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Just sort of to run through the math and run it by you, but also sort of get it on the record for you guys to think about, too.

So if the restaurant is closed, say, by 3:00, and there's no patrons there, let's assume it still takes down two parking spots for staff/management of the restaurant, so that leaves 12 other spots for all of the retail office from, say, 3:00 to 6:00 or 3:00 to 7:00,
and then maybe after 7:00 there would be zero demand coming out of this building, or maybe just one or two, a very low demand.

So have we thought -- so it could be -- could it be the case that, say, after about 3:00 o'clock, this building -- in fact, the 14 spaces available could be adequate for whatever is remaining once the restaurant closes?

LEON LETSON: Yes. Again, I think that's kind of the spirit of the condition, as proposed by the staff, is that we are formalizing parking. Right now it's not formalized. It is a dirt parking lot that is being used, and we have plenty of pictures to show you that people are parking all over this lot. Again, you know the nature of the use is as retail and office. We think that those have less peak-hour demand than, say, restaurant uses and then the hour of operations limiting the restaurant; again, it's all to --

COMMISSIONER GILLESPIE: Try to shift --

LEON LETSON: Trying to balance it all out and, hopefully, make this all work better for Bown Crossing as a whole. And I think the applicant has come to this with that mindset as well, so...

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.
COMMISSIONER GILLESPIE: Just one last thing.

So I hope somebody asks about Saint Alphonsus and the library and those 200 parking spaces and how we should think about those in the context of this permit --

CHAIRMAN STEVENS: Commissioner Gillespie, if you have a question, why don't you go ahead and ask it.

COMMISSIONER GILLESPIE: No, I'm going to go ahead and let it go for someone else.

CHAIRMAN STEVENS: All right. Well, we'll come back to you if nobody else does it.

Commissioner Bratnober [unintelligible].

COMMISSIONER BRATNOBER: So a couple of questions for staff first, I guess.

So with respect to the parking study in 2018, two things: First of all, when you look at that period between 6:00 and 2:00, I think is what we're saying in the limitation, obviously, there's a point in there where it significantly overlaps with businesses and people going for that -- how did you guys address that? What were your findings?

Because I know, again, a lot of the public correspondence that we've received, basically, it's come out the way you described as concerns that, yeah, you say the spaces are there, but they're always full.
LEON LETSON: Yeah, Chair Stevens, Commissioner Bratnober, you know, I mean, the City is at a point where if it takes too much, we would be at risk of a takings here. To say you can only operate between 6:00 and 10:00 a.m., that doesn't seem fair when no one else has limitations within Bown Crossing.

So, yes, it was an evaluation of, kind of, demand for other uses in the area, the availability of parking on street, in particular. And, yes, I mean, it was really -- the stated, kind of, how we want to use this space that drove the condition by staff. We latched on to that to think that, you know, this could provide the balance necessary. If they truly are focused for breakfast and lunch, that could free up space for the more p.m. users in the area.

You know, again, I think the parking study, there's some interesting pieces there. The neighborhood has pointed out the 2018 -- there was a lot of focus on the private lot on the CC&Rs, and I think we've spent a lot of time going over that. I'm happy to discuss that some more, but I do think that the applicant, Mr. Day, has kind of recounted that history pretty well in terms of what we looked at and the decisions that we made.

But beyond that, yeah, I -- you know, I -- I don't think I've given you a very definitive answer
here. If you want to ask the question again, I can try again. But, you know, it really is just an attempt to kind of create balance as much as we can throughout the area and have this lot as something other than just the dirt parking lot it is right now.

UNIDENTIFIED SPEAKER: Madam Chair? Oh, I'm sorry.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: Okay. Okay. I was more concerned about how those things overlapped. But I guess the second thing I'd like to understand is the study was run in 2018. We've had significant growth all over the City, and Bown Crossing is, clearly, no exception.

What kinds of adjustments have been made to that parking study to be able to account for the growth that's occurred?

LEON LETSON: Commissioner Bratnober, the staff's position is there really haven't been significant changes in Bown Crossing since the last time parking was studied. There's been no change in the number of businesses or new businesses; they're the same.

And, in fact, you know, some of them are looking to exit, and there will be available office
space for new tenants to make use of. But there have been no new buildings or new demands on parking, other than Bown Crossing just becoming a much more popular place on a regional level.

And I think that's experiencing every -- you know, being experienced everywhere. But that was -- you know, that's why we allowed the 2018 information to be kind of added on to the four-to-five-page document prepared by Mr. Day.

COMMISSIONER BRATNOBER: Okay. And I was speaking mostly about the population growth, not the growth of businesses in Bown Crossing.

LEON LETSON: And -- yeah. So I would -- I guess it has not been evaluated to the level that we've experienced population growth from 2018 and 2019. And, again, that is one of the concerns stated by the neighborhood, so paths forward could require an additional study of parking in the area based on that demand. I mean, that's at the Commission's discretion to require that if it's your will, so...

CHAIRMAN STEVENS: Commissioner Stead.

COMMISSIONER STEAD: So this might get -- if this was getting into the CC&Rs, we can skip over it, but if we've heard from the neighborhood and from the applicant that businesses are not interested in sharing
parking spots with each other, what use is an empty parking lot after 2:00 o'clock if they have operating restrictions?

LEON LETSON: I'm sorry, can you restate the question one more time?

COMMISSIONER STEAD: So if -- let me see. So if their -- if their business is -- has to close down at 2:00 o'clock, the intention is that then that frees up parking spaces for other businesses; right?

But it seems like we've heard from the applicant and the neighborhood that the businesses that are there are not interested, it might get contentious if people share spaces, like if the staff from one business had to use another parking lot or...

LEON LETSON: Yeah. Chair, Commissioner Stead, so all of the parking out there is being shared right now. I mean, there's limited assigning of parking in Bown Crossing. The process of assigning parking at Bown Crossing actually invokes another section of our code that would require a 20 percent additional amount of parking for every user in the area.

So I don't -- it doesn't appear that's the direction Bown Crossing wants to go. And there have been no proposals by the applicant to limit their parking lot to not allow someone enjoying Bier: Thirty
or the library to park there, if necessary. That hasn't been something that staff has had to consider in making a recommendation here.

I don't think Bown Crossing is interested in assigning their parking, either. I've, you know, had conversations with several of the users there that don't think that's a good idea. So we're kind of caught between I don't want to restrict my parking, but I don't want them to use my parking, either. So it's a very complicated friction point, I guess.

COMMISSIONER STEAD: Thank you.

COMMISSIONER FINFROCK: Madam Chair?

CHAIRMAN STEVENS: Commissioner Finfrock.

COMMISSIONER FINFROCK: I had a question for staff.

The parking study relies on Lots 3 and 4 for available parking. And I believe Lots 3 and 4 are Saint Al's and the library. So how can we rely on parking that is private parking?

LEON LETSON: Yeah, Chair Stevens, Commissioner Finfrock, in the staff report, it was noted that the only section of the parking study that is to be considered by the Commission is the on-street parking section. So we are very clear in not evaluating the private parking.
You know, we took this to counsel, they attempted to resolve that via mediation, it was unsuccessful. So what we're asking the Commission today is to evaluate the user -- the uses proposed for the building, the 14 parking spaces provided on their lot, and on-street parking, as well as alternative forms of transportation. In no way are we asking you to consider private parking.

COMMISSIONER FINFROCK: Madam Chair?

CHAIRMAN STEVENS: Commissioner Finfrock.

COMMISSIONER FINFROCK: One more question for staff.

Hold on a second. Okay. So in prior hearings, is it my understanding that Boise City Council actually suggested the rezone, and that's the direction they would like to go?

LEON LETSON: Chair Stevens, Commissioner Finfrock, yes, at the final City Council hearing, one Council member did mention that a rezoned PC would, perhaps, be a good idea based on compatibility design. And they did also note the kind of inherent parking reductions associated with it.

So the applicant is responding to some guidance provided by counsel, but it wasn't a condition of a denial or approval or anything like that. And
staff is, again, supportive. As identified in the staff report, you know, it provides more consistency in the zoning that exists on Bown Way. It prohibits the number of uses that we wouldn't want to see developed on the site, particularly drive-thrus and more auto-intensive uses, so...

COMMISSIONER FINFROCK: Thank you.

CHAIRMAN STEVENS: Other questions for staff or the applicant?

COMMISSIONER BRATNOBER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: I have some questions for the applicant, please.

Hi, thank you.

JOHN DAY: Uh-huh.

COMMISSIONER BRATNOBER: I wanted to understand -- so in terms of seating, what you're -- as you look at your original proposal and then the current proposal, including the patio seating -- and I realize the limitations on that in terms of considering parking, but when we talk about a variance, it certainly needs to come into our thinking.

Can you tell me what those stack up to be in comparison to each other?

JOHN DAY: Could you state that again? I
guess I'm not sure --

COMMISSIONER BRATNOBER: The original proposal?

JOHN DAY: Uh-huh.

COMMISSIONER BRATNOBER: And then current proposal, including patio seating?

JOHN DAY: So the patio seating's never been determined what the capacity of it is. At least we've never stated a number. And now that there's a development agreement out there that would cap it at 400 square feet, we're okay with that. So whatever kind of seating you get in 400 square feet.

COMMISSIONER BRATNOBER: I don't know much about that, so if you have an estimate, that would be great.

JOHN DAY: Well, the building code would -- I think would say that it's tables and chairs, and so you'd say 15 feet -- 15 square feet per occupant. But would that pan out in reality? I don't know. It depends on the configuration of the seating, what type of seating, and the configuration of the patio.

So if I understood your original question, yes, the original submittal that we submitted back in 2018 was for an 80-seat restaurant.

UNIDENTIFIED SPEAKER: 88-seat.
JOHN DAY: 88-seat restaurant. So -- and a parking reduction of 24. And so the concept now is a less-intense restaurant, smaller, less seating.

COMMISSIONER BRATNOBER: And how much is that, please?

JOHN DAY: What's being -- now it's 30-seat seating is what we would...

COMMISSIONER BRATNOBER: Okay. And let me get this straight. You did quote the CC&Rs. I understand the limits of the parking study, but did they actually say that you could share parking with other entities, or was it just --

JOHN DAY: Well, sir -- sir, that's --

COMMISSIONER BRATNOBER: -- well, you're not violating it, so...

JOHN DAY: Commissioner Bratnober, that's kind of the crux of the issue is that we believe that there's a private agreement in place that entitles our land to a shared parking agreement. And I have to go by my client's attorney's advice.

And then the only other advice or the only other determination I've seen on that comes from the master association, which oversees all of the other associations. And I know that they went out and got a legal determination, and they've come back to us and
said that we are in compliance with the CC&Rs. That leads me to believe that they’re saying that the shared parking is allowed.

COMMISSIONER BRATNOBER: Okay. But we haven't heard --

JOHN DAY: But I'm not an attorney, so...

COMMISSIONER BRATNOBER: Okay. We haven't had any weigh-in from others who may think that that's not right.

JOHN DAY: Oh, yeah. You'll hear -- you'll hear -- yeah, you'll hear others who say it's not correct.

COMMISSIONER BRATNOBER: I'm looking forward to it.

JOHN DAY: So, you know, I mean, that's not something we really want to litigate.


JOHN DAY: We're hoping that we can determine something here. None of us want to go litigate that in CC&Rs. But, again, I stand on the master association's determination and their guidance to us stating that we are in compliance with the CC&Rs. I haven't seen anything -- I've heard people say that you're not allowed to use that, there is no shared parking agreement, but I've never seen anything from an
attorney -- or, you know, I've never seen anything else, so...

COMMISSIONER BRATNOBER: Okay. So just to kind of SWAG it, based on what you've said with the prior 88 seats -- I think is what you said -- versus what you -- I mean, you're roughly looking at half, even if you fill up the patio? Okay. In terms of how many people will be served at the restaurant.

Thank you very much.

JOHN DAY: Uh-huh.

CHAIRMAN STEVENS: Okay. Other questions for staff or the applicant?

COMMISSIONER ANSOTEGUI: Madam Chair?

CHAIR STEVENS: Ms. Chair Anstegui.

COMMISSIONER ANSOTEGUI: I have one more for staff.

Leon, Saint Alphonsus, in written testimony, suggests a condition of approval that could limit the number of combined indoor and outdoor seating, and you mentioned earlier that the code doesn't count outdoor seating.

Is that a condition -- that type of condition something that we have that we can do?

LEON LETSON: Yeah, Chair Stevens,

Commissioner Anstegui, yes, certainly, it's at the
Commission's discretion to say, you know, a maximum of total seats would be this, and put them wherever you want, indoor, outdoor. That is something that you can do.

You know, again, I would just -- I would only caution that our development code does not count outdoor seating. Staff has put a condition in there to try to navigate that a little bit, but there just isn't a section of our code in the planning and development code that concerns itself with outdoor seating.

The building code does have an occupancy load. As Mr. Day mentioned, one occupant per 15 square feet. And I'm not going to do all of that math. There's lots of numbers in front of you. But that would, essentially, allow for 27 occupants on the patio, and the need for 9 additional parking spaces, if you wanted -- I think someone asked that question earlier, what would we actually be looking at from a parking-demand standpoint based on what the building code defines for an occupant for outdoor seating area. And I think that's in the Givens Pursley memo as well, a breakdown of that math, so...

CHAIRMAN STEVENS: Other questions?

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.
COMMISSIONER GILLESPIE: So Leon, including Parking Lots 1, 2, 3, 4, the on-street parking, and the 14 that are -- I guess the 14 might be included in the 1, 2, 3, 4 -- how many total parking spots are we talking about, roughly?

LEON LETSON: Commissioner Gillespie --

COMMISSIONER GILLESPIE: 300?

LEON LETSON: -- I'd have to go back and evaluate the 2018 parking study. And I can pull that up if we'd like to take a moment to look at that.

COMMISSIONER GILLESPIE: Yeah, I'd just like to know, roughly, the number. Could we just count it?

LEON LETSON: Yeah. Yeah. I think that's -- I believe that's identified in that 2018 --

COMMISSIONER GILLESPIE: Oh, if the applicant knows.

CHAIRMAN STEVENS: Oh, you know what, I cannot -- sir, I can't have you just speaking from up there. We'd love to have you come up and answer the question, but I can't have you speak from the audience, because then we can't get it on the record. So -- and then counsel doesn't know what you said.

LEON LETSON: Yeah, if the applicant would like to get to that answer faster, I'm all for it.
COMMISSIONER GILLESPIE: That would be great.

Thank you.

LEON LETSON: It's in the packet, though.

CHAIRMAN STEVENS: Mr. Day, go ahead.

JOHN DAY: Okay. I'm sorry. Yeah, I believe it's in the 320, 330 range somewhere. Don't quote me on there, but it's in that range.

COMMISSIONER GILLESPIE: So I have a question now for Mr. Fritchman from SENA.

CHAIRMAN STEVENS: Okay. Great.

Mr. Fritchman.

COMMISSIONER GILLESPIE: Mr. Fritchman, so we've heard testimony that there's 330 parking spaces available in Bown Crossing. Why is it that after being asked to go to arbitration and try and negotiate this out, you guys were, in the end, again unsuccessful, and now we're haggling about less than, what, 5 -- 4 -- 3 percent of these total spots?

I'm just a little baffled at everybody as to why this has been so hard to do when we've got 300-plus parking spaces to play with for this problem? I'm baffled.

FRED FRITCHMAN: Commissioner, SENA was not a party to the negotiation to the mediation, so I really can't speak to what transpired with that.
Our board has voted to support the neighbors who, virtually unanimously, oppose a parking reduction for this project based on a lack of available parking. And folks who've been out at Bown Crossing, it depends on the time of day you're there, but it is very common to have a difficult time finding parking.

COMMISSIONER GILLESPIE: I have another question, Madam Chairman.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So did SENA take into account the proposed hours restriction on the restaurant?

Did you guys really debate this or did we just -- you just hear from people who were a little bit unhappy because they can't get to an agreement and then -- so you guys took that position?

Did you really consider the effect of the restaurant restriction?

FRED FRITCHMAN: It -- well, the -- this was an issue in the previous application. This was proposed to be a breakfast restaurant, so nothing's really changed as far as that goes. It was always going to be an early morning use. And I believe the board didn't see that there was -- that the application had changed significantly to merit a change in our position.
Certainly, the neighbors didn't see a significant change.

COMMISSIONER GILLESPIE: Thank you.

CHAIRMAN STEVENS: Other questions for staff or the applicant?

I have got one. This is for Leon. There was -- I can't remember which member of the public brought it up, but something regarding the subtraction of mechanical space, and I was just hoping that you could address that so we could have a response from the City on the record regarding that point.

LEON LETSON: Yes, Madam Chair, you know, it's not typical to pull that out. It was something identified in the floor plan by the applicant. So considering the very zeroed-in look at all of the uses occurring within this building, staff thought it appropriate to throw in the fact that nearly 1,000 square feet of the building will be dedicated to storage and mechanical space, so not seating areas for, you know, tenants of the building or people coming to visit the different retail spaces.

So I should note that, you know, we don't typically pull out that in calculating parking demand. And so it was just a function of the floor plan being provided the way that it was, and staff thought that
level of analysis was worth providing the Commission.

CHAIRMAN STEVENS: And then another thing that none of my fellow commissioners have asked yet, so I'll go ahead and ask it: With regard to the rezone, if I understand it, the existing zone -- I understood what you said with regard to allowing some uses that we don't want, perhaps, in this area, but with regard to what's being requested for us tonight -- or to us tonight, the CID -- the existing zone actually does allow those requested uses, and we, as a commission, have the opportunity to limit it -- the development in the same ways that the PC zone does; is that correct?

So, really, the only effective thing that's happening here is the reduction in parking that comes with the PC zone. And then in addition to that, it makes it look like the reduction that they're actually asking for is small -- smaller; is that --

LEON LETSON: Yeah, Madam Chair --

CHAIRMAN STEVENS: -- is that true?

LEON LETSON: You know, that's correct. The uses proposed are allowed, both within the C-1 and the PC zones. Again, I'll direct your attention to the current project parking table in front of you. There's a reason why we went 23/19, because we wanted to show you, without the PC zoning, 23 spaces are required, 14
are being provided, so that would be an overall
reduction of 9 spaces versus 5, which are allowed
through the PC zone.

You know, if the property is not successfully
rezoned, then we'd be looking at a reduction of 9
spaces. The condition, as written, in the staff report
suggests 14 spaces to support the proposed development.
So we're not identifying a number of spaces to be
reduced long-term. It's, basically, whatever use you
approve here is going to be 14 spaces. And that's kind
of at the -- in front of the Commission to decide if 14
is enough.

CHAIRMAN STEVENS: Okay. Other questions for
staff or the applicant?

COMMISSIONER SCHAFER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: A quick question for
the applicant.

It may have gotten lost -- it may have got
lost in the mix, or maybe I just lost it. Are you or
are you not in support of the proposed limitation of
hours, the operating hours?

JOHN DAY: We're not, necessarily, in support
of those. We think that that's a little bit burdensome.

Nobody else out there is limited in hours, and so we
think that's a little bit overreaching.

And I would like to say that my client here did remind me that I misspoke. The restaurant -- the breakfast concept was what we had previously submitted or were proposing. This concept is more of a bakery concept, sandwiches, quick -- you know, quick grab and go. By sheer limitation of parking was going to determine how many seats we have.

A 30-seat restaurant, sit-down restaurant couldn't survive. So we're not looking at a 30-seat sit-down restaurant. It's more of a breakfast -- or excuse me -- bakery concept, grab and go.

COMMISSIONER SCHAFER: Okay. Thank you.

LEON LETSON: Madam Chair?

CHAIRMAN STEVENS: I have one other -- oh, sorry, Commissioner.

Go ahead, Leon.

LEON LETSON: I would like to state -- kind of clear up a point made earlier about number of parking spaces available.

So we did look at the 2018 packet that was provided both to you and the public and City Council, and including the 14 provided on this site, it would be 298 parking spaces within Bown Crossing. So I just wanted to get that number out there.
CHAIRMAN STEVENS: And those are the ones that are in the parking lot, not on the street?

LEON LETSON: Correct --

CHAIRMAN STEVENS: So there would be additional --

LEON LETSON: -- those are the private lot parking areas.

CHAIRMAN STEVENS: Okay. And then I -- I just wanted to, for the record, make clear -- or ask this point of clarification.

These parking spots that we're talking about are actually just for the restaurant alone, so the rest of the building would have to remain vacant, is that right? Or how does that -- or does it -- is it -- sorry, or does it include also the vacant space? And we're talking about the reduction for the entire building.

LEON LETSON: So, Madam Chair, we're talking --

CHAIRMAN STEVENS: I just wanted to make sure it's --

LEON LETSON: -- about reductions for the entire building.

CHAIRMAN STEVENS: Okay.

LEON LETSON: So it would be the 30-seat
restaurant, and then the two retail spaces. The 30-seat restaurant, per our development code, would require 10 parking spaces. So you could park the restaurant with this parking lot. The remaining retail, it is -- makes up the other 13 spaces required per the development code.

And so only 4 would be provided of the 13 required for the retail. And you could -- you can slice that pie any way you want. You know, someone's going to get less parking. That's why we're here with a parking reduction, so...

CHAIRMAN STEVENS: I -- that was very clear to me, but there was -- seemed to be some -- unclear from the public, from the communications we were getting.

So other questions? This is your chance.

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I heard a reference to Saint Al's, but I didn't get it or follow it. So I was wondering -- if someone did have a question about that, I don't know what it was going to be, so I can't ask it.

CHAIRMAN STEVENS: It sounds like you have a question you want to ask about Saint Al's. Would you like to take this opportunity to ask it now?
COMMISSIONER GILLESPIE: No, I don't have one. I just thought you did.

CHAIRMAN STEVENS: No.

COMMISSIONER GILLESPIE: Okay. Thank you.

CHAIRMAN STEVENS: My questions about the parking access between the different parcels has been answered by --

COMMISSIONER GILLESPIE: Okay.

CHAIRMAN STEVENS: -- questions that others have asked. Okay.

COMMISSIONER BRATNOBER: Madam Chair?

CHAIRMAN STEVENS: Put on your microphone.

There you go.

COMMISSIONER BRATNOBER: Okay. Thank you.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So I'm just befuddled by the last statements by the applicant. Because we've been thinking 30-seat, sit-down restaurant. But I realize uses can change under the restaurant designation. But what I heard you describe and then say, 30 seats just wouldn't survive, I'm confused now with the bakery concept and that sort of thing.

CHAIRMAN STEVENS: Okay. So I see we have a new gentleman coming up, so just be sure to state your name and address for the record, please.
BOYD YEE: Sure. My name is Boyd Yee.
CHAIRMAN STEVENS: And if you'd pull that --
BOYD YEE: Boyd Yee. I represent the Yick Yee Family Company. And the point I was trying to make, I had two restaurants in this town; I had the TGI Fridays out at the mall, I had a Wingers in Meridian.

So the point we're trying to make on the 30 seats, there is not a restaurant concept that has full hours that can make it on 30 seats. How many turns do you have to have on 30 seats?

So our emphasis is on the bakery concept, like Great Harvest. Yeah, you see one on Fairview, and you see one out at Eagle. We're also thinking of maybe a quick-service sandwich shop. And so, yeah, the 2:00 o'clock thing doesn't help us at all.

So that's the only point I wanted to make. You can't make it with a 30-seat restaurant. Any questions?

COMMISSIONER BRATNOBER: Madam Chair?
CHAIRMAN STEVENS: Commissioner Bratnober.
COMMISSIONER BRATNOBER: So, basically, you can't make it with a 30-seat restaurant under the constraints of the hours? Is that the full sentence?
BOYD YEE: No. I'm saying there's a lot of emphasis put on that we were going to put a 30-seat
restaurant in.

COMMISSIONER BRATNOBER: Uh-huh.

BOYD YEE: And my emphasis is if you owned a 30-seat restaurant with no limitations on the hours, you cannot make it financially.

COMMISSIONER BRATNOBER: Uh-huh.

BOYD YEE: And so the 30-seat was for a breakfast concept or a quick service concept or a sandwich shop. Okay? And so when you say 6:00 to 2:00, that kind of limits, you know, the sandwich shop, the bakery. We're thinking about the people that are coming in after 2:00 to buy bakery items or a loaf of bread. So 6:00 to 2:00 really doesn't work, and that was our contention.

COMMISSIONER BRATNOBER: Thank you.

BOYD YEE: Okay. I just wanted to make another point.

CHAIRMAN STEVENS: You know what --

BOYD YEE: Go ahead.

CHAIRMAN STEVENS: The applicant's time for making a presentation is over --

BOYD YEE: Okay.

CHAIRMAN STEVENS: -- and we're now at questions and answers. So if you want to say something, I would suggest that you wait until the rebuttal time.
Right.

CHAIRMAN STEVENS: Okay. Uh-huh.

Other questions for staff or the applicant?

COMMISSIONER SCHAEFER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAEFER: So I'm newer to the Commission. I missed the party last year about CC&Rs and the history here, so bear with me as I'm learning.

Based on the testimony so far this evening, it sounds like the library and Saint Al's are overparked. Of their own volition, they decided they had some extra asphalt, and they wanted to just pave some extra land.

Can you help me just kind of walk through how we're -- I'm befuddled, as well, along with Commissioner Gillespie, about how we're in a situation we're haggling over five spots when we've got extra spots, theoretically, by code, at some of the other parcels that are right across the parking lot from this proposed project.

LEON LETSON: Madam Chair, Commissioner Schafer, yes, both the library and Saint Al's specifically requested parking above the maximum allowed by the development code, so that was included in the entitlement process for the construction of those spaces. They are technically within the Bown Crossing
area, which is highlighted here in blue.

As I mentioned earlier, parking is not assigned, so people, theoretically, could park in the Saint Al's lot and make their way to Bier: Thirty or this new tenant. Under the way things are operating right now, that is, technically, possible.

But, yes, both of those uses did request more parking than what is typically required by the development code.

COMMISSIONER SCHAFER: Okay. Thank you.

CHAIRMAN STEVENS: And if I could, for Commissioner Schafer's -- sir, we'll have time for public testimony after we're done -- I think if I could just follow up for you, I think what you're asking is why there is no agreement between them when one party thinks that there is, and they should be able to use the parking on the other side?

COMMISSIONER SCHAFER: Well, that's certainly an ongoing question in my mind. I don't know if we're going to get a resolution to that answer tonight. So, again, I'm going to play up my ignorance on the topic, and me being a rookie up here, that, you know, at the high level there's 300 parking spaces within -- what's the area we're talking about here, you know, total?

LEON LETSON: 1,000 foot --
COMMISSIONER SCHAFER: Yeah.

LEON LETSON: -- 1250 radius, I guess, from the center.

COMMISSIONER SCHAFER: Yeah. So it's a struggle, I guess, is where -- I'm trying to understand how we've gotten to this point and how there's really an issue, you know, when there's this many parking stalls already at the development.

LEON LETSON: Madam Chair, Commissioner Schafer, again, it was quite the party last year just discussing the history of the development at Bown Crossing because, as we've mentioned, there's never been a formalized, City-approved parking agreement.

It was -- you know, for several years and several developments over the years, those CC&Rs were referenced as how we're all going to get along and make this thing work. And through this project a lot of light was shown -- shined -- on those CC&Rs.

And, ultimately, the City -- at the highest level, the Council said, we can't make a decision to -- to allow for the reduction of your parking based on this perceived belief that parking is, indeed, shared.

Despite the fact that it's functioning that way right now, we, as a Commission and as City Council can't say, well, you've got your five spots over in the library
space, and we're good to go. That was -- we tried that; it didn't work, so...

COMMISSIONER BRATNOBER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: Just one more thing on that topic. Is there anything preventing Saint Al's, the library, whatever, to put up a bunch of signs that says, "Library Parking Only"?

Because I think that's where you get to, now that's not accessible to us anymore and it raises the concern.

LEON LETSON: Yeah, Madam Chair, Commissioner Bratnober, there is a section of our code that says if you assign parking, now you need 20 percent more than what the development code requires, at a minimum. So that could result in some very interesting evaluations of who's got enough parking to support a 20 percent increase like that.

I think the library and Saint Al's are probably in good shape. I think a lot of the smaller users might struggle to, indeed, provide 20 percent additional parking over what they are required by our code today.

COMMISSIONER BRATNOBER: Thank you.

LEON LETSON: And so that is, technically,
something that, you know, our code compliance --

COMMISSIONER BRATNOBER: It's a risk.

LEON LETSON: -- division could get involved with and say, no one has enough, and you can't assign your parking, and that would be an interesting conversation.

COMMISSIONER BRATNOBER: Thank you very much, Leon.

CHAIRMAN STEVENS: Okay.

COMMISSIONER SCHAFER: Madam Chair?

CHAIRMAN STEVENS: Yes, Commissioner Schafer.

COMMISSIONER SCHAFER: One more quick follow-up, Leon. I'll be gentle.

Just to confirm, and Saint Al's and the library and all of the businesses in Bown Crossing are all part of the same CC&Rs; correct? They're all playing by the same rules; and, apparently, everybody's getting along and everybody loves Bown Crossing, but we're all arguing over five parking stalls?

LEON LETSON: Yeah, Madam Chair, Commissioner Schafer, I'd say, in a nutshell, that's a way to boil it down. That's two analogies mixed together. But, you know, I --

COMMISSIONER SCHAFER: All right.

LEON LETSON: Sorry. That was my English
background jumping out at me there. I -- there is a master set of CC&Rs that discusses how everyone is going to get along out here. And I think you'll hear some testimony tonight that dives into those details a little bit more.

As much as we've tried to avoid the CC&R discussion here, it feels like we're not going to get away from that. And I think that, again, you will hear some testimony that says, well, parking can be shared, but you've got to meet these criteria in order to share it, and that's where the crux of this situation exists, so...

CHAIRMAN STEVENS: All right. Anything else?

COMMISSIONER SCHAFER: Thanks.

CHAIRMAN STEVENS: All right. This is your last chance, everyone.

PUBLIC TESTIMONY

CHAIRMAN STEVENS: Okay. The first person on the sign-up sheet, Steve -- I'm having a hard time with the writing -- on Independence Drive. And then that's followed by Deborah Nelson.

STEVE DUNLAP: Steve Dunlap, 2342 East Independence Drive in Boise.

Chairwoman Stevens and Commissioners, listening to the discussion here, some information has
come to mind that you may not be in possession of, so let me start here.

Parking: Whatever agreement exists or doesn't exist, it's already shared. As a frequent user of Bown Crossing, I, about half the time, walk, half the time drive my car. I can assure you, we customers park wherever we can find a spot. And sometimes that's right behind the Tavern, sometimes it's clear over in the library or Saint Alphonsus lot.

The second point is Bown Crossing, as Mr. Letson pointed out, has enjoyed tremendous growth, especially Harris Ranch has contributed a lot of business. It's much more difficult to get into the restaurants and businesses. It's also much more difficult to park.

The one other point that hasn't come up at all is that there's a big school surge at the -- in the morning and in the afternoon for school drop-off and pickup at Riverside Elementary. That occurs mostly over in the corner of the parking lot by Saint Alphonsus, but contributes a significant bubble to parking demand.

One other thing that hasn't come up at all is this parking area is used for greenbelt access. People park here and walk across the street to take a hike on the greenbelt to Barber Park or along the nature path.
there.

And the last point is at the current site of this development, there are typically between 5 and 15 cars parked. So whatever we say that this development is going to add to the parking of Bown Crossing, it's not. It may well be a net loss.

I can -- as a frequent user of Bown Crossing, I can tell you that availability is already strained, and adding this place is going to result in significant additional strain.

One of the other people interested in this issue told me that in a discussion with staff he believed that the Planning and Zoning staff thinks that the opposition to the parking reduction has dropped off or dried up, and I can assure you that's not the case.

I and other participants have become very tired and frustrated by this process that has dragged on through months and many meetings and deferred meetings. The requester seems to be given endless opportunities to make an end run around the initial determination.

And the City -- my -- I have appeared before, and I've submitted comments in writing, and I'm just getting a sense, myself, that this whole citizen input thing is kind of an exercise in futility. But I'm here again, and I do ask you again, please deny this parking
reduction request.

Thank you.

CHAIRMAN STEVENS: Thank you, Mr. Dunlap.

Deborah Nelson followed by Ross Caulum.

STEVE DUNLAP: Pardon me?

CHAIRMAN STEVENS: Oh, Deborah Nelson is up next.

STEVE DUNLAP: Okay.

CHAIRMAN STEVENS: She's right behind you.

DEBORAH NELSON: Evening, members of the Commission. Deborah Nelson, 601 West Bannock in Boise. Three minutes is going to be tough. I'll do my best. I also want to revise what we'd planned to say to try to address some of the comments and questions that have come up.

But I -- Ross Caulum will be speaking after me, and he will address specific concerns about the location of this development right next to Saint Alphonsus' clinic. And that proximity is what's so important to take into account when you're thinking about the large number of parking spaces that may be available in the area.

I think you'll hear a lot of testimony tonight telling you they're not actually available. But in any case, for the clinic, it is specific to location. Also,
there was questions about the CC&Rs. We had not planned
to talk about that tonight because the applicant's been
clear that they're not asking for anything under the
CC&Rs after the City Council clearly rejected that. But
just briefly, the CC&Rs do allow shared cross-access
parking for -- as an easement, but not a reduction in
the parking that your business brings forth at the
beginning. And so that's the significant difference
here.

So here previously, the applicant asked for a
24-space reduction, and they -- and the City denied that
for a number of reasons, including reliance on the
CC&Rs, saying the use was too intense for this location,
it was taking up too much of the site, didn't allow
enough on-site parking, but encouraged them to come
back.

And so they have. They've returned with a
building that is virtually the same size, though, with
basically the same mix of uses, the same footprint,
leaving room for the same on-site 14 parking spaces.
And so -- and they -- but their application just,
technically, requests a reduction of nine spaces.
That's their parking reduction.

As Leon noted, the variable here is the
seating, going from 80 seats to 30 seats. Otherwise,
this is, basically, the same thing. Any parking
reduction here will have a significant impact on
businesses, in particular, Saint Alphonsus. But Saint
Alphonsus agreed, to be a good neighbor, they could live
with nine. They told the applicant that before they
filed.

All that we are here to ask tonight is that it
truly be limited to nine, that the right conditions are
put in place to make sure that the impact -- the actual
impact is limited to a reduction of nine. From the
comments that we heard from the applicant tonight about
you can't have a 30-seat restaurant, I appreciate that.
I appreciate that they have gone to a different kind of
use here, and that could really help.

So they -- if that's the case, if they're
looking at the bakery, the walk-in restaurant, that --
they should not have a problem with the cap that we're
asking for, then, that would truly limit this to 30
seats. And that's got to consider indoor and outdoor.

Technically, yes, your code doesn't count
outdoor seating; however, it allows outdoor seating.
And as Commissioner Bratnober appropriately pointed out,
they're asking for both a rezone and a conditional use
permit. So you do need to take into account the actual
impacts, not just the technical count of how you count
restaurants.

And, again, for the style of restaurant they're asking for, a cap of 30 that includes indoor and outdoor shouldn't be a problem. And that's all we're asking, is to truly limit that. On the retail use that we pointed out in our written testimony, so I won't have time to address it, they are three parking spaces short. So the overall, they are short 21 spaces, not 5. We're not talking about 5 spaces --

CHAIRMAN STEVENS: Time is up.

DEBORAH NELSON: -- we're talking about 21.

Thank you.

CHAIRMAN STEVENS: Thank you.

DEBORAH NELSON: Stand for questions.

CHAIRMAN STEVENS: We'll go ahead and go next to Ross Caulum, followed by Bill Schilling.

ROSS CAULUM: Good evening. My name is Ross Caulum. I'm Saint Alphonsus' regional real estate director. And my office is at 1055 North Curtis Road in Boise at Saint Alphonsus Regional Medical Center, on their campus.

As you've heard, Saint Alphonsus does operate the clinic immediately adjacent to the proposed development. The main thing here is that our clinic serves family practice urgent care, orthopedic, and
rehab patients. Those patients are not able-bodied, they're not able to walk hundreds of feet; they need immediate adjacent parking, and they cannot search on-street parking to go see their doctor.

So over 70 percent of our patients travel 2 miles, and over 50 percent of them drive over 5 miles to come and get healthcare from Saint Alphonsus. The treatment that we provide gives the urgent care medical needs on appointments or on an as-needed basis when the patients walk in. They arrive by car. They need that immediate, accessible parking.

We have, approximately, 20 providers and staff working from 8:00 a.m. to 8:00 p.m. The clinic is operating at less-than-planned capacity, and our expectation is our patient visits will increase, so our demand is going to go up.

So when you look at the practical matter of parking available today, it's because we're not operating at full capacity, as we speak. That growth in patient volume will increase, as we've seen the rooftops increase in the Harris Ranch/Harris Ranch North community.

Saint Alphonsus did build 55 parking spots. Why? Because our patients need it. The new development would have significant impact on our parking
availability. Their new drive aisle, to make for the appropriate circulation, actually removes, takes away two to three parking stalls from us, parking stalls that we built.

The proposed use for the patient -- excuse me -- the employees and customers, at best you've heard, is somewhere in the nine, five, seven. He threw all of the numbers around. Some of it is the definition of what the zoning is.

The practical matter is, when there's outdoor seating, there's a restaurant, be it a pickup and go, whatever, the practical matter is there will be cars. Those cars, when you look at the parking lot, will most likely park in Saint Alphonsus. We'll be the most dramatically impacted.

And so by other counts of methods and numbers, you could see the parking go over 45 under parked. Any parking reduction will negatively impact the patient care. The healthcare of the community will be hurt severely.

So what we want to do, as Deborah mentioned, we wanted to be a good neighbor, so we are willing to adapt and work with them. However, that is not what has come forward. And what we really ask is that our adverse impacts be limited, and, at the very least, we
respectfully ask that you adopt the conditions that we requested within our letter.

Thank you. And I stand for questions.

CHAIRMAN STEVENS: Thank you, Mr. Caulum.

Mr. Schilling will go next, followed by Per Christensen.

BILL SCHILLING: My name is Bill Schilling. I am a resident at 5253 South Boven Avenue in Boise and a business owner at Bown Crossing. I have the optometry office there.

And I don't think I can add much more than what my other opponents to this have said, other than the fact that all of the current tenants are currently operating with -- under the situation of limited parking. And the parking is only getting worse and worse as the developments in the area continue and increase.

So having a parking reduction presented is going to further make that a worse-and-worse issue. And that's, basically, all I have to say. So I've saved you guys a lot of time, so...

CHAIRMAN STEVENS: Thank you for that.

Mr. Christensen followed by --

PER CHRISTENSEN: My point has been made, so I'm going to pass.
CHAIRMAN STEVENS: Okay. Mr. Christensen is passing.

Mr. Fritchman, you're on here next. I assume that you are -- you've spoken; you don't want to speak independently?

Okay. Ryan Faber, followed by J.E. Givens.

RYAN FABER: Good evening, Council Members.

My name is Ryan Faber at 3072 South Bown Way. I'm the owner and operator of Eastside Cycles. I have been there for the last 11 years, which means that we were there before the library, before the bridge, when things were slow and the parking easy.

And we, myself and a lot of other businesses, have spent a lot of time making this area very busy and difficult to park in. I'm the father of a student at the adjacent Riverside Elementary; I'm a patron of the Bown Crossing businesses, and I get to see this on a day-to-day basis.

My daughter comes to work with me two days a week, and we walk from my shop over to the school there. And we get to see the traffic and the parking issues that happen at the peak time of parking for the school, at the same time that the -- even the limited business hours are going to happen, and all of the street parking is taken by parents, and most of Saint Al's and lots of
the library is all utilized during that time.

The -- as far as the parking study is concerned, while the number of businesses that are there has stayed the same, things have grown. I have grown -- our business has grown in number of transactions and dollars every single year that we've been there. There are more residents in that area, so it just continues to get busier and busier.

As to the street parking, they said 37 spots. The parking study was a little unclear as to how many were along the street. And I want you to remember that there are 20 businesses there. And so they share those, plus 9 residents above that, that all have to utilize that street parking as well.

This is not Hyde Park. You can't just walk another block, another four blocks, another eight blocks further. We are an island. The parking that's there is there. And as I continue to grow, as are -- my fellow business owners and entrepreneurs continue to grow, what's going to happen?

This isn't -- the growth isn't stopping, the growth is continuing to get bigger. In the master plan, this was intended to be a bank, and that would have been a perfect use of that. It was owned by Westmark Federal Credit Union until just a few years ago when the current
applicant purchased it or swapped it.

As a picture, a restaurant/bakery would have 6 to 10 staff members probably on staff at any given time, retail spaces combined would be 6 to 10, that would be 12 to 20 of the 14 spots that they are providing to be used just by their staff members.

There has been conversation about simply towing vehicles that are parked for this development in current Bown Crossing. As a business owner in there, that business in-fighting would be a cancer to all of us. It would dramatically kill the feel of the area. And to approve the conditional use permits here would simply be to ignore staff parking and functionally overturn the current decisions already made causing them to park in the current Bown Crossing parking, which is what we're here about, not joint parking agreements.

I'm open for any questions about --

UNIDENTIFIED SPEAKER: Time.

RYAN FABER: -- Bown history or otherwise.

CHAIRMAN STEVENS: Thank you.

RYAN FABER: Thank you.

CHAIRMAN STEVENS: Mr. Givens.

ERIK GIVENS: Good evening, Madam Chairwoman,

Commissioners. My name is Erik Givens.

CHAIRMAN STEVENS: Why don't you go ahead and
pull that mic up just a little bit.

ERIK GIVENS: Certainly. Better? My business is at 3123 South Bown Way. My wife and I are the only staff that are regularly in the store, and we can't always guarantee, ourselves, that we have parking places. Now, immediately behind our store is a decorative planted area which just happens to have mailboxes on it. The opposite side of the parking lot from there are two dumpsters and a recycling dumpster. And those are all an enclosed area. So we rely on the goodwill of others to allow us to park.

Now, recently the library had a major function going on, and I pulled in -- we don't open the store until 11:00 o'clock. We're in, obviously, earlier than that. But the point is I pulled into the parking lot, and there was a parking spot left.

Now, does the library regularly have functions? No, they do not. This was extraordinary. It was extraordinary to see that many cars parked back there. I applaud the fact that Saint Al's and the library put additional parking places in when they did their construction. I think that speaks well of them.

The point is, is we all share the parking currently, either as employees or customers. And as was mentioned earlier, we're witnessing a net loss of
parking because a building is about to be placed where many people currently park. And I don't think anyone's ever taken the time to address just that. They want to argue over small, insignificant numbers, but that number becomes greater just as a result of that.

So, again, I agree with everything that the opposition has brought up thus far. And it's important that we all work together, because that's what's going to make all of the difference in the world. I'm curious now why it is after all of the mailings that I've seen over many months of a 30-seat restaurant it has now become a 30-seat bakery.

If you spend any time at Bown Crossing at all, and you look at the outside seating that's available -- I'm talking now about the Tavern, I'm talking about Locavore, Boise Fry Company -- if the weather is great, people love to sit outside, and that's going to have an impact, because those people have to get there somehow to be able to take advantage of that outside seating. And they're probably going to drive.

If you have any questions, I'd be more than happy to... bonus.

CHAIRMAN STEVENS: Thank you. That's it for the sign-up sheet. Is there anybody else in the audience who came to testify who didn't get the chance
to sign up?

    Okay. There's a few of you. If you could just come to the -- come forward, please, just to make it more efficient, and just sit in this front row for me. And then what I'm going to need each of you to do is there's a little, white pad of paper next to the podium; I'm going to need you to fill one of those out so you're on the record. Somebody's got to go first.

    And if you could fill that piece of paper out after your testimony, that would be great. Thank you.

    PATRICK SPOUTZ: Commissioners, thank you. I want -- my name is Patrick Spoutz. I live at 912 West Brumback in Boise. And I want to speak in support of the parking reduction and the plan as proposed here today.

    If demand in Bown Crossing, as everyone has pointed out, has grown without any additional new buildings, parking gets tighter. And that's kind of the natural effect of having a popular, great place that people like to go.

    If we build enough parking to satisfy unlimited demand for free at all times for peak capacity, you might end up turning Bown Crossing into a parking lot, effectively, or a mall, and that's not what the place is really intended or desired to be.
So I'm in support of the motion to go with the parking reduction as asked. Thank you.

CHAIRMAN STEVENS: Thank you. Next?

ALLEN HUMBLE: Thanks for the opportunity to speak. I'm Allen Humble. I live at 1373 West Martin Street in Boise at South Boise Village.

The library is an interesting potential user of that property in a way nobody's mentioned. We have a new mayor, in some small part because of a contentious library project. We don't know where that's going. Some people love regional libraries, and we've got a regional library there, which certainly could be built and expanded upon. Its hours of use certainly could be changed, and most certainly its parking needs will change if either of those happen, certainly if both of them happen. And so you can't bet on something that's uncertain, but now you've got a card on the table that you didn't have played before.

And so to the extent that you can consider that, I think you should. Any questions?

CHAIRMAN STEVENS: None. Thank you.

ALLEN HUMBLE: Thanks.

CHAIRMAN STEVENS: Please don't forget to fill out a little, white sheet.

Up next?
ROBERT ELLIOTT: Hi. My name is Robert Elliott. I live at 1037 West Hale Street in Boise. And I am in support of the parking reduction. I go through Bown just about every single day, either on bike or on foot, and I think the idea that we're arguing over a few parking spaces to be a little ridiculous. It's a very walkable, bikeable area. It's right off the greenbelt, there are plenty of houses right in the area, and I don't see why walking or biking there is an issue.

CHAIRMAN STEVENS: Okay. Thank you. Don't forget to fill out a white sheet, please.

Is there anybody else who would like to testify tonight on this?

CHAIRMAN STEVENS: Okay. Hearing none, we'll have five minutes of rebuttal from the applicant. And if you did fill out a white sheet, just go ahead and leave them on that desk, and we'll pick them up after the hearing. Thank you.

REBUTTAL

JOHN DAY: Thank you, Chair and Commissioners. I guess I just want to address a few things that I've heard. And I guess, honestly, they bugged me a little bit, in that, how are we to -- I guess what I've heard is that, well, this could happen, that could happen. Are we to be held hostage while things could happen?
You know, I just -- I don't think that that's fair. But other than that, I really don't have anything more to say. So thank you.

CHAIRMAN STEVENS: Okay. Thank you very much. That closes the public portion of the hearing. How does the Commission --

BOYD YEE: Can I make a couple statements, please?

CHAIRMAN STEVENS: Oh, as part of the rebuttal, since you do have four minutes left, we'll go ahead and permit it. We'll reopen the hearing.

BOYD YEE: Again, my name is Boyd Yee. I'm representing the Yick Yee Family Company. So when we bought the property, we did our due diligence, you know, we had a preliminary title report made. I sent Chad Hamilton down and John to the City to see if there was any special requirements that we had to do on the property.

They couldn't find one, but what they did find was a recorded CC&R that said we, if we're an owner of that property, have the right to use that parking field. So that's where we're at. So we went ahead and purchased the property, and this has been an experience.

And I guess I'd make a comment that those who oppose it, if you guys --
CHAIRMAN STEVENS: Sir?

BOYD YEE: -- want to buy the property --

CHAIRMAN STEVENS: Sir?

BOYD YEE: -- you're welcome to it.

CHAIRMAN STEVENS: I need you to direct your comments to us, please.

BOYD YEE: Okay. Yeah. So my point is, I hear that, you know, the building is too big, you can't do this, you can't do that. But to be financially feasible, we think we have the right square footage.

So that's my last comment. Thank you.

MOTIONS

CHAIRMAN STEVENS: Thank you. With that, we'll go ahead and really close the public portion of the hearing.

How does the Commission want to proceed?

COMMISSIONER BRATNOBER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: I move we recommend the rezone CAR19-00022 and deny the conditional use permit CUP19-0064.

CHAIRMAN STEVENS: Okay. We have a motion -- a complicated motion, somewhat, by Commissioner Bratnober.

Is there a second?
COMMISSIONER STEAD: I'll second for conversation.

CHAIRMAN STEVENS: Okay. We have a second by Commissioner Stead.

Commissioner Bratnober.

COMMISSIONER BRATNOBER: Excuse me. In terms of the rezone, I mean, it's perfectly legitimate where it sits and the kinds of uses around there, to try to encourage more pedestrian/bike kinds of access that comes with that PC zone. It's been all over the map in terms of the parking issue, however.

The best I can ascertain is that we've got folks who have the larger parking lots concerned about the future, and that is their right because, after all, they're planning for the future, and a key part of our function is not just zoning, it's planning. So someone has to look out to the future, and that's partially in our hands.

In terms of where it is and where it ended up, it feels like the kind of reduction that's being requested is out of whack with what we're hearing in terms of the uses. So that's why I'm saying I believe that those additional parking spaces should be provided. And as far as the rezone, that's fine.

CHAIRMAN STEVENS: Further discussion?
COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I'll be voting in opposition to the motion. And I'm going to turn to page -- I believe it's 113 of the staff report, the big pack. So this is where Leon, basically, goes through the CUP criteria.

And, to me, the crux of what we're discussing is will the proposed use -- if it complies with all of the conditions imposed, will it adversely affect other property?

I just don't think it will. I think, given the proposed parking, the restriction on the hours of the restaurant or the food service operation, the general parking availability in the area, the availability of mass transit, the fact that this is an urban-focused development, this is not the suburban mall, as, remember, the public pointed out.

I just don't think that the proposal before us is really going to have any material adverse impact on anybody else at Bown Crossing. And I think we are -- you know, it's clear what's happened. We're, basically, piling all of the consequences of ten years of decisions on the last parcel. And that's just not right.

And it's just not going to make, in my
estimation, a big enough difference to qualify, for me, for adverse impact. So I would support the rezone. I think it's a good rezone to do. I agree with that logic. But I also would support the CUP with the conditions as Leon outlined.

COMMISSIONER FINFROCK: Madam Chair?

CHAIRMAN STEVENS: Commissioner Finfrock.

COMMISSIONER FINFROCK: I agree with Commissioner Gillespie 100 percent. I think -- you know, I think you used a reference, "When the last one to the pool" -- or something -- "doesn't get in." I don't know what you said. It was a while back. But it, pretty much, looks like it's exactly that in this situation, where it's because he's the last parcel, the last applicant, that now we're having to pay the price for all of the decisions that have come before him.

And I also agree with some of the comments that were made as far as what our goal is of this particular activity center. And I do think if there's biking, and there's pedestrian -- ability to walk to some of these restaurants, then I -- so for that reason, I support Gillespie's -- and I will be opposed to that motion as well, at least a portion of it.

COMMISSIONER STEAD: Madam Chair?

CHAIRMAN STEVENS: Commissioner Stead.
COMMISSIONER STEAD: I was the seconder of the 
motion, but I wanted to, primarily, get the conversation 
going.

I would support the approval of the CUP. And 
I wonder -- well, I guess I would say, primarily because 
I agree with what my fellow commissioners have said. I 
also think, you know, when we did see this project the 
last time, we did ask them to revisit it and come back. 
And I appreciate the reduction from 80 seats to 30.

And our code, as we've mentioned, does not 
require us to look at the -- consider patio space. And 
I think it's sort of -- it levels out, because if the 
weather is good enough for people to want to sit on the 
patio, then we'll probably see an uptick, also, in the 
pedestrian and bicycle access to the neighborhood.

But I would be interested in hearing the 
Commission's thoughts on the restricted operating hours. 
I don't know -- I'm not convinced that that's required 
for this space, in part, because what Commissioner 
Gillespie said of trying to put all of the final -- you 
know, all of the restrictions on the last business.

If no other -- if other businesses have shared 
parking spaces with, perhaps, parking variances without 
restricted operating hours, it seems pretty oppressive, 
to me, to limit operating hours for just eight hours for
a business that is a restaurant, a bakery, or what have you. Really, any business.

CHAIRMAN STEVENS: Further discussion?

JAMES: No, just a legal point of order, Madam Chair.

CHAIRMAN STEVENS: Thank you, James, yes.

JAMES: I'd just like to clarify, after the last comments from -- in deliberation there, that -- echoing staff's comment that patio seating can be relevant to impacts from this development, even if that patio seating does not generate required parking for purposes of a starting point, table, that kind of thing.

CHAIRMAN STEVENS: Thank you. Any -- I'll actually take that as a perfect segue to what I was going to say, which is: I think what's bothering me about this -- notwithstanding my philosophical agreement with Commissioner Gillespie and others -- is that we denied this once before, and what's in front of us is, more or less, exactly the same.

And Council went and did the exact same thing, and here we are coming back and -- from what I'm hearing so far, anyway, most people want to deny it again -- or, I'm sorry, support it now. And I think what's in front of us is actually -- the building is identical. I did the calculations. The number of square feet is exactly
the same.

And when you take 50 seats out, and you add a patio, you're, basically, just playing with the code. And so I really think we're stuck in a position where we're going to -- I mean, if the Commission is going the way I think it's going, we're going to say, yes, when we've said -- to the exact same thing we said no to before, and Council said no to before, without really trying to make some of the changes that I think Council, back then, which is only a year ago -- and I know we have a different council, but, you know, that -- so I just -- I'm worried that we are dealing with, pretty much, the identical application and we're not making any changes.

So Commissioner Gillespie?

COMMISSIONER GILLESPIE: Madam Chairman, first of all, it's a great point. In my old age, I can't remember how I voted in 2018. I think I was for allowing it then for, basically, the same reason. So I'm in a little bit different position than maybe the Council or other members of this Commission.

But I think, to answer -- to try to answer your question, and it's not a complete answer, is I think the restriction on the hours of operation does cause a fairly significant, you know, parking shift in
the context of these 20 -- 14 or 23 spaces for this unit.

I think in the context of the whole development, I'm still back to the point, I don't think there's any adverse impact. So I didn't agree with the Commission's decision then or the Council's decision.

UNIDENTIFIED SPEAKER: Madam Chair?

COMMISSIONER GILLESPIE: So I -- but I think that is a -- the hours restriction is a meaningful change. I also think the Commission, today, tonight, could consider what Ms. Nelson suggested, which would be -- and what James, basically, put on the table for us -- was if we find that the number of seats, including the outdoor seats, is contributing to an adverse impact and is linked to an adverse impact, then we can add a condition that restricts those seats to mitigate that impact.

So -- and I would be open to that discussion. So if someone wanted to put forward a motion that said the maximum number of seats, period, indoor, outdoor is, say, 36 or 30, or whatever your number is, and that that is what's necessary to control the adverse impact, then I would be supportive of that.

(Simultaneous speaking.)

UNIDENTIFIED SPEAKER: Madam Chair?
UNIDENTIFIED SPEAKER: Madam Chair?

CHAIRMAN STEVENS: I think I heard first Commissioner -- no. Okay. I'm going to hear first from Commissioner Ansotegui and then Commissioner Bratnober.

COMMISSIONER ANSOTEGUI: Thank you, Madam Chair.

Given what Commissioner Gillespie just stated, I would agree that what we -- what we're left with is, really, since we haven't seen any real change in the square footage of this area, that we can condition a reduction in the functional use of it. And I think a good way to do that would be to limit the total seating to 30.

I mean, what we're looking at here is nine months out of the year you can double the seating in this place. So I would propose replacing the hourly restriction with the seating restriction so it would be that the combined number of indoor and outdoor seating would not exceed 30.

CHAIRMAN STEVENS: Okay. So --

COMMISSIONER ANSOTEGUI: When that time comes.

CHAIRMAN STEVENS: Okay. Perfect. So we need to get into some protocol here, some procedural stuff. So we do actually have a motion on the table to deny the CUP. We have a couple of options. We could vote on it
as it stands right now or somebody could offer a substitute motion.

UNIDENTIFIED SPEAKER: Are we still discussing?

CHAIRMAN STEVENS: No, I'm sorry, the public meeting is closed. We are deliberating now.

CHAIRMAN STEVENS: Sir, excuse me, we are having our deliberation now. You've had your opportunity. Thank you.

So those are the options, but we do have a motion, an existing motion on the table right now.

COMMISSIONER BRATNOBER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So two things. The first -- and I hesitated to ask this because I was concerned about relevancy, but I think it establishes some sort of precedent. We've heard about, last one in the pool, I don't know, does something. And I missed all of that, so I'm trying to understand where the other occupants got a break that's not being -- here.

Now, let me give one exception, which is my second point, which is, I agree, the restriction of business hours is onerous, and I'm concerned it won't be
effective, because 6:00 to 2:00 means you're overlapping main business hours, you're overlapping the lunch hour, all of those things that are going to bring traffic in. And so my concern is it's onerous, and it doesn't -- it probably doesn't do the job.

But, again, to Commissioner Ansotegui, at the right time. But my concern is I don't -- I hear a lot of this stuff being lumped on, well, we're taking it out on this one. How?

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: And so to answer that question as best we can, and, again, without going into -- you know, we've been issuing permits here for 10 or 15 years. We heard Leon say, on the record, that previous businesses have been able to rely on the group parking and not just their parcel parking in order to meet parking requirements.

Now, I don't -- you know, I'm not saying that's -- you heard him say that. So that is the point that's been made is that we've had a breakdown in the community cooperation around the CC&Rs on this last parcel.

And that's the part I was frustrated at, unfairly, with Fred, because he wasn't a part of those
discussions. I apologize, Fred. But that's the "last person in the pool" problem --

COMMISSIONER BRATNOBER: Thank you.

COMMISSIONER GILLESPIE: -- I think. That's at least my understanding of it.

CHAIRMAN STEVENS: Okay. So I think we do have a motion on the table. We're going to have to take them separately.

So does anybody want to have any further discussion on the rezone at this point? We have a motion, at this point, to recommend the rezone to Council.

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I might suggest that the second and Mr. Bratnober, if they want to split their motion or revise it, that we just put a motion on the table on the rezone. So to do that, I would offer a substitute motion that we approve CAR19-33, for the reasons stated in the staff report, and with those terms and conditions.

CHAIRMAN STEVENS: Is there a second?

COMMISSIONER BRATNOBER: Second.

CHAIRMAN STEVENS: Okay. We have a motion by Commissioner -- a substitute motion by Commissioner
Gillespie. A second by, I think, Commissioner Bratnober.

COMMISSIONER BRATNOBER: Correct.

CHAIRMAN STEVENS: Okay. So is there any further discussion?

LEON LETSON: Madam Chair?

CHAIRMAN STEVENS: Leon.

LEON LETSON: I apologize to interrupt. I would only ask that if -- you know, with the rezone, we do have the development agreement attached with specific conditions. So if we're going to make changes to any conditions through a vote on the CUP, just please make sure that that's also reflected in the development agreement so that we don't have an approval with one set of conditions and a CUP with another set of conditions that don't sync up. So I'd just ask the Commission to keep that in mind as you move forward with whatever.

CHAIRMAN STEVENS: And tell me, does the development agreement go with the rezone?

Okay. So we do need to deal with that.

LEON LETSON: Typically that's the case, yes.

CHAIRMAN STEVENS: Okay. Thank you. Thank you for the reminder on that.

So we'll go ahead and table that while we continue discussion on how we want to proceed with the
CUP. So I heard some recommendations or some thoughts on how we might -- how the Commission might want to condition the CUP to make it more palatable.

Does anybody want to make a motion that we can take up first regarding the CUP that we can then include those -- assuming that that motion passes, we can include those same conditions on our development agreement when we deal with the rezone in the tabled motion?

Did I manage that right, James? Great.

COMMISSIONER GILLESPIE: Yeah, I'll give it --

Madam Chairman?

CHAIRMAN STEVENS: Okay, Commissioner Gillespie.

COMMISSIONER GILLESPIE: And, Commissioners, if you like, I'll give it a whirl. I move that we approve CUP19-64, as stated in the staff report, so I would include the restriction on hours in order to mitigate adverse impact. And I also would move that we add a condition that limits the total number of seats in the restaurant to 30 seats.

CHAIRMAN STEVENS: Is there a second?

COMMISSIONER ANSOTEGUI: Second.

CHAIRMAN STEVENS: Okay. We have a motion by Commissioner Gillespie, a second by Commissioner
Ansotegui, with the conditions as stated in the staff report, and the addition of a condition that limits the total number of seats in the restaurant, regardless of whether it's inside or outside, to 30, but does maintain the hours restriction. And I will go ahead and just go on the record, and since I didn't mention it before, I am opposed to that -- oh, one moment.

Apparently, I cannot, just by executive order, table a motion. We need to take a vote to table a motion. So if we could call the roll on that, please.

UNIDENTIFIED SPEAKER: On which motion? We've got a couple --

CHAIRMAN STEVENS: This is to table the motion to approve the rezone, which I need to state for the record -- I apologize. So the motion that's on the table is a recommendation of the rezone. However, the maker of the motion mentioned it was CAR19-33. I just want to correct for the record --

COMMISSIONER GILLESPIE: Oh, yeah.

CHAIRMAN STEVENS: -- that we're actually dealing with 19-22.

COMMISSIONER GILLESPIE: Dang it.

CHAIRMAN STEVENS: And I want to make sure that the maker of the motion intended that.

COMMISSIONER GILLESPIE: Yes.
CHAIRMAN STEVENS: Okay. And so the motion is simply to table it so we can take up the CUP first and then revisit the tabled motion.

UNIDENTIFIED SPEAKER: Second.

UNIDENTIFIED SPEAKER: Bratnober is the motion.

CHAIRMAN STEVENS: No, we have a substitute motion that was substitute -- oh, do we need to -- as I understand it, a substitute motion, if the -- if it's seconded, automatically gets rid of that initial motion, and we don't need to vote on it.

COMMISSIONER BRATNOBER: Point of order, please. I understand -- point of order.

CHAIRMAN STEVENS: Where is the point -- oh, thank you. I just didn't know where it --

COMMISSIONER BRATNOBER: No, no problem.

CHAIRMAN STEVENS: -- was coming from.

Commission Bratnober.

COMMISSIONER BRATNOBER: My understanding is that the substitute motion must be dealt with first and then you can get to the original motion. So I'm not sure if that affects the order of tabling, but...

CHAIRMAN STEVENS: Well, he can just withdraw
that, can't he, the original motion?

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I move that we withdraw all motions pending before this body so we can move on from a clean slate.

COMMISSIONER SCHAFER: I'll second that motion.

COMMISSIONER GILLESPIE: And Madam Chairman, I'd --

CHAIRMAN STEVENS: Okay. We have a motion by Commissioner Gillespie.

COMMISSIONER GILLESPIE: -- like to call the question, just to start all over.

CHAIRMAN STEVENS: Thank you. A very clean way of doing it. The second by Commissioner Schafer. Does anybody object?

Okay. Can we call the question, please.

ROLL CALL

THE CLERK: Bratnober?

COMMISSIONER BRATNOBER: Aye.

THE CLERK: Stead?

COMMISSIONER STEAD: Aye.

THE CLERK: Schafer?
COMMISSIONER SCHAFER: Aye.

THE CLERK: Stevens?

CHAIRMAN STEVENS: Aye.

THE CLERK: Anstotegui?

COMMISSIONER ANSTOTEGUI: Aye.

THE CLERK: Finfrock?

COMMISSIONER FINFROCK: Aye.

THE CLERK: Gillespie?

COMMISSIONER GILLESPIE: Aye.

THE CLERK: All in favor. Motion carries --

CHAIRMAN STEVENS: Thank you.

THE CLERK: -- with Commissioner Zuckerman abstained.

COMMISSION GILLESPIE: All right.

CHAIRMAN STEVENS: Okay.

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I would like to inquire as to -- before I make a motion, because I don't want to get it all confused with substitutes and people's changing. So it seems to us we're debating what conditions people can support on the CUP.

So I was wondering how people would respond to maintaining the restriction on the hours, which I think has a pretty big impact, and limiting the number of
seats in the restaurant to 30. So I just wanted to see, like, what do people -- who supports that and what different ideas do we have?

COMMISSIONER STEAD: Madam Chair?

CHAIRMAN STEVENS: Commissioner Stead.

COMMISSIONER STEAD: I do not support both levels of oppression on that, on restricting business hours and the patio seat count in that way. Yeah, I don't -- it seems like I heard from the public that it sounds like the good news is businesses in Bown Crossing are booming.

And it sounds like parking is an issue in the morning because of the school, and in the evening because of the restaurants, and I guess I don't -- if parking is a problem any time, I don't see us, then, you know, imposing these restrictions on the applicant as really solving any of the problems, except for creating, potentially, a lot more problems and inflexibility for the business owner.

COMMISSIONER BRATNOBER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: I'm in agreement with Commissioner Stead. I think both of these things, restricting seating and restricting hours, can really turn bad for a business. And that's my concern is we're
putting some restrictions that could cause your business
to fail because we got in the middle of it. The issue
here is about parking, so let's talk about parking.

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: I'm in agreement with
the commissioners on this end of the dais as well.

Yeah, I think the -- the restrictions, it's that last
person in the pool; right? That's the problem. No one
else has those restrictions in Bown Crossing, so I don't
think it's fair for us to apply those restrictions to
the last parcel to develop in Bown Crossing.

I think there might be some opportunity -- I'm
open to more discussion regarding seating numbers
between both the patio and the restaurant. I'm a little
concerned that if we -- let's play out that they develop
the site, as is presented today, and we only allow 30
seats on the patio and in the restaurant; we've got a
big, empty patio front and center on a major corner of
the development. And that's a concern for me from a
design perspective as well.

So I'm certainly in favor of the rezone and,
in general, I'm in favor of the project. I think if you
look at the development in Bown Crossing, I think this
site plan works. We talk about parking numbers as if
they don't take up space, but in reality, you know,
parking takes thought, and it takes access points, in
and outs, and arrangements, and if you look at the
development of Bown Crossing, the way they've oriented
this site and the building and the parking lot, it works
with the rest of the development.

So I'm in favor of that, in general. I'm just
concerned that putting restrictions on this last person,
this last parcel to develop, is not the right thing to
do.

COMMISSIONER ANSOTEGUI: Madam Chair?

CHAIRMAN STEVENS: Commissioner Ansotegui.

COMMISSIONER ANSOTEGUI: I'm in, mostly,
agreement with that end of the table. And I think that
both the time restrictions and the restrictions on
seating, they go to the same end, and that is to limit
parking -- or to require less parking.

And I really do feel that the seating should
be restricted, the 30 overall, just because I think that
would make the biggest difference, especially if it's
the kind of operation that's being described, which
would be a sandwich or a quick-access place.

There would be no need -- you really wouldn't
want to limit time on that because it would be something
that would extend into the afternoon. And to
Commissioner Stead's point, lots of things going on all
of the time here.

    CHAIRMAN STEVENS: Okay. Anything further?
    We don't actually have a motion on the table, and I can't make one, so...

    COMMISSIONER GILLESPIE: Madam Chairman?
    CHAIRMAN STEVENS: Commissioner Gillespie.
    COMMISSIONER GILLESPIE: So I really agree with Commissioner Schafer's point on the -- like, if we restrict the whole shooting match to 30, then you've got a big, old vacant patio. It's like, well, why is -- so I kind of agree with that.

    The idea of an hours restriction is something we have done -- the City does, with some regularity, to mitigate adverse impacts all over the city. Normally it's because there's a nighttime-oriented use next to -- or a driveway-use next to a residential neighborhood, and we're worried about noise and light from headlights and stuff, and so we put in hours restrictions.

    So, to me, it's not a big, giant, onerous new type of burden that the City is constructing. But, you know, frankly, I would support the CUP without the hours restrictions, but I think the hours restrictions is an acceptable way to reduce -- shift that adverse impact. It's going to make a big difference.

    COMMISSIONER STEAD: Madam Chair?
COMMISSIONER GILLESPIE: So that's my sense.

CHAIRMAN STEVENS: Commissioner Stead?

COMMISSIONER STEAD: What if it was something more like 4:00 o'clock or something that gave them a little bit more flexibility?

COMMISSIONER GILLESPIE: I'm okay.

CHAIRMAN STEVENS: I'll just jump in here and say that I think that by restricting the hours at all, we're chasing a moving target. We've got, sort of, these goalposts that today exist as what they are today, and then tomorrow they're going to be over here because, you know, Bier: Thirty is going to shut down, and it's going to become a yoga studio or the school gets shut down because the demographics change.

I mean, I just think it's very poor policy for us to be sitting up here trying to identify what those trends are and make decisions based on it. I think if our concern is with parking and the one and only thing that we can actually do, if we really think it's a problem out there, is to limit the seats, period. The rest of it is a moving target. So I just -- I can't support that kind of a restriction on a business when things change dynamically all of the time, so...

UNIDENTIFIED SPEAKER: Good point.

CHAIRMAN STEVENS: So let's get to a motion,
if possible.

COMMISSIONER STEAD: Madam Chair?

CHAIRMAN STEVENS: We always have the opportunity to deny and say to come back. Let's not forget that. So that is an option. Or, alternatively, to approve as it is. So those are, obviously, options that we have.

So Commissioner Stead.

COMMISSIONER STEAD: Madam Chair, I move that we recommend approval for CAR19-22 and approve CUP19-64, with the conditions stated in the staff report, minus the hours of operation restriction.

COMMISSIONER GILLESPIE: Second.

CHAIRMAN STEVENS: Okay. We have a motion by Commissioner Stead, a second by Commissioner Gillespie. Does anybody have anything they want to add? And do we just want to -- that means it is 30 seats maximum; correct?

I want to make sure everybody is clear on --

COMMISSIONER STEAD: That's the proposal, but my understanding is that's not written as a condition of approval. I'm getting a thumbs up from Leon.

UNIDENTIFIED SPEAKER: Could you repeat your motion, Commissioner Stead?

COMMISSIONER STEAD: The motion is to approve
the CUP as written in the staff report but subtraction of the condition of approval that requires limited operating hours.

CHAIRMAN STEVENS: And just so I'm clear, there is, then, no restriction on the seating; correct?

COMMISSIONER STEAD: Correct.

CHAIRMAN STEVENS: Okay. Okay. We have a motion on the table, a second on the table -- I mean, a second. Is there anybody who wants to discuss further?

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So the motion addressing the adverse impact clause or finding for the CUP, the staff report, as it's written now, relies, in part, on the hours of operation restriction to meet the adverse impact requirement of the CUP.

So I'm -- we're going to have to make an argument that without that hours of operation restriction, that we still meet that adverse -- no adverse impact requirement for the CUP. So I'm wondering if the motioner would like to make that argument?

COMMISSIONER STEAD: Madam Chair?

CHAIRMAN STEVENS: Commissioner Stead.

COMMISSIONER STEAD: I feel like that -- you
know, I've seen the significant -- I know that there's discussion about how many seats would be on the patio, so maybe we could separately address the maximum seats on the patio. I would be willing to add a condition of, say, a maximum of, I don't know, 10 or 20 seats on the patio. I don't think -- I think to Commissioner Schafer's point, I don't think we want an empty patio in this activity center. So I am willing to amend to do something like that, but I don't want to just see only the indoor seating and a big empty patio.

COMMISSIONER ANSOTEGUI: Madam Chair?

CHAIRMAN STEVENS: Commissioner Ansotegui.

COMMISSIONER ANSOTEGUI: I won't be able to support the motion as it stands. There needs to be something in here that limits -- that limits parking in some way, either through limitation of hours of operation or through limiting the total number of seats in the restaurant or, essentially, the functional square footage of the building.

There won't be -- if we put a cap at 30, what we're looking at is, like I said before, nine months out of the year you could have up to 60 seats in the restaurant, and so I don't think that -- there's -- people will sit outside if it's nice, or they'll sit inside, or they'll grab -- you know, I don't know how
things work, but I do know that if there's outdoor seating and there's indoor seating, there could be up to 60, and that -- I don't think that's tenable here.

So I would support a motion that, in one way or the other, limits parking, either through the time constraint or the time limitation or a total cap on seating, because, as we know, we can't count outdoor seating alone. You have to put a total cap on it.

COMMISSIONER BRATNOBER: Madam Chair, point of order, please?

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: I think we've got a motion on the table, and we're awaiting a second or a withdrawal.

CHAIRMAN STEVENS: No, we have a second.

COMMISSIONER BRATNOBER: I'm sorry. Pardon me.

CHAIRMAN STEVENS: Yep.

COMMISSIONER BRATNOBER: I did not hear that. Thank you.

CHAIRMAN STEVENS: So we're in discussion mode.

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.
COMMISSIONER GILLESPIE: I wonder if it might be wise at this point just to call the question and vote and see where we end up on this motion just to keep things clear, because then if it passes, it passes; if it doesn't, then it extinguishes this motion, and we can keep deliberating if we like.

CHAIRMAN STEVENS: Correct. But we do have a motion on the table, and our way of doing business has always been to make comments before --

COMMISSIONER GILLESPIE: Right. No. No. I'm sorry.

CHAIRMAN STEVENS: -- and that is where we are. And Commissioner Ansotegui just made her comments. Does anybody else want to comment before we vote?

COMMISSIONER BRATNOBER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So my concern on hours and seating, seating is often driven by other things, fire code and things like that. And it feels like we're trying to resolve a parking issue via seating. We're trying to resolve a parking issue via hours.

I mean, there is a simple choice, which is you provide the variance or you don't, plain and simple.
Trying to design these people's restaurant to fit a parking issue seems to be like -- we're chasing our tails a bit. Thank you.

CHAIRMAN STEVENS: Further discussion?

Okay. The motion on the table, again, is to approve the rezone and the CUP as written, adding a -- withdrawing the condition, I'm sorry, about the hours.

And will the clerk please call the roll.

THE CLERK: Bratnober?

COMMISSIONER BRATNOBER: Nay.

THE CLERK: Stead?

COMMISSIONER STEAD: Aye.

THE CLERK: Schafer?

COMMISSIONER SCHAFER: Nay.

THE CLERK: Stevens.

CHAIRMAN STEVENS: No.

THE CLERK: Anstegui?

COMMISSIONER ANSTEGUI: No.

THE CLERK: Finfrock?

COMMISSIONER FINFROCK: Aye.

THE CLERK: Gillespie?

COMMISSIONER GILLESPIE: No.

THE CLERK: Motion carries 5:2.

CHAIRMAN STEVENS: I don't think that's right.

THE CLERK: I'm sorry, did I do opposite
what --

CHAIRMAN STEVENS: I believe the motion failed.

THE CLERK: Motion fails 5:2.

CHAIRMAN STEVENS: Yeah.

THE CLERK: Sorry.

CHAIRMAN STEVENS: I think that's right.

Okay. So I think we know where the Commission stands. Does anybody care to offer a motion that would put some level of restriction on the restaurant as we --

COMMISSIONER BRATNOBER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So I'll -- I'm going to take it separately. Okay. I'm just going to move on the seat -- on the CUP. I move that we deny the parking reduction for CUP19-0064.

CHAIRMAN STEVENS: Is there a second?

Okay. Motion dies for lack of a second.

COMMISSIONER GILLESPIE: Madam Chair?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I move that we approve CUP19-64 with all of the terms and conditions as stated in the staff report.

COMMISSIONER SCHAFER: I'll second that motion.
CHAIRMAN STEVENS: A motion by Commissioner Gillespie, a second by Commissioner Schafer.

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: For those of you keeping score at home, this is the motion that includes, simply, the hours of operation restriction.

CHAIRMAN STEVENS: Is there further discussion?

COMMISSIONER ZUCKERMAN: Madam Chair?

CHAIRMAN STEVENS: Commissioner Zuckerman.

COMMISSIONER ZUCKERMAN: I'm going to oppose the motion on the grounds that the hours restriction -- when I'm looking through the 2018 parking report, the hours restriction doesn't line up with what parking is available and what parking is not available, so I don't think it's an effective way at minimalizing the parking issue, and I think we should look at a motion that deals with limiting seating itself.

CHAIRMAN STEVENS: Thank you. Anything further?

COMMISSIONER BRATNOBER: Madam Chair, I agree with Commissioner Zuckerman's analysis, with the exception of the seating part. But, like I mentioned before, it seems to me this -- these hours still fall
plop in the middle of lunchtime, which is -- if you've got a bakery, you know, and sandwiches, that's where you do it.

CHAIRMAN STEVENS: Okay. Will the clerk please call the roll. And, again, the motion is to approve exactly like it's written in the staff report.

THE CLERK: Bratnober?
COMMISSIONER BRATNOBER: Nay.
THE CLERK: Stead?
COMMISSIONER STEAD: No.
THE CLERK: Schafer?
COMMISSIONER SCHAFER: Yes.
THE CLERK: Stevens.
CHAIRMAN STEVENS: No.
THE CLERK: Ansotegui?
COMMISSIONER ANSOTEGUI: No.
THE CLERK: Finfrock?
COMMISSIONER FINFROCK: No.
THE CLERK: Gillespie?
COMMISSIONER GILLESPIE: Yes.
CHAIRMAN STEVENS: Okay.
THE CLERK: Motion denied; correct?
CHAIRMAN STEVENS: Yes. I just knew I wasn't supposed to say it.
THE CLERK: I'm very confused.
CHAIRMAN STEVENS: I can figure one thing out tonight. Okay. Folks, I think that what we're looking at is a motion, that I can't make, to approve this with a limit on the seating. I think that's where we're going in terms of trying to get an approval, get a motion passed tonight. So can somebody make that motion?

COMMISSIONER STEAD: Madam Chair?

CHAIRMAN STEVENS: Commissioner Stead.

COMMISSIONER STEAD: I approve [sic] that we recommend approval for CAR19-22 and approve CUP19-64, minus the limitations on operating hours, including a limit of 40 seats maximum, inside and outside.

CHAIRMAN STEVENS: Is there a second?

I'll second that. I can do that.

COMMISSIONER GILLESPIE: So, Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Just a point of clarification for the record: So it's 40 seats for the restaurant total, including inside and outside; we're removing any restrictions on the hours of operation; and we're amending the development agreement to include the restriction on seats; is that correct?

CHAIRMAN STEVENS: Correct. Seconder agrees.

COMMISSIONER GILLESPIE: I will support that
motion.

COMMISSIONER STEAD: Madam Chair?

CHAIRMAN STEVENS: Commissioner Stead.

COMMISSIONER STEAD: I think most of it has been said, but I guess I don't see limiting the operating hours. I know that it's been done in -- by the City in the past, which makes a lot of sense when there's a neighborhood who would be adversely affected by noise or, you know, light, or as the case might be, but I -- it sounds -- what I've heard from the public is that those limited operating hours really wouldn't impact the parking situation very much. And, as it's been said up here, that perhaps the only way we can do that is by limiting the seat count.

I think that allows the business owner a little bit more flexibility to -- if the business needs to change or, you know, within those constraints, they still -- it will still impact the parking, hopefully in a positive way, but give the business flexibility.

CHAIRMAN STEVENS: Further discussion?

COMMISSIONER GILLESPIE: Madam Chairman?

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So, obviously, we're slightly amending the staff report. So I would just say that I think the seating restriction will serve to
significantly mitigate the adverse impact, and so I think that criteria is met within the CUP, so I'll be supporting the motion.

CHAIRMAN STEVENS: Is there anything further from anybody else?

Okay. Will the clerk please call the roll.

THE CLERK: Bratnober?

COMMISSIONER BRATNOBER: Nay.

THE CLERK: Stead?

COMMISSIONER STEAD: Aye.

THE CLERK: Schafer?

COMMISSIONER SCHAFER: Aye.

THE CLERK: Stevens?

CHAIRMAN STEVENS: Aye.

THE CLERK: Ansotegui?

COMMISSIONER ANSOTEGUI: Aye.

THE CLERK: Finfrock?

COMMISSIONER FINFROCK: Aye.

THE CLERK: Gillespie?

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Six in favor, one opposed.

CHAIRMAN STEVENS: Thank you, everybody, for your patience. We're going to take a five-minute break and come back for Item No. 2.

(End transcription at 2:13:53 of audio file.)
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

RESULT: APPROVED [UNANIMOUS]
MOVER: Jim Bratnober, Commissioner
SECONDER: Milt Gillespie, Commissioner
AYES: Ansotegui, Stevens, Gillespie, Finfrock, Bratnober, Zuckerman, Stead, Schafer
First Motion: Commissioner Finfrock moved to recommend approval. Commissioner Gillespie second. No vote.
Second Motion: Commissioner Bratnober moved to amendment to delete the second clause and add a one-year expiration to the overlay. Commissioner Gillespie second. Motion Passed.
ALL IN FAVOR, MOTION CARRIED
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE: CAR19-00026 & ZOA19-00007 / BOISE CITY
PLANNING AND DEVELOPMENT SERVICES

TRANSCRIPT OR RECORDED PUBLIC HEARING
MONDAY, JANUARY 13, 2020

COMMISSIONERS PRESENT:
JENNIFER STEVENS, CHAIR
TAMARA ANSOTEGUI, CO-CHAIR
JIM BRATNOBER
JANELLE FINFROCK
MATT GILLESPIE
BOB SCHAFER
MEREDITH STEAD
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
JEFF LaMAR, C.S.R. No. 640
Notary Public
INTRODUCTION

CHAIRMAN STEVENS: Thank you for those of you who stayed.

We will now move on to item No. 2. And this is ZOA19-7 and CAR19-26.

And we'll hear from Cody Riddle.

CODY RIDDLE: Thank you Madam Chair, Members of the Commission.

This proposal is a request to amend the Development Code and rezone property to adopt a new overlay district for the neighborhoods adjacent to Boise State University.

For a little background, Council -- well, in August the City received a request for a moratorium from the Southeast Neighborhood Association. They essentially asked that we stop permitting what they refer to as stealth dorms or higher occupancy housing. They're concerned with both duplexes and single-family homes on the substandard lots, specifically those with more than three bedrooms per unit.

They were focused primarily on the area south and east of the BSU campus. They believe those
units do negatively impact the character of their neighborhood. This was the second such request by the neighborhood association.

In spring of 2017, City Council did impose an emergency ordinance that required additional parking for larger duplexes. And that amendment effectively eliminated the ability to construct those four- and five-bedroom duplexes on a typical 50-foot wide lot.

That temporary restriction was replaced with a permanent amendment to the Development Code that included a floor-area ratio limit, as well as a requirement for additional open space with duplexes.

To enact a moratorium, Council needs to find imminent peril to health, safety, and welfare of the community. With the most recent request they did not. However, they did direct us, the Planning Team, to proceed immediately with the proposal that's before you this evening.

I want to be clear that neither the staff or Council felt that this was a final solution that we're proposing. It's probably far from it, and it's part of the first step in a much bigger effort. We do have a working group that will be exploring additional changes to the area. In addition to zoning we could look at changes to the way we look at -- regulate
parking in the area. We might also refine the boundary that's proposed.

So the basic amendment before you is somewhat of a stopgap measure, I suppose, with the intent to slow down some of the higher occupancy units while we get a handle on things. We will likely be back before you with additional amendments, either separately or as part of our new Development Code.

So at this point the amendment is quite simple. We're proposing, again, a specific geography that we previously showed, and within that area that duplexes would be prohibited on substandard lots, and then duplexes with more than three bedrooms on each side would require a conditional-use permit. Off-site parking lots, whether permanent or temporary, would also be prohibited.

The intent is -- or as drafted, these restrictions would only apply in the R-1 or R-2 zones that show up in yellow and the -- yellow and the lighter orange on the map. These are single and medium density residential zones. The intent is to protect these areas from transitioning into predominantly higher occupancy units that to a certain extent could really degrade the character of the residential neighborhood. There are obviously many other zoning
districts within the overlay, and those would be unaffected at this time.

I think a concern with any -- with the amendment might be unnecessarily restricting the construction of housing. As you can see here in the last, oh, nine or ten years, we've approved about 55 duplexes. Only 11 of those included three -- more than three bedrooms per side, and all but one was located -- all but one of those higher occupancy units was located in the proposed overlay.

That suggests that this amendment shouldn't have a negative impact on housing from a citywide perspective. Again, we're not suggesting that the construction of duplexes be prohibited, simply limiting those higher occupancy units in a specific geography. Those higher occupancy units will still be allowed even in the overlay, just outside of those two zones that I mentioned.

Lastly, the amendment proposes the prohibition of both permanent and temporary off-site parking lots. I think it's pretty clear that those have -- in the R-1 and R-2 zones have the potential to really negatively impact those neighborhoods. Demolishing homes for commercial parking lots is counter to a host of comp plan policies, as outlined in
your packet.

As detailed in your packet, we believe the proposal is consistent with the approval criteria for the rezone and code amendment, it complies with the Comprehensive Plan, and that it will help preserve the character of the neighborhood and help us maintain a balance of housing type in this area. We also believe it is necessary to protect the general welfare of the public, specifically the residents of this neighborhood.

If existing homes continue to be demolished for higher occupancy duplexes and commercial parking lots constructed, we could -- a lot of the character of this neighborhood could be permanently lost.

Without the protections included in this amendment, we believe -- and likely future changes that we'll be bringing forward, the neighborhood is at risk of transitioning into a poorly planned extension of the BSU campus.

The amendment will help ensure a development pattern that is consistent with the neighborhood. And we want to be clear, it does not preclude students from residing in the area. It simply ensures that the development that does occur is of a scale and intensity that's consistent with existing
uses and those reasonably anticipated to develop.

So we are recommending or suggesting you forward this proposal to Council with the recommendation for approval this evening. I think you'll hear that there is some opposition to the request from builders and owners of property, as well as Boise State University.

I think it's unfair to say that there isn't some merit to that opposition. We're in a housing crunch, especially in terms of affordability. Anything that restricts housing isn't going to help with that. We need housing, and that includes dwelling units for students.

The newest duplexes, as you can see here, have come a long, long way since we started adopting codes to address duplexes. From an aesthetic standpoint, I think you'd be hard pressed to say they don't fit in. The question really is balancing the need for housing while maintaining neighborhood character. Both are important, and to an extent both sides of this issue are right.

I guess what I'm saying is we don't believe we're presenting the perfect, final solution to you this evening, but we believe we do have a good compromise.
Finally, I would say that you do have a letter of opposition from BSU. And I believe they're here to speak this evening. I believe their concern is primarily the area you see here outlined in blue. They're starting a focused planning effort of their own with the neighborhood in that area.

That area currently has actually a mix of property they own, and those that they don't, and a mix of zones. I believe their ultimate desire is that we leave that area outlined in blue out of the overlay this evening and exclude that entire corner.

But I'd like to remind you that as proposed, the new standards would only apply to the R-1 and R-2 zones, so the properties within that area that already have the "U," or university zoning district, wouldn't be impacted.

So our suggestion is that we do adjust the boundary just slightly to exclude properties in that area that already have university district zoning. Otherwise, our suggestion is that that corner be included at this time. But we would appreciate your input on that topic.

I believe that wraps up my comments, and we're happy to answer any questions you have. Thank you.
CHAIRMAN STEVENS: Thank you, Cody.

NEIGHBORHOOD ASSOCIATION

CHAIRMAN STEVENS: So we're going to hear from two neighborhood associations tonight. First we'll hear from SENA, and then we'll hear from the South Boise Village.

So is there a representative from SENA?

Okay. Fred, you're up again. And how is ten minutes for you? Will that will work?

FRED FRITCHMAN: We can do better than that.

CHAIRMAN STEVENS: Okay. Yeah, you're doing really well tonight in terms of the timing.

FRED FRITCHMAN: I try.

Good evening again, Commissioners. Fred Fritchman, 1321 Denver Avenue, representing SENA.

Our board has voted to support this overlay zone. This could be a great evening for close-in BSU areas if at last they receive meaningful protection from a type of high occupancy housing that is destroying the fabric of their neighborhood.

SENA has brought this issue to the City's attention numerous times over the past three years. Here is Blueprint Boise's goal for this area of our City. SE-NC 2.4 BSU area neighborhoods reads, quote, "Preserve existing single-family neighborhoods where
possible south of BSU, north of Boise Avenue, south of Beacon Street between Capitol Boulevard and Broadway Avenue," end quote.

This high occupancy development epitomizes the destruction of single-family neighborhoods. Houses in good condition have been demolished by developers to create high occupancy student housing, rather than being purchased and lived in by families.

As developers build high occupancy duplexes throughout this neighborhood, they not only remove affordable single-family homes, but diminish the possibility that owner-residents will want to locate in the area. Who would buy a home to live in, knowing that one of these structures could be built next door?

This is not an issue unique to Boise. Other college towns across the country have taken steps to preserve the character and livability of their neighborhoods which lie close to a university. These steps include restricting the definition of family and reducing the number of unrelated individuals who can occupy a dwelling unit. Both of these remedies have survived court challenges.

This proposed overlay zone is a reasonable remedy that maintains property rights for both owner-residents and developers. In the past few years
duplexes with only three bedrooms per side have been constructed in the BSU area that fit in well with the existing neighborhood. These duplexes clearly pencil out for some developers.

For decades Boise State University students have been a vital part of the southeast neighborhood and will continue to be. They live throughout the area and indeed throughout the City. Vibrant, healthy neighborhoods, though, consist of a diverse mix of residents: families, working people, retirees, young professionals, homeowners, students, and others.

Over 80 residents signed petitions to City Council last year requesting a moratorium on this type of development. These high occupancy housing projects have not been well accepted by neighbors because they fly in the face of the intent of the R-2 zone and what neighbors had every right to expect could be built next door when they bought their homes.

Occupancy of these new projects far exceeds what residents could reasonably expect for a duplex. Ten residents, ten bedrooms on a 50-foot lot. I live across the street from a triplex built in a commercial zone which has seven bedrooms on a 50-foot lot. Those three units are 21 units per acre, which requires a conditional-use permit.
Although our City does not equate density with occupancy, it's clear to see that number of occupants these so-called duplexes are designed to hold exceeds that for apartments requiring a conditional-use permit in the R-3 zone.

These are not really duplexes, as most of us understand duplexes to be two-family dwellings. They are something else: boardinghouses, mini dorms, or studio apartments that share a kitchen.

They need to be recognized as something different and regulated accordingly. They should be located in an area zoned for higher density where neighbors have an expectation of that intensity of development. It is absolutely imperative to have the protection of this overlay zone in place while long-term solutions to this issue are worked out.

High occupancy developers own other properties in the neighborhood and are acquiring more. They could go out tomorrow and obtain permits to construct more of these projects, and neighbors would be powerless to prevent it. One of their projects is under construction right now on Manitou Avenue shown on your screen.

Does the scale of this look compatible to you with the house next door, which is typical of the
neighborhood? SENA respectfully asks that you approve this overlay zone tonight as an important step to stop this form of development and give BSU's neighborhoods an opportunity to flourish.

Thank you.

CHAIRMAN STEVENS: Thank you, Mr. Fritchman.

We'll next hear from the South Boise Village, if there's a representative here of that organization.

UNIDENTIFIED SPEAKER: I'm not actually representing the neighborhood association, but I live there.

CHAIRMAN STEVENS: No, I'm sorry. That's not what this part is about. You can -- if I'm not mistaken, this is the time that's reserved for an --

UNIDENTIFIED SPEAKER: Well, we don't have -- we don't have a representative from our neighborhood association. I am on the board, but I'm not -- I'm not representing them because we didn't take a vote on this.

CHAIRMAN STEVENS: Okay.

UNIDENTIFIED SPEAKER: And so I'm speaking as a person --

CHAIRMAN STEVENS: So you'll get your three minutes --
UNIDENTIFIED SPEAKER: Three minutes.

CHAIRMAN STEVENS: -- when you get your three
minutes, but this is not that time.

UNIDENTIFIED SPEAKER: Okay.


That's correct, isn't it, Staff? Okay.

Great. Thank you.

Okay. So there's nobody from that
organization.

So this is the time we'll have questions
for staff or the Applicant -- or staff is the
Applicant -- or the neighborhood association.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Hi, Cody.

So I'm looking at our -- the proposed
language of the amendment. It basically adds a
conditional-use permit requirement and criteria, and
therefore expands the City's set of tools we can apply
to any permit.

What -- right now what is the permit status
and what is our discretion with respect to duplexes?
So in other words, what happens if this -- if we don't
pass this?

CODY RIDDLE: Madam Chair,
Commissioner Gillespie, as it is today, duplexes are reviewed administratively, fairly black and white set of standards. We evaluate each proposal. That's reviewed two weeks by the staff, and then we issue a notice -- a notice of approval, and it's subject to an appeal.

Commissioner Gillespie: Madam Chairman.

Chairman Stevens: Commissioner Gillespie.

Cody Riddle: And that wouldn't change if this isn't adopted.

Commissioner Gillespie: Right. So this just sits on top of that process.

So another question is -- and maybe I just missed this in the code or have been sleeping up here for years, but would this prevent someone from building a single-family home with ten bedrooms? This doesn't really address that phenomena, right, or a triplex? I was just interested in why we picked duplex as the focus of this overlay.

Cody Riddle: Madam Chair, Commissioner Gillespie, it doesn't speak to single-family homes at all. Duplexes have always been sort of an administrative -- we've looked -- the City has looked at duplexes as a -- based on those fairly objective standards, a compatible form of infill in...
most neighborhoods. You get beyond that into
triplexes, fourplexes, and you're going to be looking
at a conditional-use permit requirement anyway.

Really what we're talking about here, the
intent of the duplex provision, it just didn't
anticipate these, you know, four- or five-bedroom,
four- or five-bath units in locations like this.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: But just to be clear,
this proposed amendment or overlay wouldn't stop
someone from building a single-plex with a bunch of
bedrooms?

CODY RIDDLE: Madam Chair,
Commissioner Gillespie, that's correct.

COMMISSIONER GILLESPIE: Okay. Thank you.

CHAIRMAN STEVENS: Other questions for staff?

COMMISSIONER STEAD: Madam Chair.

CHAIRMAN STEVENS: Commissioner Stead.

COMMISSIONER STEAD: This is a question for
staff.

So looking at this photo here, it looks
like there's maybe a -- they're not adhering to the
side setback, perhaps. And I wonder -- you know, we've
heard a lot about the characteristic -- character of
the neighborhood. And I know you mentioned this
briefly, but it seems like perhaps some of these
issues -- and maybe otherwise I'm missing it, and I'd
love to hear more. Perhaps some of these issues could
be solved in the design side, the design approval side,
to make sure that -- and I know we saw a picture of
a -- you know, a duplex that did fit the character.

Was that a -- you know, was that a high
capacity duplex and was -- or was that not an okay one?
I'd just like to know, I guess, like really what is --
is it a design issue? Is it further than that? What
are we trying to solve exactly?

CODY RIDDLE: Madam Chair, Commissioner Stead,
this picture here, I believe, is one of just a couple
that have been constructed under our most recent update
to the duplex standards. And a lot of it is -- a lot
of it is design. And I think you can see here that
they've come a long, long ways in terms of design, not
only just the front facade, but we now have pretty
clear requirements for curb, gutter, and sidewalk, some
of the issues in the past where, you know, unimproved
right-of-way with gravel where people were --
especially when you had the higher occupancy units,
people were scrambling to find parking, and they were,
you know, nosing in on the gravel in front of these
homes.

You know, some of those -- some of those challenges remain. But I believe -- I'd really let the residents that are going to speak tonight talk about the concerns. I think it really is those, you know -- I believe this one. And I toured it myself. I believe it was four bedroom by four bath on each side, but there are others that are five bedroom, five bath.

So that may be, you know, somewhat beyond what neighbors reasonably anticipated with a duplex.

CHAIRMAN STEVENS: Thank you.

Commissioner Bratnober.

COMMISSIONER BRATNOBER: So a couple of questions. I'm trying to understand the objective here as well, because it seems like there are a number of holes to squirt through.

One of my questions would be, you mentioned some regulations that were in place that affected floor area and open spaces.

Now, why aren't those sufficient -- because what we are talking about is new construction. Demolition possibly, but new construction. So do I gather that those are not sufficient, even though those are already written into the code?

CODY RIDDLE: Madam Chair,
Commissioner Bratnober, certainly those made a big
difference.

I mean the other thing, just with, you
know, five -- the higher occupancy units, there's an
additional demand on infrastructure: you know, the
trash enclosure, parking, things like that. It may be
that we just didn't go far enough with that last
update. But to be fair, there haven't been but just a
couple constructed since that occurred.

Again, this, as an alternative to a request
for an emergency ordinance or even a moratorium, City
Council really looked at this in directing us as kind
of a step in the right direction of compromise.

COMMISSIONER BRATNOBER: Okay. Thank you.

Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So another question is,
how was that particular border of the area where you're
carving out this overlay, how was that selected?

CODY RIDDLE: Madam Chair,

Commissioner Bratnober, you know, we looked at where
we've seen some of the duplexes proposed, zoning in the
area, and also where we've seen some of the higher
occupancy -- some of the, oh, single-family on narrower
lots proposed, and captured all of that.
You know, certainly I don't think it's fair to say that this is the perfect boundary or final boundary. We did have a request from the South Boise Village Neighborhood Association to look at the area further south. Originally the focus was really on the triangle here: Beacon, Boise, Broadway. But I think you'll hear from residents this evening with similar concerns from this larger geography.

COMMISSIONER BRATNOBER: Okay. Because I'm trying to separate out, where is the issue? We have students in these houses, and students bring with them their own charm. And then we have an issue with duplexes. And so do those houses -- house sizes and shapes fit the neighborhood?

So I'm trying to figure out, is it both? Is it one? Is it both? And I'm not sure who I should be addressing this question to or if it's unanswerable. I'll start with you, Cody.

CODY RIDDLE: Madam Chair, Commissioner Bratnober, I think that's tough to answer. Some of it's design, some of it, I think you'll hear in testimony tonight, there's a concern that the neighborhood would transition to -- with this type of product would transition to almost exclusively student housing.
That's not necessarily our stance from a City perspective, but I think that is some of the concern that you'll hear this evening.

COMMISSIONER BRATNOBER: Okay. And like it or not, that typically happens around universities. I mean it just -- it goes with literally the territory.

So another question -- I'm sorry.

Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So -- sorry. I'm running through a couple over here.

CHAIRMAN STEVENS: It's okay. You're fine.

COMMISSIONER BRATNOBER: There's an overlay task force, as I understand, being headed up by Councilwomen Clegg and Sanchez, yet we're doing this.

Why wouldn't we wait and let them think through how overlay should work in this area? Because I know this is one that is clearly on their radar.

CODY RIDDLE: Yeah. Madam Chair,

Commissioner Bratnober, that's a fair question.

And it was actually -- we're bringing this to you at their direction, ahead of the effort of that working group. So they're well aware that we have this before you this evening. And they looked at this as a compromise or as an alternative to the requested
moratorium. It may be that we revisit this and change some of the standards altogether. That working group has met once. We're slated to meet again next week.

COMMISSIONER BRATNOBER: Okay.

CHAIRMAN STEVENS: Other questions?

COMMISSIONER BRATNOBER: If other folks want to go, I want to look at my list here for a second.

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: Madam Chair.

Thanks, Cody.

Has there been -- just thinking through, is it may be not so much the number of dwelling units, but has there been a discussion about limiting total square footage within the structure?

CODY RIDDLE: Madam Chair, Commissioner Schafer, we actually do that. The code does that now. There's a floor-area ratio limit --

COMMISSIONER SCHAFER: Okay.

CODY RIDDLE: -- that, again, hasn't been in place long enough really effectively test. We've only had a couple of them constructed under that. And I believe that's the photo we saw there. So that's certainly something we've looked at and implemented.

COMMISSIONER SCHAFER: Okay.

COMMISSIONER GILLESPIE: Madam Chairman.
CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I just want to try and refocus this discussion on what this really does. So condition -- or your suggestion No. 1 or point 1 is simply apply the CUP criteria to these duplexes that are over three bedrooms that would clarify what a bedroom is, and in your opinion that would give the City a greater ability to mitigate adverse impact; is that basically -- you want that part of the CUP criteria in there; is that the objective?

CODY RIDDLE: Madam Chair,

Commissioner Gillespie, I think that's a good way to summarize it, yes.

COMMISSIONER GILLESPIE: Right. So as part of the adverse impact, we could look at building mass. We could look at anything basically related to the project within the CUP approval guidelines. And, you know, as we've just heard from the previous application, they could -- they're reasonably broad. So I take it that's the goal of point 1.

CODY RIDDLE: Correct.

COMMISSIONER GILLESPIE: So and then point 2, which is more cut and dry, it basically just says duplexes on substandard lots are prohibited. And duplexes on small corner lots are just prohibited.
CODY RIDDLE: Correct.

COMMISSIONER GILLESPIE: What's the point of that one when you already have the CUP criteria in point 1? Like why? Because that is a fairly sharp -- you know, like a small, two studios would be prohibited; right? A duplex consisting of say 2,000 -- 3,000 square feet would be prohibited by that part of the ordinance. Why that?

CODY RIDDLE: Yeah. Madam Chair, Commissioner Gillespie, certainly the substandard lots present their own set of -- you know, set of challenges.

COMMISSIONER GILLESPIE: Yeah.

CODY RIDDLE: They're already narrower in width, less area. And so it really is an attempt to just look at the bulk and mass of those buildings on those smaller lots. Certainly it's at the Commission's discretion to forward that to Council omitting one or any of these provisions.

COMMISSIONER GILLESPIE: Right, right, right. Right. Because --

Madam Chairman.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Because in your CUP deliberation, one of the things you could consider is
the substandard-ishness of the lot in making a
determination of is it too big, is it too small, is it
substandard.

CODY RIDDLE: Certainly.

COMMISSIONER GILLESPIE: So I'm just a little
bit confused by it.

Okay. And then, Madam Chairman, on the
third point.

So again, this is just a straight ban on
off-site parking flat, period.

How does that straight ban compare to the
current code?

CODY RIDDLE: That's correct. Madam Chair,
Commissioner Gillespie, right now the code in a lot of
the zones allows off-site parking lots through
conditional-use permit. It would still allow someone
to request that in the -- all the higher density
residential zones, commercial zones.

The intent there is that we don't want to
see single-family homes being demolished or removed for
the simple construction of parking lot to accommodate
the university. I believe the Commission may have seen
one of those recently. And that's certainly these
parking lots can have a huge impact on the character of
those neighborhoods.
COMMISSIONER GILLESPIE: Right. Thank you. I agree. Thank you.

CHAIRMAN STEVENS: I have a question for Mr. Fritchman, if I could.

So in discussing this with your neighbors and the members of your association, I guess I'm interested in knowing what -- and this is -- it's related, but it's not specific to this overlay.

What's missing from what we passed, you know, not very long ago? And what problem are we trying to solve? And I guess this gets to some of my fellow Commissioners' questions about the objective. What do you think is missing from the existing ordinance? And what does this overlay solve?

FRED FRITCHMAN: I think the -- I think the goal, as far as the neighborhood association, went with the original request for the emergency ordinance and the changes to the standards was to affect the design so that these structures are more compatible with existing homes.

I think you can see from the photograph that I put up that this is a project that's being built under the current ordinance. It is not compatible with the scale. And I'm recalling that the Commission -- and I believe it was you, Commissioner Stevens, who
said, "I want this revisited in six months to a year to see how this is working."

This is how it's working and not working. The photo that Cody showed of the duplex looks pretty attractive from the front. That is a five-bedroom duplex. So limiting the floor area did not really affect the --

CHAIRMAN STEVENS: So can I stop you for a second, though? Because a second ago you said it's a design issue. And then you just said the design looks nice, but it's a five-bedroom duplex. So that's what I'm trying to get at. And I'm sorry to interrupt you, but I really am trying to get at the heart of what the neighborhood is trying to do and what's, in their mind, the problem. So sorry to interrupt you, but I wanted to throw that in.

FRED FRITCHMAN: That's okay.

So superficially, I mean there's more -- there are more interesting design features certainly on that duplex that Cody showed than we'd seen in the past and more articulation, but I think you can also see that from the photo that I brought that the massing and the scale of the development is not compatible with a neighborhood that consists of single-family cottages, smaller duplexes, housing like that.
And I guess we -- the Board fundamentally feels that this type of a product, the scale and intensity of this use, is not consistent with the function of the R-2 zone that is most of this overlay zone. Most of this overlay is either R-2 or R-1 zoning. But a product like this really belongs in an area where neighbors would expect to see that many bedrooms.

CHAIRMAN STEVENS: Okay. Thank you.

I have a question also, then, for staff.

Moratoriums are inherently temporary.

And so I guess, has the City ever approached something along this line, like an overlay from a temporary perspective, something that we could take this that's -- it's not a moratorium, it doesn't, you know, stop development, but it does put some brakes on, in the sense that it provides some guidance that will allow some of these other efforts that are ongoing right now to proceed? Is that within our purview to sunset something?

CODY RIDDLE: Madam Chair, and actually the last time we changed the duplex standards was an emergency ordinance where we had six months to update the code permanently. Six -- and I guess Council -- and Council did discuss that in this situation and felt that, you
know, this would provide them more than the six months
to adopt some, you know, more wholesale changes for the
area, that the work involved here was going to take
more than the six months code allows for an emergency
ordinance.

CHAIRMAN STEVENS: Okay. So that sort of in a
roundabout way discussed my question, but didn't
necessarily answer it, which is, can we, as a
Commission, put a sunset on a recommendation for a
zoning change?

CODY RIDDLE: Madam Chair, that could certainly
be your recommendation to City Council, yes.

CHAIRMAN STEVENS: Okay. Other questions for
staff?

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So I'm still a little
bit confused, and maybe this question is for you, sir.

The issues that you're concerned with only
extend to duplexes, as opposed to, for instance,
single-family houses with a bunch of bedrooms; is that
correct?

FRED FRITCHMAN: Actually, personally, and not
speaking for the association, I think my concerns
extend to that as well. We have had products, in fact
two of them are under construction right now, that are four-bedroom, skinny houses on 25-foot lots. And we have two sets of those that have been approved.

And I'm recalling that in seeing this last letter to City Council calling for a moratorium we asked for that, but at the -- actually, this came up at an appeal hearing for one of these duplexes. The concern from some Councilmembers was that trying -- it's difficult to regulate single-family homes on substandard lots.

And they could see all sorts of situations in the North End where there are lots that are substandard but actually have plenty of room that would be unfairly and unrealistically regulating the number of bedrooms in those homes. So it wound up getting applied to duplexes. And duplexes have been the majority of the problem with this high occupancy development in this area.

COMMISSIONER BRATNOBER: And that problem is?

FRED FRITCHMAN: Incompatible with the existing neighborhood, does not adhere to the Blueprint Boise's goal of preserving single-family housing in this area.

COMMISSIONER BRATNOBER: Okay. Thank you.

CHAIRMAN STEVENS: Other questions for staff or neighborhood association?
PUBLIC TESTIMONY

CHAIRMAN STEVENS: Okay. We'll go ahead and go to the sign-up sheet. The first person on -- and I'm going to ask you guys to sort of queue up, because it's late and I think we probably all would love to go home, but not before we're done with this.

So the first person is Reuben, followed by Linda Paul, and then Ariel McLuskie. I think it's Lehmann, but I could be wrong about that.

REUBEN LEHMANN: Yes.

Chairman and Council, good evening.

CHAIRMAN STEVENS: Can you start with your name and address, please.

REUBEN LEHMANN: Yes. My name is Reuben Lehmann. My address is 1906 Potter Drive.

UNIDENTIFIED SPEAKER: Speak loud.

REUBEN LEHMANN: Yes. Before I get started, I'll be short with mine, since the time is running out here. I have several concerns.

Well, first of all, I handed out and I gave everybody a copy of this, my questions and my concerns.

Did you all receive yours, Commissioners?

CHAIRMAN STEVENS: It was in our packet, I believe, I think. I can't see what you're holding up, so it's hard for me to know. That doesn't help.
Sorry. Hold on. Hang on just a second.

REUBEN LEHMENN: While I was here I --

CODY RIDDLE: Madam Chair --

CHAIRMAN STEVENS: We can't accept things from
the podium right now.

CODY RIDDLE: Madam Chair, if I may, we received
numerous copies of that, but they were actually
addressed or related to the proposed BSU Master Plan
that you've yet to see. So they weren't included in
your record --

CHAIRMAN STEVENS: Okay.

CODY RIDDLE: -- this evening.

CHAIRMAN STEVENS: Okay. So those were
submitted for a different application?

CODY RIDDLE: That was our understanding, yes,
correct.

CHAIRMAN STEVENS: Okay.

REUBEN LEHMENN: Well, on the 8th I came to the
office down on Planning and Zoning and handed them --
and put your names on it.

CHAIRMAN STEVENS: Okay. But it sounds to me,
sir, like it was done for the Boise State Master Plan
application, not for this application. And there is
obviously a lot of overlap. We're talking about the
same neighborhood.
REUBEN LEHMENN: Well --

CHAIRMAN STEVENS: But it sounds like we'll be receiving them when we hear that application next month.

REUBEN LEHMENN: Well, that's one of the concerns I have, because of the nature of how it was laid out. In this here concerns of mine on the first page, I show that the property that my family owns, I'm the administrate -- I'm the executive of my family's estate. And the property on 1810/1812 Yale is not included on that map. It's shaded and appears to be on the BSU campus. And that's a concern of mine. Bringing that to the public is a possible problem for our family.

The other question is regarding jurisdiction. When jurisdiction is questioned, it's to be verified by constitutional law and also Supreme Court rulings, which I made a list in this pamphlet of mine.

I -- over the course of seven years since 2013, I issued about seven to eight affidavits concerning my issues with regard to the planning of the university and haven't received one rebuttal, which is a concern of mine. It appears that due process isn't -- doesn't seem to be concerned about the
university's plan.

I would highly recommend that Planning and Zoning here reconsider this thing until these -- this plan shows the evidence correctly and not give false information to the public here with regard to my property's -- my family's property.

And I appreciate your concerns and I hope that you'll consider due process and --

THE CLERK: Time.

REUBEN LEHMENN: -- make a --

CHAIRMAN STEVENS: Sir, your time is up. But I just want to make sure you know, we are not considering the Boise State Master Plan tonight. This is an overlay. And by your property not being in that overlay does not make it part of Boise State's campus. It simply means that the overlay doesn't apply to your property.

REUBEN LEHMENN: Right. Well, that's -- there's a -- there's a false information on that plan. That's my concern.

CHAIRMAN STEVENS: Okay. All right. Thank you very much.

Next up is Linda Paul, followed by Ariel McLuskie.

LINDA PAUL: Chair Stevens and Members of the
Commission, my name's Linda Paul. 1715 South Grant Avenue.

My comments are in collaboration with a neighbor, Pat Durland, who is out of town this weekend. Mr. Durland lives at 1951 South Manitou Avenue, 83706. And I'm actually not sure that I should be even bringing up the issues that I was planning to discuss this evening. I -- we very much are in favor of this overlay district and getting a handle on the duplexes in the neighborhood. And we fully support SENA's recommendations.

I can't actually speak for the entire neighborhood association, because we haven't had a chance to vote on this. So I'm just speaking for the neighbors that I've spoken with. Our issue has been actually with fraternity and sorority houses in the neighborhood that pop up like pimples.

We feel that this might be a really great opportunity for the university to recognize another critical segment of student housing, student campus housing. Boise State recognizes numerous Greek organizations, but they do not seem to want to put housing for those organizations in their plan. They have -- if they would consolidate their approach to Greek housing results in these organizations -- I've
lost my train of thought.

    But anyway, what happens is the fraternities and sororities go ahead and purchase or rent a large house within the neighborhoods, and then the students move in there. And they -- this is a disaster for the residents and the students both, because they're not compatible.

    So we would like to see the university take this opportunity to develop some on-campus housing for their sororities and fraternities. And that doesn't necessarily --

    THE CLERK: Time.

    LINDA PAUL: -- apply to what's in front of you tonight. But we hope that we can work toward that.

    CHAIRMAN STEVENS: Great. Thank you so much.

    LINDA PAUL: And I have the written testimony that I didn't get submitted to you.

    Should I --

    CHAIRMAN STEVENS: I'm sorry. We can't actually take that on the night of. It doesn't give us the chance to review it.

    So Ariel McLuskie followed by John Hale.

    ARIEL McLUSKIE: Good evening. I'm Ariel McLuskie, and I reside at 1919 Verna Lane.

    Southeast residents have been forced for
decades to accept an expanded U-zone, a tax-exempt occupier of over 175 acres and private developers, both successfully finagling to secure their profitable, high density projects. Students have furthered the demise by parking their cars over front yards and across sidewalks.

On February 3rd of 2020, Commissioners will see BSU's draft for a memorandum of understanding for public roadway changes. Like the North and East Ends, we rely on a configuration of arterials to carry motor traffic around our urban surface streets.

To ward off an erosion of livability, residents need the existing University Drive arterial where Boise State has nonchalantly removed a church. The East End's precedent of a sky bridge at St. Luke's needs to be applied to Boise State's profitable bed projects, not a reallocation of public roads.

We invite President Tromp to acknowledge our neighborhood and the November 2019 City election by standing up and nixing a Boise State baseball stadium on Beacon Road. Please lead BSU to partner with the existing Memorial Baseball Stadium.

The constant message residents have given is that we don't want our neighborhoods to be eroded, yet BSU recently purchased 1801 Yale Court. And they
have requested to rezone to build more high density buildings that would loom over and abut private homes. Our southeast Boise is as valuable as North and East Boise neighborhoods, and it's time to earnestly uphold current ethics and codes and to secure an overlay district.

And as you ask what my goals are as to why I would be so interested, it's because my family and I have lived in the same house in Boise State's desired near-expansion zone off of Juanita for 40 years, nearly 40 years.

It's just amazing that when universities of the 21st Century are going to be more digital that Boise State thinks that they have to continually have more property. They have 175 acres or more. They have satellite properties. We need to continue to have a City that has mixed uses for all residents so close to the river and downtown. Boise State shouldn't be allowed to just do a land grab because they want it.

Thank you.

CHAIRMAN STEVENS: Thank you.

John Hale followed by Ed McLuskie.

JOHN HALE: Thank you, Commissioners.

I'm going to load a -- John Hale, 1805 North 10th in Boise. We've been here so long,
I've forgotten which side I'm on, but I'm going to try and remember.

I oppose the proposal tonight for the following reasons: The stated risks are vague and unsupported and don't rise to additional regulation. In 2017 the City wrestled with this and came up with new guidelines that effectively killed this project. Only two have been built since the new ordinance went into effect. They were planned in '17, approved in '18. None have been approved in '19. And I don't think there are any applications. We certainly don't have any in.

The -- the proposal to you lacks statistics. It has a lot of feeling, but it doesn't talk about what stats back up the nuisance that is perceived about these buildings. So I gathered some stats. I went to the MLS and pulled all the homes sold in the proposed overlay in the last 140 -- or I'm sorry, the last 24 months. 148 homes have sold. You can see the stats there. I won't read them to you.

But the neighborhood in the overlay has remained unchanged. It's the same composition of owner-occupied versus rental, and there's been no change in the character. You can see that the stats add up to 100 percent.
The duplexes, the stats don't support that they drive families away. Five years ago the first one went up. There were 11 built on seven blocks. Since those duplexes were built, eight homes have been sold. Less than the number of duplexes that were built. Three were owner occupied and sold to other families, five were rentals that stayed rentals.

The duplexes are not demolishing historical homes. I know so much about this because I built 10 of the 11 that have been the subject of tonight's discussion. We demolished eight homes. And of those, one had a disconnected sewer. The Orangeburg had collapsed and the tenants had cut the drain lines, and it was dumping straight into the crawlspace. One of the homes had been condemned before we bought it. One of the homes was on slab. Three were on cinderblock. These aren't great places that we've taken down.

Finally, the proposal is unwarranted. And the reason I say that is because there was a -- there was no process that brought this to you today. That sort of the -- there were neighborhood concerns, and then they showed up, and then a task force was impaneled to study the situation. That seems backwards.

I would suggest that what we need to do is
put this back to the task force, ask them to gather
data, size the problem, determine what the risks are,
and then come up with a proposal for what to do. This
has solved itself. The new ordinance has been very
effective. We built the only two, and we're not
building anymore.

We have one more we would build that's in a
C-zone. We're not building any in R-1 and R-2. And in
fact, we have offered to the City and to SENA, to back
that up, by entering into a three-year MOU where we say
we won't propose anything on R-1 and R-2 until we get
this figured out.

So I encourage you to think about process,
think about transparency, include the people on here
that haven't been included.

THE CLERK: Time.

JOHN HALE: Send this to the task force.

Thank you.

CHAIRMAN STEVENS: Thank you, Mr. Hale.

Ed McLuskie, followed by Will Kemper, who
may have left, followed by Hethe Clark.

ED McLUSKIE: Hi, Commissioners. I'm Ed
McLuskie. I reside at 1919 Verna Lane.

I support planning staff's overlay plan
with the proviso that the map not be further restricted
so that the work group can get on with the substance of the overlay district. I serve on the planning work group. I'll address the BSU piece.

BSU's objection, while you were being asked soon to approve an amended BSU expansion into our neighborhood, is already showing us the problem. We did not collaborate when a U-zone was created for the Honors College, nor have we collaborated as a neighborhood for the area just west of it.

So much depends on accurate accounts of BSU neighborhood history and what collaboration means when you read BSU's letter. Speaking as a campus professor on communication, communication style and frequent conversations are inadequate when communication confronts the exercise of power. Power distributions set directions and substance of communication.

The BSU letter asserts power by claiming an exclusive exception to overlay zones. That attempt to exercise power can be met with P&Z's exercise of its Constitutional right to zone. BSU instead deflects SENA and neighbors into a vague future all too familiar to residents, a typical exercise of privileged power.

Yes, hard boundaries do restrict. That's the point of an overlay. We've been waiting for that for years instead of constantly wondering what BSU and
other developers will do.

As to how BSU worked for predictability, that always meant predictability more so for BSU than for neighborhood residents. The letter mentions conversations that we had and that are to be had, but many never happened. Those that did made clear the only question was timing and money, pre and post 2015.

Since 2015 we've heard, "Don't worry. We won't get your neighborhood -- to your neighborhood until we can afford it."

Communication with neighbors has not been as clean and as transparent as the BSU letter suggests for multiple durations mentioned. Note that BSU once proposed and then withdrew a spot-zoning request, and BSU did it again in 2019. Spinning both as though evidence of collaboration.

University towns have produced ordinances to restrict and reverse both private and university expansions into neighborhoods. The future of our city depends on a vital neighborhood around the university, not one just controlled by the development of the university.

Thank you.

CHAIRMAN STEVENS: Thank you, Dr. McLuskie.

Will Kemper I think is gone.
So, Mr. Clark, you're up.

HETHE CLARK: Members of the Commission, Hethe Clark, 251 East Front Street in Boise. I represent Katrina Holdings, the principals of which are Mike DeVortiio [phonetic] and John Hale, who you just heard from.

They've been a part of this conversation for quite a long time. I think John provided you some of the practical and market perspective that we have on this. And I was asked to look at it from a legal perspective.

As discussed, the duplex ordinance was updated just a couple years ago. A number of restrictions were added, including site size, floor-area ratio, setbacks, open space, landscape design, driveway restrictions, right-of-way improvements, and also included design review. Quote, "The design standard" -- or excuse me, "The design standards require that design be," quote, "'compatible with the existing neighborhood and adjoining properties by taking into account height, bulk, and site location.'"

As John testified, that has made duplex development of this type of product far more difficult. It's limited the number of projects since the time of
the ordinance. As he mentioned, there's only been two
of this type: in 2018, none in 2019. In other words,
the process has been working. It gave developers in
the neighborhood a clear signal of what would be
required for an approval.

Now, rather than relying on the objective
standards, we're instead going to make this a
conditional-use process whenever there are more than
three bedrooms. You all know that a conditional use is
a use that should be approved, so long as appropriate
conditions can be placed upon it. Those conditions are
intended to address the impacts on neighboring
properties.

As we've discussed, the City has already
identified an extensive list of conditions, which begs
the question, what else could be added beyond those
conditions that are already in code? What we seem to
be doing with this ordinance is throwing out specific
standards in favor of what will likely be a much more
subjective process.

There is a process in place with the
working group that staff has already discussed.
Shouldn't we rely on that process, discuss the impacts
that need to be addressed when more than three bedrooms
are proposed, and then identify objective standards,
rather than put -- just punting and turning this into a conditional-use process?

I think what you heard from Mr. Fritchman was that anything above three bedrooms would be prohibited, in SENA's view. This ordinance is really, I think, a fig leaf for that desire, and it begs the condition of why have a conditional-use process in the first place if that's what we're trying to prohibit instead.

In terms of the remaining language, I think the Commission should consider a few other questions.

First, this needs a definition of "bedroom" or "sleeping quarters," to Commissioner Gillespie's point. I don't see a definition of those items, and think that raises questions.

Second, the City could be drawn into the unenviable task of counting bedrooms in existing duplexes, which would now be nonconforming structures, whenever they include more than three bedrooms.

Is that something that the City wants to be involved in and enforcing? And that lack of definition of a bedroom makes that even more troubling. And as Commissioner Gillespie pointed out, what's the basis for carving --

THE CLERK: Time.
HETHE CLARK: -- that distinction between
duplexes with more than three bedrooms and
single-family residences?

CHAIRMAN STEVENS: Thank you, Mr. Clark.

HETHE CLARK: Thank you.

CHAIRMAN STEVENS: Okay. That's it for the
sign-up sheet. There are a lot more people here that
aren't on the sign-up sheet that I assume might want to
talk. So if you wouldn't mind please coming forward --
you've heard me say this already a couple times
tonight -- sitting in a line so that I don't have to
call you from the back of the room. And then when you
do get done, please fill out a white slip of paper,
which is right there on the desk next to you, and
either hand it over to staff or you can just leave them
on a pile there.

So go ahead.

DEE PATERNOSTER: Hi. I recognize all of you.

CHAIRMAN STEVENS: And start with your name and
address, please.

DEE PATERNOSTER: I am Dee Paternoster,
1315 Michigan Avenue.

I have lived there for 51 years. When we
bought the property, it wasn't the same; right? And I
am definitely in favor of this overlay being passed,
mainly because I have ten girls right behind me on Lincoln that was just built a year ago. I also have next to me with Katrina on Lincoln two great, big buildings that house 16 boys. Okay?

During -- during the last few years since Katrina bought that property, there's been parties of 2- to 300, 400,000 that come -- I mean 400 people that come to these parties unsupervised. We don't have enough police force to do this. We don't have enough parking. I know all of the ones that are in parking. I know all the policemen. I've had to deal with them because we've had a lot of vandalism done to our property because I speak up.

It's not easy to speak up. But I want you to understand this is my home. I wanted it to be a family home. I've lived there 51 years. I raised seven children. I had five children that were Boise State grads. I have a granddaughter that's going there now. And I have one great grandchild, and hopefully they'll all go. But we need our home. We need our space. We need our protection.

How do you feel when at 10:30 at night somebody decides to throw something at your house and puncture it? How do you feel when your fence is knocked down? How do you feel when eggs are thrown in
your yard? These are -- these are the Greeks that are doing this.

And the police cannot control them. They cannot control. The codes are not being kept, the City codes. I know what the City codes are. They are not being taken care of.

Thank you.

CHAIRMAN STEVENS: Thank you so much. Please fill out a white slip of paper. Yep. Otherwise, you're not going to be on the record. So thank you.

Next.

ALLEN HUMBLE: I'm Allen Humble. 1373 West Martin Street.

I've seen probably all of the structures pictured tonight. And the first one is the best in terms of its style and color and compatibility with the neighbors. There are some that must have used remnant paint and an architectural style from another planetary system, because they wildly vary. You can do better than that as you go ahead.

You know, the biggest problem is what you get when you build them. And this lady's outlined it. I mean the structures are not necessarily problematic for me as much as they are for others. It's the occupants that are the real wildcard. And like most
capital projects, you absorb the cost in the ensuing 30 years. It's not the capital project. It's what you spend in the next 30 years in terms of costs: marginal, psychological, and real costs.

And I've had problems with the police not being able to control fireworks discharges from rental homes that were already rental homes. They weren't new duplexes. I've had snow shoveling unenforced by the City in front of rental homes, including some of the newer duplexes, where you think seven or eight residents could have shoveled 4 inches of snow.

They've overparked and driven on parts of my property. Again, not necessarily duplex occupants, but again, rental occupants. The Greeks are a problem. Rental properties, in general, are a much bigger problem. And I don't know whether they're students or not. But once you've approved any of these multi units, you've laid open the opportunity for 30 years or 20 years until it's subsequently demolished or the university occupies it for some other reason. You've given that opportunity of fertile ground to exist and create all kinds of problems for homeowners there. I'm not sure any other area of the city experiences this.

Rental properties are not the same. If you're a renter and you're a good occupant in many
other places in the city, you can rent a place for 8 or 10 or 12 or 15 or 20 years, and no one would know that you weren't but a homeowner. You may live next to some of them. I have in the past in other cities.

That's not true. In Boise's south, you know, facing -- or southern district where you house students, they're coming and going all the time. They don't -- they don't develop a community attitude, they're not necessarily cooperative or understanding, and they're not probably going to be around for much longer than the two to three years.

As you know, many of them don't complete their undergraduate studies, so they're actually rotating at a much faster rate. These are all troubling circumstances. And the housing stock that's built, that's rented, contributes to this ongoing, unrelenting assault on really the well-being of occupants down there, apart from the style and number of bedrooms.

Thank you.

CHAIRMAN STEVENS: Thank you. Don't forget a white sheet.

EMILY FRITCHMAN: Good evening, Chair Stevens, Commissioners. Thank for your time. My name is Emily Fritchman. And I rent a home at 1313 South Denver
Avenue in the original South Boise triangle.

I am a graduate student in the Master’s of Applied Historical Research program at Boise State, and I also teach introductory history classes at the university. I’m also a former Greek. Sorry, we’re not all bad. I promise. I currently rent in South Boise with my former college roommate. But I was also born and raised in the same neighborhood of which I rent now.

Growing up, I appreciated the walkability, safety, and diversity of our urban neighborhood. Filled with older homes and mature trees, I could not have asked for a better neighborhood in which to grow up.

Attending BSU brought with it the opportunity to move out of my parents' house and into my own place. Though I have the means to move to the North End or East End, I was drawn to the affordability, accessibility, and character of South Boise that I appreciated in my youth.

I went caroling recently with fellow graduate students, and was surprised by the number of families, older couples, single college professors, and graduate students that lived in this very neighborhood. High occupancy developments threaten our livability.
Developers accuse SENA of not being, quote, "inclusive," unquote, to BSU's students. However, I and student friends of mine are proof that this is absolutely untrue. We all rent affordable, single-family homes in the original South Boise triangle.

Students are valuable to our neighborhood. I've enjoyed many a football game and house parties in original South Boise during my time. However, continued construction of the forementioned developments threaten the livability of our pool of neighbors. They violate existing code; provide little parking, as you've seen; they don't fit in with the historic character of the neighborhood; and are generally unaffordable for the population they claim to serve, the students, like myself.

We've seen these problems emerge with other places around campus, such as River Edge and the Vista and Identity apartments. Original South Boise is a diverse pool for a lot of different people, homeowners and renters alike.

Those who are looking for affordable housing near downtown look no further than original South Boise. Creation of this overlay district allows for the preservation and continued growth of this
neighborhood.

Thank you.

CHAIRMAN STEVENS: Thank you. Don't forget the white sheet.

Next.

PAUL DeCOURSEY-CLARK: Hello. My name is Paul DeCousey-Clark. I live at 1423 South Manitou.

I'm not really going to say anything that all my neighbors haven't said and aren't going to continue to say, but I did want to add my voice just to say that, you know, we're all here because we moved to this neighborhood, in some cases were born in this neighborhood, that is kind of a surprising neighborhood for Boise.

It's this little area near downtown that has this really vibrant mix of residents. Some of us are homeowners. My wife and I have lived here for about 20 years now. Some are renters, and we've made long-term friends who are renters. Some of them are students. We have made friends with students.

What we're trying to protect is the balance that we have now. This overlay district, I think, will prevent a tipping point, because once a street is overrun with housing of this type, then it's kind of a -- a -- only one type of resident will live there.
And there are streets that are like this that there are no homeowners there now. It's only short-term rentals. And like I said, it's a nice mixture that we have at the moment.

And I think one other thing that I would just like to emphasize is that this is a relatively small area that we're talking about. And if you talk about one or two houses that are demolished every few months that are replaced by a duplex, it doesn't take that long before most of them, a preponderance, have been demolished. And so the smaller, affordable house has now been replaced by something completely different that will indeed change the character and change the balance of the neighborhood.

Thank you.

CHAIRMAN STEVENS: Thank you.

ERIK BERG: Erik Berg, 1301 South Grant Ave.

Chair Steven [sic] and Members of the Commission, first I'd really like to thank the staff. This has been a long process. There's been three different letters from SENA to ask for a moratorium. There was a work group that met for six months that ended up not really going much of anywhere, but then we kind of came back to it. There's going to be another work group, and this came out of the staff putting
together what the City asked for in terms of helping our neighborhood. And I really appreciate all of the effort they put into it.

Growth and development isn't new to me. In the seven years I've lived there, I've had the Albertsons built up adjacent to me, two skinny houses, and one of these high occupancy duplexes. I've lived next to a pastor, a tow truck driver, tons of students. And I love my neighbors, and I love my neighborhood.

The diversity and complexity in our neighborhood is what makes it such an amazing and vibrant place to live. But the key to all this is making sure that the housing stock is flexible. I bought my house from a trust that had bought it so that their kids could go to school at Boise State, and it had been rented out for about a decade to Boise State students.

When I bought it, and was actually able to afford to, because, you know, it wasn't perfect. But I didn't have to remodel or make any changes substantially or otherwise to be able to live in it in a single-family scenario. The people they bought it from was an older couple who had lived in the neighborhood for decades.

This ability of housing to change and flip
from single family, to owner, to renter, to student is really important in our neighborhood and is what allows it to move through the times, whether it be used for students or used for neighbors -- or sorry, used for homeowners or renters.

The problem right now is that what is -- these duplexes and high occupancy things being proposed simply cannot be used in a flexible nature like that. These buildings are being rented for between 750 and $500 a bedroom, which would effectively mean that for a single family to try and rent one of these, they would be looking at a rent payment somewhere between 2,500 and $3,500 a month, which nobody could afford for five bedrooms, no yard, one parking space, two -- I mean this isn't something we'd ever seen. And just to prove it, none of these buildings are being rented to a single family at all.

I've done the math myself on my property, because I've been approached by many developers to say, "Would we would like to buy your property, rip down your house, and build one of these." And I'd be $184,000 better off in net value plus an income. But I love my neighborhood, and I understand the economic pressure that's being put on this neighborhood because that's incredibly tempting and that's incredibly hard
not to look at.

One of the homeowners in our neighborhood recently started the application process to do that with their house. And the minute you have the neighbors themselves deciding it's time to get out because there's no other option is the time we know that an overlay district is necessary.

Thank you.

CHAIRMAN STEVENS: Thank you, Mr. Berg. Don't forget the white sheet.

Anybody else?

KATHY McFADDEN: Hi. My name is Kathy McFadden. I live at 1330 Michigan Avenue. And I've lived there for 35 years.

I've had five generations of my family also as students at Boise State, including myself. I have watched an enormous amount of change in 35 years. I have -- in regard to the picture of the most recent duplex that was built on the corner down the street from me, I've had two sets of friends that lived in the single-family home that was there, perfectly good home, post World War II gloom home. Nice big yard, good place for a single family to live. Mature, healthy trees. All of it scraped, and it will have five bedrooms on one side, five bedrooms on the other. I'm
guessing -- I don't know this for a fact -- maybe an office at the top, skinny house next to it. But they don't just come as five beds, five beds. All of those rooms either has a person who has a girlfriend, boyfriend, or whatever, so the potential is for ten people here, ten people there, who knows what on top, and then five next door, which really equals ten. So you got ten -- 25 people. And either they all ride skateboards or they all have cars. There's not adequate parking.

And yes, living by a university, as I've done for a long time, comes with a few challenges with students, but part of the problem, as was referred to earlier, was the larger complexes seem to be going to organized groups of students, like sororities and fraternities, and that can lead to some real serious problems.

That's really all I have, except that I'm favor of the overlay district.

Thank you.

CHAIRMAN STEVENS: Thank you.

Anybody else? Oh, I guess there's several more. Okay.

STEVE MENDIVE: Yes. My name --

CHAIRMAN STEVENS: Go ahead and pull that up.
STEVE MENDIVE: What's that?

CHAIRMAN STEVENS: So we can hear you.

STEVE MENDIVE: Okay. Thank you.

My name is Steve Mendive. I live at

1103 Howard street.

And the first thing I would like to say, I

guess to Commissioner -- and thank you Chairman and

Commissioners -- to Commissioner Bratnober, I live in

that lower end section over there, and I am very happy

to see that this overlay extends down to that, because

Boise State, as you realize, is expanding tremendously,

and it's happening there as we speak.

I would also like to say that I have

neighbors next door who are Boise State students living

in a single-family home. They are good neighbors, and

I think possibly because I'm also on very good terms

with the landlord and with the neighbors -- I went over

and met them when they came in, and the other ones

bought a house, who are also Boise State students, that

helps.

But that's not what we're talking about in

these single-family homes here. This whole overlay is

talking about over three bedrooms. And no one is

stopping. I heard someone say it sounds like, "Well,

we only built two."
Well, no one's stopping duplexes. My understanding is this is for over three bedrooms. And that would require the conditional-use permit. I don't think that is a very burdensome thing, based on all the problems we have seen here.

I live on Howard Street. I do not want to see next to me something like the pictures that someone presented here on the 1200 block of Lincoln and we've heard people talk about their experiences here or what was going up on Manitou and Hale. I do not want to see it. And I could see that happening. My neighbor's talking about it. Someone mentioned it previously already. That is not what we need to see.

Where there's pressure to grow, there's pressure to do it, we need to get this under control before it explodes.

Thank you very much.

CHAIRMAN STEVENS: Thank you.

PAM ROEMER: Good evening. Good evening. I'm Pam Roemer. I live at 201 -- 2001 West Boise Avenue, No. 8. Thank you for your time.

I support the overlay, and I agree with everything my neighbors have said. And so that's going to be it, I'm sure.

CHAIRMAN STEVENS: Thank you.
CHRISTINE GLEASON: Christine Gleason, 1816 West Potter Drive.

And I also live in this neighborhood and support the overlay for a lot of the reasons given. And we've lived next to students. And it's a great neighborhood. It's vibrant, and we want to keep it healthy. And we think the overlay helps with that process. I think it does.

And it's just nice to have a mix of homeowners and long-term renters, along with shorter-term renters. And so I think that overlay helps in this process of trying to keep this a real healthy neighborhood.

And we've had examples of students who -- you know, they don't have snow shovels. They don't have garbage bags. They don't have just a lot of those basic things. So we've been in a situation where they come to us and get it. So neighbors are bike pumps or starter -- jumper cables. I think having single families and established families just gives the whole neighborhood more stability and good health. So I support the overlay.

CHAIRMAN STEVENS: Thank you. Please don't forget a white sheet.

Okay. This is it. Somebody wanted the
DREW ALEXANDER: Patiently waiting. My name is Drew Alexander, representing Boise State University. 1910 University Drive, Boise, Idaho 83725.

Boise State has been a willing and active participant in this conversation for the better part of the last three years. If university students are part of the zoning conversation, it probably makes sense to have Boise State involved. And we certainly appreciate all the invitations and work completed by City staff.

I think by now we can agree that we're working on matters that relate to some specific areas of Boise, not citywide. As such, a tool like an overlay may be a practical way to go. However, these are not easy decisions, often having long histories and clear implications.

That being the case, Boise State believes it's important to get this decision right. Hopefully a decision that affords longstanding reassurance to developers, neighbors, and public institutions alike.

The letter sent to the City by Boise State last week includes a few considerations that we feel are important for this decision. First, in November of 2019 Boise State invited the Southeast Boise Neighborhood Association to engage in a planning
process, one that certainly has overlap with this
decision. The letter is in your packet.

If that was a disingenuous invitation, as
you've heard tonight, I can only ask that you read the
letter and decide for yourself. Our ask to the
association was simple: Work together to find an
agreeable stay for future development in and around
campus. We'd ask the City provide some additional time
to this overlay process, allowing Boise State, SENA,
and the City, possibly through the already formed
committee, to take a hard look at the matter and make
sure we get the solution, zoning overlay or not, right.
This opportunity to work together is an important one,
and we hope sincerely to capture it.

Second, the overlay, as currently drawn,
includes numerous properties owned by the State of
Idaho. These are in and out of the City's defined
campus planning boundary, some with university zoning
designation.

Boise State is not planning to build
duplexes at the moment, but we do occasionally build
and operate parking facilities. A zoning overlay can
act as a bit of a policy tool chest, and it's likely
other policies may be introduced in the future.

As such, we'd ask at a minimum that the
overlay doesn't include these properties or the properties included in Boise State's active Comprehensive Plan Amendment and rezoning applications. There's a lot going on at the moment, if you're picking up.

These are CPA19-0001 and CAR19-00021. Boise State is scheduled for February 3rd with the Planning and Zoning Commission, and we're happy to provide additional information then, including a thorough response to some of the comments you've heard tonight directed toward those requests.

Thank you.

CHAIRMAN STEVENS: Thank you, Mr. Alexander. You already filled out the sheet? Mr. Alexander, did you already fill it out? Okay. Great. Thank you.

Okay. This is it. If anybody else wants to talk, please come forward to the front.

TERESA DiDIO: My name is Teresa or Tracy DiDio, and I live at 14 -- excuse me, 4431 North Kitsap Way. I don't live currently in the zone because of the frat parties that were at my house at 1409 South Euclid.

They -- I want to -- we just spent from six o'clock to 8:30 fighting and talking, you guys all discussed for an hour and a half about parking. And this -- this -- this is the problem with that area of
town when we put in rooms -- houses that have five bedrooms on either side and no parking, the street becomes the parking lot. And that is what happened to my home at 1409 South Euclid.

And I want to leave you with a thought that if we allow five-bedroom duplexes on either side, like the one lady was saying, there will be 20 people in each one. Each student has 10 cars -- I mean each student has a car, because they're all from California and Nevada and -- no, I'm serious. They're all from California or Nevada. And we will have a neighborhood of 18 to 22-year-olds. I don't think you want your police people dealing with 18 to 22-year-olds in that neighborhood only.

All right. A person's largest investment is their home. And by not -- not protecting the investments that these people have purchased, that I have purchased. I still own the home. My daughter lives there and is going to Boise State. In fact, I have another home at 1612 East Reinhart Way in which my nephew lives, and he's going to Boise State. By not supporting these people, we are actually injuring their investment potential in their homes.

The other issue, students, they've been wonderful. Like the one lady was saying, having
your -- being able to help them with their shovels and their charging of their vehicles has been very cool, the ability to help them.

I also want to point out that I sometimes felt like our neighborhood was forgotten. And I appreciate the fact that you guys are dealing with it this evening, that there needs to be some regulation dealing with the housing situation and the amount of cars. And I love the vibe that we currently have in Southeast Boise, and I'd like us to be able to keep that.

Thank you.

CHAIRMAN STEVENS: Can you please put your name and address on a sheet. Thank you.

Okay. Anybody else?

Okay. Does staff have anything you want to add for rebuttal? No. Okay.

REBUTTAL

N/A

CHAIRMAN STEVENS: With that, we'll go ahead and close the public portion of the hearing.

MOTIONS

CHAIRMAN STEVENS: And how does the Commission want to proceed? Does anybody want to start?

COMMISSIONER FINFROCK: Madam Chair.
CHAIRMAN STEVENS: Commissioner Finfrock.

COMMISSIONER FINFROCK: I move to approve CAR19-26 and ZOA19-7, along with the terms and conditions as outlined in the staff report.

CHAIRMAN STEVENS: Okay. We have a motion by Commissioner Finfrock.

Is there a second?

COMMISSIONER GILLESPIE: Second.

CHAIRMAN STEVENS: A second by Commissioner Gillespie.

Discussion?

Commissioner Finfrock.

COMMISSIONER FINFROCK: You know, basically -- and it's getting late, so I really -- it's hard to talk sometimes when it gets this late. But I think that as you heard the entire neighborhood, you know, all they're asking for is to protect their property and make sure that -- that we have growth, but smart growth. And I mean I think you heard that in all the testimony here tonight. And that's why I'm going to support a motion for -- for CAR19-26 and ZOA19-7.

CHAIRMAN STEVENS: Okay. Further discussion?

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So this is a little bit
different than sort of a normal permit. I mean this is -- this is like a policy issue. And so we're really having a dialogue with the City Council here, because it's going to go to them. So it is important to me that Councilmen -- Councilwoman Clegg and Councilwoman Sanchez have basically been involved in creating that. And they're pretty close to this problem. The City Council spends a lot of time on this one. So that persuades me to go ahead and support the motion, to let them do what they want to do.

The City has been very clear that this isn't the final word. So I'll support the motion.

I would add just a couple of points that I'd like on the record for sort of my recommendation -- or what I'd like them to think about. One is, should this be temporary? I think that's a really fair question.

Two, is the second point really, the prohibition on substandard lot duplexes, really necessary, given that we're already going to apply the CUP criteria. So that -- we're going to apply the CUP criteria to duplexes where there's three or more bedrooms on each side.

So really what that second clause does is it sweeps up all of the smaller duplexes and just flat
out prohibits them on substandard lots. So I would ask
the Council to really think about is that really what
they intend. I suspect they don't. But I think if
they just get rid of it, we could deal with it in the
CUP, the clause 1. I'm okay with clause 3.

And then finally I would just point out to
the Council, Mr. Hale's data, I think, was very
salient, asking the question of, you know, do we really
have a problem here or should we wait and let the
existing zoning work?

I kind of am partial to that idea. But on
the other hand, I think imposing a CUP requirement is
not that onerous or difficult. So I don't really think
that we're making it a lot harder.

So -- and I also would call Council's
attention to the letter from Will Kemper, which
discusses some of the, you know, broader downsides of
trying to restrict development. And I think the City
is well aware of that. But I think that's a really
interesting discussion to have.

So I'll be supporting the motion, and I'd
like to throw my 2 cents in to Council on that.

COMMISSIONER STEAD: Madam Chair.
CHAIRMAN STEVENS: Commissioner Stead.
COMMISSIONER STEAD: I actually am not sure that
I will be supporting the motion. I would love to see -- I think that maybe I would admit that there's some -- maybe some missing information, maybe some of my questions weren't answered. I'd love to see a more comprehensive vision for this area of the neighborhood that addresses both the needs of the current residents and the growing need for student housing. And perhaps we will see that in the BSU Master Plan.

And -- and I know that we have seen City Council spend a lot of time on this, so they probably have more information than -- they may have more information than we do. But I've heard issues with renters and students, and neither would go away with this overlay.

It sort of seems like maybe plugging a leak that could spring up somewhere else, maybe in single-family homes or maybe somewhere else entirely. I wonder if enforcement of the current code that we have and the administrative process would solve some of these complaints.

We heard that parking requirements aren't being enforced; that they're parking on sidewalks and front yards; that our current building codes and design standards aren't being upheld; and that City ordinances aren't being enforced by the police. None of these
would be impacted by the overlay.

    It sounds like maybe enforcing what we have
would solve a lot of the issues, and even fraternities
and sororities would move into single-family homes if
they haven't already. So I guess I'd like to see
some -- I'd like to see some of these thoughts compared
to what we have on the books already to see if further
enforcement of those might mitigate some of these
issues we've heard tonight.

    COMMISSIONER BRATNOBER: Madam Chair.

    CHAIRMAN STEVENS: Commissioner Bratnober.

    COMMISSIONER BRATNOBER: So I'm kind of
supporting two folks who probably end up disagreeing
with each other. I'm not sure.

    But to Commissioner Gillespie's point, I'm
just kind of jumping to the bottom line, the CUP is not
an onerous thing. It does give us a way to put some
brakes on the process. And that's probably reasonable
in these times.

    I do have probably a stronger objection
than Commissioner Gillespie to the clause on
substandard lots, because I think we make those
decisions here all the time. And why are we saying
this is different? No, Planning and Zoning Commission,
don't worry about it. We're just going to say no. So
that's a concern of mine that I want to make sure that the Council considers.

That said, so from a point of view of, okay, is this a good thing or bad thing. I don't think it's terrible for us. It does give us some brakes, and so that's good. However, to the neighborhood and the neighborhood association, I have a concern, because I -- I do recognize there were some valid points made about the structure, the design, and how does it fit. And so I understand those. Those are some things there are processes for, and perhaps the CUP is going to help us get there.

However, I also heard something that had me a little more concerned, which is that's not the issue for a lot of folks. It's the students. And I appreciate that. I was one once. I assure you I was so much better behaved.

CHAIRMAN STEVENS: Me too.

COMMISSIONER BRATNOBER: Yeah. But so I understand that, and I'm not condoning it. But as Commissioner Stead said, there are ways to do this. And if it's a problem, we should tackle it.

There have been a lot of communities and universities who have looked at Greek life and the behavior there and said, Okay, no more. So there are
some things to be done.

My concern is the CUP is great to have some conscious thought go into it, but it's not going to solve that problem for you. That's going to have to be solved by more conventional ways.

The last thing I'd like to understand -- and, Cody, I hope I got this wrong when I heard you talking about the task force, because I don't know if what you meant was we are -- we are the first and we're kind of the test case for them before they start going forward, or that they've reached some conclusions and Here you go Planning and Zoning. Here's your guidance. I didn't hear which.

If it's the former, then I'm quite concerned, because I think our job here is to interpret and judge the laws and the code. City Council's job is to make those laws. And so I'd just like to make sure I understand that. I'm hoping I heard it wrong.

So anyway, I will be voting in support of this, but I'm just concerned that the things a lot of you are looking for you're not going to get here.

CHAIRMAN STEVENS: Other thoughts?

I'll go ahead and weigh in. If in fact this is just an opportunity to talk to Council through a record, I guess I can support this. But I have a lot
of reservations about this. And it has absolutely nothing to do with not wanting to protect what I think is a really critical part of Boise's fabric, because I do want to do that. And hopefully those of you who have seen me up here long enough know that that's true.

But I think we've got a lot of moving parts here. And when I asked the question to staff about whether or not we could make this temporary, it's because I think that this is a rather drastic step to take for something that's pretty -- I mean it's a permanent and drastic step.

And I completely agree with Commissioner Bratnober, that I'm not sure it accomplishes what the -- what the neighbors' issues actually are. And normally, at least my experience up here, is that when we put an overlay on something, it's because we have a very clear vision on what we're trying to accomplish. And I do not feel that that is what's happening here.

And yet at the same time I recognize that there is a need to do something in the interim. I'm also not convinced that we know yet whether or not what we've already done with the new duplex ordinance that we passed a year and a half ago, or whenever it was, isn't doing that job.
And so I feel like we're being asked to sort of pass on -- again, I'll call it a drastic measure. I do think it's drastic to put an overlay on something, without, number one, having really any statistics in front of us about whether or not the existing and revised duplex code is working and, number two, with, you know, a good process having gone into this that really explains to me to pass this what on earth we're doing and what we're trying to accomplish, what the bigger vision is for this.

So if it were -- if I were the final decision-maker on this, I would not pass it as it is today. I will say that right now. And again, it's not because I don't think something needs to be done. I sense that probably something does still need to be done, and that the last duplex ordinance maybe didn't quite finish the job.

But we have the Boise State Master Plan coming to us next week. There's apparently a working group that's sort of just barely getting off the ground. And to put an overlay that's permanent on a rather large chunk of our city that's close to the university and close to the core of the city, ugh, I'm just really uncomfortable with it.

So, you know, Commissioner Gillespie, maybe
you can enlighten me a little bit about whether or not this is truly just -- you think this is really just a -- you think that a vote yes doesn't necessarily mean I support it, especially now that I've said all this?

COMMISSIONER GILLESPIE: Madam Chairman.
CHAIRMAN STEVENS: Commissioner Gillespie.
COMMISSIONER GILLESPIE: Might I suggest that you -- perhaps somebody wants to propose an amendment to add either to delete condition -- or clause 2 and/or add a clause that sunsets -- says this is a one-year time limit, both of which are certainly in our purview to recommend to Council.

And if that would more accurately reflect the will of this body as making a recommendation as in a sense talking to Council, then I think we should do that.

COMMISSIONER STEAD: Madam Chair.
CHAIRMAN STEVENS: Commissioner Stead.
COMMISSIONER STEAD: Yeah. I guess I would feel more -- I know that there's -- there's a lot of discussion right now on the City Development Code and zoning and revisiting the Comprehensive Plan. And I guess that's -- I feel as you stated, I feel like there's more information to come in the next year or maybe two years. I don't know.
But it would -- I would feel more comfortable supporting a recommendation for this that it, you know, sunsets perhaps when -- when the findings come from the task force and the Development Code -- I don't know what you call it.

COMMISSIONER GILLESPIE: Madam Chair.

CHAIRMAN STEVENS: Form base code, I think. Is that what you're referring to?

COMMISSIONER STEAD: Well, no. I don't know that it is form base code yet. But they have a consultant who's looking over with a lot of citizen input, looking over the Comprehensive Development Code. And I would be interested in some of those findings that are going to come out soon, because I feel like the City's investing a lot in the big picture of all of these issues that we're experiencing.

And it's hard for me, like I've said, to kind of plug our finger in the hole here and not see that it's going to cause other issues down the road in different areas.

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: I'd like to propose an amendment along the lines of what Commissioner Gillespie said, basically to delete the
second clause, which totally bans substandard lots.

And then I would propose that this -- this overlay that we're contemplating right now expire within a year or when the City Council task force has -- and I don't know if we can do this conditionally, otherwise I'll go with a year. But once the City Council task force --

COMMISSIONER GILLESPIE: It is one year at this point.

COMMISSIONER BRATNOBER: -- makes their call and says this is what the overlays are, that this would be part of that. Otherwise, a year. So I guess I'm looking to Council. Is that --

UNIDENTIFIED SPEAKER: [Unintelligible.]

COMMISSIONER BRATNOBER: Okay. Great. Perfect. I would like to recommend, then, that this sunsets at such time as the City Council has made a call on overlay or a year, whichever comes sooner.

COMMISSIONER GILLESPIE: Madam chairman.

CHAIRMAN STEVENS: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I'd be willing -- may I dialogue for just a second with the [unintelligible] maker?

CHAIRMAN STEVENS: Go ahead and then --

COMMISSIONER GILLESPIE: It just needs to be a
year, Jim, because I don't know what "made a call" means. The City can always go back and revise the ordinance whenever they -- the Council can do that. But what we're really saying to them is we recommend that this thing end in a year. Of course if they're done sooner and want to change it, they can.

COMMISSIONER BRATNOBER: Fair enough. Thank you.

COMMISSIONER GILLESPIE: Oh, can we -- could you restate your amendment, please.

COMMISSIONER BRATNOBER: Okay.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: Thank you.

I move that we amend the motion, basically removing the second clause that prohibits any duplexes on substandard lots, or duplexes with three or more, and then that we make the overlay persist for no more than a year.

COMMISSIONER GILLESPIE: Second.

CHAIRMAN STEVENS: Okay. I think that what we need to do, since it's an amendment, is ask the original maker of the motion whether or not she agrees to the amendment.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEVENS: Yes.
COMMISSIONER FINFROCK: I agree.

CHAIRMAN STEVENS: Commissioner Finfrock agrees.

COMMISSIONER GILLESPIE: And I agree as the seconder.

CHAIRMAN STEVENS: The seconder is Commissioner Gillespie, and he also agrees.

So the current motion on the table, does anybody need me to restate it or are we clear?

UNIDENTIFIED SPEAKER: [Unintelligible.]

CHAIRMAN STEVENS: Okay. Is there any further discussion?

COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: I've been quiet thus far, so I just wanted to sound off that I think that that's a good solution to this problem, because I agree with the other comments from up here that I'm not sure that the duplex issue is really the problem. So I think that this is giving us a year to push the pause button and let the BSU Master Plan sort of work itself out a bit and maybe flush out some of these other problems that the neighborhood is facing. I think that's a good solution. We get some resolution here, yet not create a greater problem down the road that persists.

CHAIRMAN STEVENS: Excellent. Okay. I guess
we'll call the roll, and this will be the last vote
that our Commissioner Ansotegui will make.

COMMISSIONER GILLESPIE: Dun da da duh.

CHAIRMAN STEVENS: Can we call the roll, please.

THE CLERK: Commissioner Bratnober.

COMMISSIONER BRATNOBER: Aye.

THE CLERK: Commissioner Stead.

COMMISSIONER STEAD: Aye.

THE CLERK: Commissioner Schafer.

COMMISSIONER SCHAFER: Aye.

THE CLERK: Commissioner Stevens.

CHAIRMAN STEVENS: Aye.

THE CLERK: Commissioner Ansotegui.

COMMISSIONER ANSOTEGUI: Aye.

THE CLERK: Commissioner Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: All in favor, motion carries.

CHAIRMAN STEVENS: Thank you, everyone, for your
patience tonight for staying with us. Have a wonderful
rest of your week. And if it's snowy out, drive
safely.

(End transcription at 4:25:11 of audio
file.)
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

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<tr>
<td>MOVER</td>
<td>Bob Schafer</td>
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<td>SECONDER</td>
<td>Jim Bratnober, Commissioner</td>
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<td>AYES</td>
<td>Ansotegui, Stevens, Gillespie, Finfrock, Bratnober, Stead, Schafer</td>
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<td>ABSTAIN</td>
<td>Ben Zuckerman</td>
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   **ALL IN FAVOR, MOTION CARRIED**
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE: 

CAR19-00027 / Hawkins Companies 

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TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, JANUARY 13, 2020

COMMISSIONERS PRESENT:
JENNIFER STEVENS, CHAIR
TAMARA ANSOTEGUI, CO-CHAIR
JIM BRATNOBER
JANELLE FINFROCK
MILT GILLESPIE
BOB SCHAFER
MEREDITH STEAD
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
INTRODUCTION

CHAIRMAN STEVENS: But we are going to actually just take up Item No. 4. We have only one member of the audience tonight, and it's going to be a quick report. So we're going to take that up without objection first before we move onto our next lengthy hearing. So with that, we'll hear from Karla.

KARLA NELSON: Madam Chair and Commissioners, before you is a request to rezone 1.3 acres comprised of five parcels from the residential office with Downtown Design Review to central business with Downtown Design Review in a development agreement zone.

The site is downtown on the west side of 11th Street and includes parcels on both sides of Miller Street. Note that a portion of the original request along Lee Street has been withdrawn.

Existing uses on site include a temporary, unimproved surface parking lot and three single-family residences on the north side of Miller Street. A private school with an improved surface parking lot occupies a portion of the area on the south side of Miller Street.
Conceptual floor plans -- conceptual floor plans for the parcels on the north side of Miller Street envision a four-story residential structure with 30 to 36 units ranging in size from 470 to 970 square feet each. No conceptual plans have been provided for the area south of Miller Street.

While plans would be preferable, the Planning Team is supportive of the rezone request in this situation without any plans, as any future development will be required to adhere to the Downtown Design Review standards. And furthermore, the uses allowed within the C-5 zoning district are appropriate for the area.

The subject site is designated mixed-use on the land-use map, which is meant to support activity center development. The site is located in the Downtown Regional Activity Center where Blueprint Boise envisions large-scale employment and retail uses, high-density residential, and mixed-use development, all of which supports the rezone request.

The vision for the area is further defined by the River Street/Myrtle Street Urban Renewal Master Plan adopted in 2004 and the Neighborhood-Specific River Street Master Plan adopted in 2017. Both plans identify the areas preferred for a residential
emphasis with mixed-use towards the edge of the neighborhood. The 2004 plan acknowledges the need for more density than allowed in the R-O zone. The proposed rezone is consistent with the density and style of development envisioned by these plans.

While nearly every zoning district is permissible in the mixed-use land-use designation, only a few zones can support the broader goals of the Downtown Regional Activity Center and the associated Urban Renewal and Neighborhood Plans. Of all the zones, a requested C-5 zone is most appropriate.

Downtown has grown significantly over the past several years, and downtown-style development now makes sense for the proposed rezone area.

The current R-O zoning has restrictions with setback, height, and density allowances. For example, the Applicant found that due to the increased setbacks, a portion of the rezone area north of Miller Street can only accommodate 28 units with the current R-O zone while preliminary concept plans support 38 units under C-5 zoning.

The C-5 zone is also more conducive to mixed-use developments and allows for greater utilization of land. This style of development allows for an urban streetscape that caters to the pedestrian
experience, as active uses are placed on the street property line. Adherence to the downtown design standards and C-5 development standards will ensure that the property develops with a pedestrian-oriented design.

One area of concern with a rezone to C-5 is the absence of a height limit. Given that single-family homes are in close proximity along Lee Street, the lack of height limits could cause compatibility concerns. Unlimited height is also inconsistent with the adopted master plans that envision structures of up to six stories in the district.

The Applicant has addressed this potential conflict with the inclusion of a development agreement that includes a six-story height limit on the portion of the property north of Miller Street and a five-story height limit for the portion of the property on the south side of Miller Street.

The current R-O zone allows for 65 feet in height, but this is limited to 45 feet when adjacent to single-family use or zone, as is the case for much of the proposed rezone area. The proposed development agreement allows an increase in height to what is currently allowed but not an unlimited height, as a
C-5 zone would normally allow. The Planning Team finds these limitations to be appropriate.

In conclusion, the Planning Team recommends approval of the rezone request and development agreement, as it meets all approval criteria. The Commission will need to make a recommendation to City Council.

Thank you.

CHAIRMAN STEVENS: Thank you.

Is the Applicant present?

If we start with 10 minutes on the screen is that good?

BRANDON WALEN: Ma'am, I hope to take much less than that.

CHAIRMAN STEVENS: Okay. Great. Thank you.

BRANDON WHALLON: For the record, my name is Brandon Whallon. I'm with Hawkins Companies located at 855 West Broad, Boise, Idaho.

Thank you for the opportunity to present our application for a rezone from R-0 with the Downtown Design Review requirement to C-5 with the Downtown Design Review and a development agreement.

The property in question is what, presented by Planner Turner, was that -- it's shown in yellow. And it is an extension of the C-5 zone across 11th Street.
Through the application process, Hawkins Companies used to have a parking field where the Inn at 500 is currently located. Gary Hawkins and Hawkins Companies knew there was a higher and better use with that property, and so we moved our employee parking lot from that property to these two properties here along 11th Street. We've always thought there was a higher and better use than surface parking for this property, and so we decided that the C-5 zone would be most appropriate for investment in this property.

We held our neighborhood meeting, which requires all property owners within 300 feet to be notified. And so in that meeting, we had other property owners come forth and say, "You know what? C-5 on our property might also be appropriate." So our rezone then grew to this configuration.

I shared those findings with the Planning Staff. And they felt that because this was such a substantial increase in the area to be considered for the rezone, they wanted us to have another neighborhood meeting.

So we sent out notice to, again, all property owners within 300 feet, and it brought more property owners to the meeting. And some of those property owners owned substantial amounts of property that were
south of Lee Street, and they felt that the C-5 zone
would also be appropriate for their property as well.

And I did share that with the City Planning
Staff. And at the same time, they were saying that a
development agreement might be warranted to protect
those homes that are south of Lee Street.

So in the neighborhood meeting, I'm hearing
from property owners south of Lee Street saying "By
gosh. Maybe we should be included in that zone as
well." Staff was saying, "Maybe we should tier down
the overall heights to protect those homes south of
Lee Street."

So I did share the findings with the property
owners and told them that we couldn't stall our rezone
request, but we would surely support their -- or
appreciate their support. And they are here tonight.
At the same time, because there was no conceptual plan
associated with the property in yellow that was
identified for four stories in overall height, they
decided to go ahead and remove their property from
this rezone request. And that's shown here in blue.

So at this point in time, I think I would like
to reflect back on the highest and best use.
Mr. Hawkins decided that the use of the property on
the southeast corner of Myrtle and Capitol would be
best used for the Inn at 500, and we think that this
property here is ripe for better uses than are
currently there now.

And I think that this entire area that's
bordered by the Pioneer Path, as it comes down to -- I
think it's Ash Street and then River Street here --
this entire area, I think, is ripe for investigation
to the C-5 zone because it's not being invested in and
improved in the R-O zone and property owners,
comprising over 80 percent of this area, think that
the C-5 zone would be warranted on their property.

I counted. I think there's 47 residential
units in this four-acre area. And if we were to
develop it at its highest and best use, if it was all
zone C-5, we would probably see 360 residential units
within that four-acre area.

So at this point in time, I would like to --
the annexation or the rezone request before you today
has -- is comprised of this area with the development
agreement restricting the overall height to six
stories on -- in the red and five stories in the
green. But I think there could be a conversation that
the entire area should be rezoned C-5. Most of it,
especially along the border, has already been
developed, and that might be the incentive for the
property owners within this entire area to reinvest and get a higher and better use of their property and get some substantial amounts of dwelling units as close to the heart of downtown as possible.

So with that, I stand before you requesting support of the rezone CAR-1900027, and I would stand for any questions that you may have.

CHAIRMAN STEVENS: Thank you, Mr. Walen.

Are there any questions for staff or the Applicant at this time?

Okay. Thank you very much.

There is nobody on the sign-up sheet. We did have one hand go up when I asked to put this on consent.

Oh. Good. Excellent. If you could --

BRIAN AMBERG: [Unintelligible].

CHAIRMAN STEVENS: Okay. No, that's great. Go ahead and step forward, please. And since you aren't on the sign-up sheet, I just do need you to fill out one of the little white slips before you leave tonight and hand it up or leave it on the table there for us.

CÉLINE ACORD: Madam Chair.

CHAIRMAN STEVENS: Yes.

CÉLINE ACORD: Point of order, just
neighborhood association. I don't think they're here, but just in case.

CHAIRMAN STEVENS: Oh. Thank you.

Downtown Neighborhood Association, is Mr. Flaherty [phonetic] here or any other representative of that neighborhood association? I apologize.

Thank you, Céline.

NEIGHBORHOOD ASSOCIATION

N/A

CHAIRMAN STEVENS: It's already getting late.

Okay.

PUBLIC TESTIMONY

CHAIRMAN STEVENS: Start with your name and address, please.

BRIAN AMBERG: My name is Brian Amberg. I live at 515 South 14th Street, which is in the Pioneer Neighborhood.

First of all, I am informed tonight that there was a neighborhood meeting. I was not invited to this, although I am not a property owner. I imagine it was actually a property owner's meeting, not a neighborhood meeting, and I think that it was misrepresented by calling it such because not all [unintelligible] holders were invited, only the people
who owned property.

Secondly, this -- the area in red -- the map's gone now, but the area in red, which is the area on the southeast corner of 11th and Myrtle, is -- was described as a parking lot for the employees of Hawkins. And while there is a parking lot there, there are also two homes.

One of those homes is owned by a cabdriver who also is a disabled veteran. I happen to know he lives there because he gave me a ride at one point, and we hit it off over both being disabled veterans being treated at the VA here in Boise. And I was made aware that his home was under threat, and that's why I'm here tonight.

And I also learned at this meeting that the people who are trying to tear his home down are -- have been talking to -- in these property owner's association meetings, not neighborhood meetings, however they want to be characterized.

But -- pardon me, I've lost my train of thought. I didn't bring any notes.

I guess the way that I feel is that if this project is allowed to continue, that means that not only will all these property owners who've been made aware that, Hey. You could be building a much taller
building and kicking out all of your existing residents and displacing them for a while, that this will happen to my section of the neighborhood as well. I live on the western end of Pioneer, on 14th Street. And I'm basically watching as my neighborhood is going to be torn down, and I'm told this is for the progress and this is for everyone's betterment.

But in the meantime, after having heard a year of all the politicians locally saying that our homeless population is in crisis and we need to worry about homeless people, we're going to be adding homeless people to the homeless population. And we're being done so by people who describe a lot and a parcel that has two homes as being nothing more than a parking lot. And I would just like to remind everyone on the Council that real people will be displaced by this.

Thank you.

CHAIRMAN STEVENS: Thank you. Thank you.

Anybody else who cares to testify tonight on this application?

I know.

Okay. Go ahead and step forward, please.

LEON SCOTT: Good evening. My name's Leon Scott. I reside at 2218 West State Street in Boise,
Idaho.

And for a number of years now, our family has owned approximately a half-acre parcel on Lee Street, which would be, actually, on the southern -- the extreme southern side. So it's bordered by -- it's not in the particular area at this point, which is being suggested to have the zone change, but we certainly would support that.

It's ready for some increased -- you know, higher and better use. I mean it's served our purpose for our family. It's been a great thing, but it is -- it's ready to develop. It's in the path of development, and it supports the housing that's needed for downtown. And so we're in support of that.

Thank you.

CHAIRMAN STEVENS: Thank you, Mr. Scott.

Anybody else who would care to testify on tonight's -- this application No. 4?

Go ahead and step forward.

If there's anybody else, if you would just come forward and sit up here at the front since we don't have a sign-up sheet, it'll make things go a little bit quicker.

ALLEN DIXON: Hi. My name is Allen Dixon. I live at 1121 Lee Street.
I do own property in the area. It's been kind of stagnant down there. There has been some apartments built on Ash Street next to where I live. They look very nice. They're probably higher renters. But the area is due to be improved a little bit down there. It wouldn't hurt me if they raised the zoning. And if something happened, that'd be fine with me.

Thank you.

CHAIRMAN STEVENS: Okay. Thank you. Be sure to fill out the little white slip.

So since nobody came forward, I'm guessing there's nobody else who wants to testify.

REBUTTAL

CHAIRMAN STEVENS: So with that, we'll go ahead and go to rebuttal.

Mr. Whallon, if you have anything you want to add.

BRANDON WHALLON: Thank you for the opportunity to rebut.

I would say that the second neighborhood meeting that the staff requested that we conduct, it did send mailers out to the property owners and the tenants of all properties within 300 feet of the subject property.
It sounds like the gentleman that spoke lives on 14th and Pioneer, which would be outside of that 300-foot range. So we apologize that he was not invited to our neighborhood meeting, but it was intended to be inclusive.

I would say that we are trying to look at the best use of the property. That would include the two homes that are on the property. There is one on the surface parking lot that we own as well as the home that the gentleman referenced. We do own that as well.

But we would be looking to replace those two homes with more homes, hopefully, as Planner Turner stated, from 470 square feet up to 920. But we don't have any hard plans at this point in time. They're just conceptual. We were just doing our due diligence to see what kind of opportunities may be available, but we think that the opportunity to investigate the opportunities associated with the C-5 zone opens the door for new possibilities and new investment in this area that I believe is ripe for investment.

So thank you.

CHAIRMAN STEVENS: Thank you very much.

With that we'll go ahead and close the public portion of the hearing.
MOTIONS

CHAIRMAN STEVENS: How would the Commission like to proceed?

BRIAN AMBERG: [Unintelligible] to say about that.

CHAIRMAN STEVENS: Oh. I'm sorry. No. That's the -- yeah. Everybody gets three minutes. It's in City code and, yeah, your three minutes was taken. Thank you.

How would the Commission like to proceed?

If you would entertain a motion...

COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: I'm going to move to approve CAR 19-27 with the terms and conditions as detailed in the staff report.

CHAIRMAN STEVENS: Is there a second?

COMMISSIONER BRATNOBER: Second.

CHAIRMAN STEVENS: Second by Commissioner Bratnober. First by Commissioner Schafer.

Discussion?

COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: I certainly appreciate comments, you know, concerning the redevelopment of
the area. But I agree with staff and the arguments they made in the staff report that this zone seems to support the change in designation. I think it's a good opportunity to look at increasing our housing downtown and redevelopment in that area.

CHAIRMAN STEVENS: Anything further?

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So yeah. I'm obviously supporting this. I believe that, as some of the residents in the neighborhood said, it needs to be developed. This is the time.

One thing I am quite interested in, because the plans appear to be somewhat fluid, is that Hawkins really looks at the issues and needs that we have in our city for housing, and particularly for affordable housing.

CHAIRMAN STEVENS: I'll just say a few things before we call the roll.

I'm very concerned about this whole area. Because I think when we adopt renewal districts, like we've done in this area, we, you know -- we tend to -- we're in danger of losing some of the character that has characterized the area in the past. And I know that this particular neighborhood has always been a
working-class neighborhood. And in fact, it's one of the only neighborhoods, if not the only neighborhood, that has housed African-Americans in this city for many, many years. And I'm very, very concerned that by demolishing our housing stock in this area, which currently has no protections in our City ordinance, that we're going to be doing away with a lot of the city's history.

And I worry that when we do that, we lose our facilitation of attachment to place and makes the people who come here, the new residents, the thousands and thousands of them that are coming right now have no understanding of what came before and make them -- help them understand how we got to be where we are now.

So as we move forward, I'm going to be supporting the motion. But as we move forward in this area and we do begin to see it redevelop, I'm going to be looking for the developers to make some overtures to that, to pay attention to what's there, to be sensitive to the cultural history that's in the area and to the significance of this particular neighborhood to the past of this city.

So I'm going to be supporting the zoning change because I think it's the right place for
this -- the right thing for this particular space, but
I'm very concerned about this neighborhood and I want
to make sure that we're redeveloping it correctly.
So . . .
Anybody else?
Okay. Will the clerk please call the roll.

ROLL CALL

THE CLERK: Bratnober.
COMMISSIONER BRATNOBER: Aye.

THE CLERK: Stead.
COMMISSIONER STEAD: Aye.

THE CLERK: Schafer.
COMMISSIONER SCHAFER: Aye.

THE CLERK: Stevens.
CHAIRMAN STEVENS: Aye.

THE CLERK: Ansotegui.
COMMISSIONER ANSOTEGUI: Aye.

THE CLERK: Finfrock.
COMMISSIONER FINFROCK: Aye.

THE CLERK: Gillespie.
COMMISSIONER GILLESPIE: Aye.

THE CLERK: All in favor. Motion carries.
CHAIRMAN STEVENS: Thank you.
Thank you for those of you who stayed.

(End transcription at 2:44:05 of audio file.)

-o0o-
V. ADJOURNMENT
The Boise City Parks and Recreation Commission (Commission) held its regular monthly meeting on January 23, 2020 at Boise City Hall. Boise City Staff present: Doug Holloway, Jennifer Tomlinson, Karen Bledsoe, Toby Norton, Daniel Roop, Gene Peacock, Bonnie Shelton, Jill Boyer and Trevor Kesner (Boise Parks and Recreation Department). Others present: Rob Lockward (Boise City Legal) and Chloe Sallabanks (Clerk).

I. CALL TO ORDER:

Commission President Jon Ruzicka called the meeting to order at 4:00 p.m.

II. ATTENDANCE:

A. Roll Call

Commissioners Present: Jon Ruzicka, Angela Johnson, Preston Carter, Erik Stidham, Scott Raeber, Jessica Weisman and Boise City Councilmember Jimmy Hallyburton

Commissioners Absent: Susan McIlroy, Stephen Smith and Kate Lovan

D. Holloway welcomed Councilmember Hallyburton as Parks and Recreation Commission Liaison. Councilmember Hallyburton expressed his gratitude for the Parks and Recreation Department and Commission.

III. IN THE MATTER OF NEW BUSINESS:

A. Minutes - November 21, 2019

MOTION: Boise Parks and Recreation Commission moved to recommend the approval of the November 21, 2019 Boise Parks and Recreation Commission Meeting Minutes to Boise City Council.

RESULT: APPROVED

MOVER: A. Johnson
SECONDER: S. Raeber
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and K. Lovan

B. Bowler Park Master Plan - Public Hearing

Summary: T. Kesner and T. Norton presented the proposed Bowler Park Master Plan. The Bowler property was 24.62 acres in Southeast Boise, near Surprise Valley.

Councilmember Sánchez joined the meeting at 4:06 p.m.
T. Norton described the amenities planned for the park site. Coming from Surprise Way, road improvements would be made to the park entrance, leading to a parking lot with 22 stalls. There would be an all-dog and shy-dog area in the corner of the park. A skate plaza, fitness area, restroom and large shelter were also included in the design plan.

Councilmember Sánchez asked if the playground would be accessible, to which T. Norton answered yes; all requirements for accessibility were met.

Commissioner Raeber questioned if the area was being ‘underutilized’ for the large size of the site. T. Norton explained that park development was consolidated into one area to leave most of the site open space. D. Holloway noted that neighborhoods were often interested in more passive park spaces, rather than sports fields and active amenities.

The public hearing portion of the agenda item was opened at 4:16 p.m.

**Resident Jordan Morales at 4647 E Narcissus Ct, Boise, ID 83716**

J. Morales stated his family lived in Columbia Village, near the Bowler Park site. He emphasized the improvements to be made to the gravel trail, as it served as a connection to Columbia Village for a lot of residences.

The public hearing closed at 4:18 p.m.

**MOTION:** Boise Parks and Recreation Commission moved to approve the Bowler Park Master Plan.

**RESULT:** APPROVED

**MOVER:** A. Johnson

**SECONDER:** E. Stidham

**AYES:** Unanimous

**ABSENT:** S. McIlroy, S. Smith and K. Lovan

**C. Westside Downtown Urban Park Master Plan – Public Hearing**

Summary: J. Tomlinson provided history on the 11th & Bannock site. The proposed urban park underwent several design iterations and would go before City Council for final design approval. An office building at 11th & Idaho was being constructed; the other half of the block would be the urban park featuring green space and art installations. The concepts included art, water features and a fog machine.

Boise Parks and Recreation worked with the Boise Arts & History Department to select Matthew Mazzotta as the featured public artist for the park. The three-party development agreement required approval from the Commission and City Council. Upon approval, construction would start in August 2020.

Councilmember Sánchez expressed her excitement about Matthew Mazzotta being the selected artist.

The public hearing portion of the agenda item was opened, and upon hearing none, was closed.
MOTION: Boise Parks and Recreation Commission moved to recommend approve of the Westside Downtown Urban Park Master Plan, to Boise City Council.

RESULT: APPROVED
MOVER: A. Johnson
SECONDER: P. Carter
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and K. Lovan

D. RecTrac Software Update and Demo

Summary: K. Bledsoe explained the department purchased registration and reservation software from Vermont Systems in 2011. The company has since rolled out a web-based version that is more user-friendly and mobile compatible. The department would migrate to the new version on Feb. 2, and the conversion would take a few days before being available to the public.

K. Bledsoe demonstrated registrations and purchases, highlighting improved features of the updated software.

Councilmember Hallyburton questioned if the public-facing website could be translated to other languages and requested the featured photos be inclusive and representative of the families in Boise.

D. Holloway recognized the work K. Bledsoe and the RecTrac Project Team had put into the software migration and implementation.

No motion was made, as this was an informational item.

E. Citizen Engagement Request – Katie Fite, WildLands Defense Director

Summary: The Commission would permit 10 minutes of public testimony from Katie Fite, WildLands Defense Director.

Resident Katie Fite at 1006 N 5th St, Boise, ID 83702
K. Fite presented documents and commentary on the Julia Davis Park Master Plan. Her concerns included losing green space, poorly designed features and loss of historical site recognition.

D. Holloway stated the department would look into the concerns brought forward about Julia Davis Park.

No motion was made, as this was an informational item.

IV. IN THE MATTER OF ADJOURNMENT:

There being no further business to come before the Commission at the time, the meeting was adjourned at 5:01 p.m.

RESULT: APPROVED
Boise City Parks and Recreation Commission Meeting Minutes
Page 4 of 4
January 23, 2020

MOVER: P. Carter
SECONDER: E. Stidham
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and K. Lovan

[Signature]
Jon Ruzicka, President
In accordance with the City’s Investment Policy B11.01 and Investment Regulation B11.01(a), we are pleased to provide you with the following information to fulfill staff’s reporting requirements for the fiscal year ended September 30, 2019.

Section XI – Reporting Requirements
Annually, as part of the end of year financial report package, the Department of Finance and Administration shall provide Council an investment report reflecting an accurate accounting of the city’s investment portfolio.

Economic Conditions and Fixed Income Markets
- Rates and Yields - The yield curve remains inverted. One to six-month yields are higher than the one to seven-year yields. The fixed income futures market has one more rate decrease priced in. The Boise City Treasury Office expects rates to remain low or decrease through early calendar year 2021.
- Economic Growth – based on our advisors’ estimates, the Treasury Office expects that while there will be GDP growth, it will be somewhat lower than this past calendar year.

Portfolio Structure and Restrictions
- Security selection: Our investment advisor has focused on agency securities as means of finding spreads against Treasury yields. The Economic, Social and Governance filter we use to screen corporate debt issues limits the selection they can draw from. This has constructively limited our advisor to about 10% corporate debt exposure.
- Effective duration: We targeted an effective duration of 2.00 years and worked throughout FY-2019 to implement this target. This target allows us to diversify the maturities of the portfolio and protect the portfolio from a potential rate decrease after the Presidential election.

Performance benchmarks
- The benchmark for the City’s fixed income investment portfolio is the 18-month moving average of the ICE BofAML 0-3 Year Treasury Index.
Our investment advisor met or outperformed the benchmark the first nine months of FY-2019. Our advisor fell behind the benchmark July through September as rates fell. The relatively short duration of the portfolio to the benchmark meant that the interest income of the benchmark fell more slowly than the interest income of the portfolio. Our advisor achieved the target duration and is outperforming the benchmark as of the beginning of FY-2020.

A chart with the performance of the portfolio relative to the benchmark can be found in Appendix A, page 14.

Investment Schedules
The following schedules are required by Section XI.

1. (Schedule A)
   o A listing by investment category of securities held at the end of the reporting period
   o Average life and final maturity of all investments listed
   o Coupon, discount, and earnings rates
   o Par value, amortized book value, and market value
   o Percentage of the portfolio represented by each investment category

2. (Schedule B)
   o A listing of all direct corporate securities and the basis for decision to invest

Section IX – Responsible Investing (Schedule C)
As part of the annual investment report, staff will include the inclusionary list, with the rating index and/or relative information used for each company and a listing of all nongovernmental or non-quasi-governmental security investments made during the fiscal year. The listing of nongovernmental or non-quasi-governmental security investments is contained in Schedule B.

Section V (B) – Investment Advisors (Appendix A)
As authorized in this section, the City utilizes FHN (formerly FTN) Financial Main Street Advisors to manage funds. The attached appendix is their fiscal year-end report.
Schedule A

6.D.7.a

Security ID

Par
Value

Investment # Issuer

Book
Value

Market
Value

Reported
Value Moody's S&P

% of Current Days to
Portfolio
Yield Maturity

Maturity
Date

Modified
Duration

Callable Federal Agency Securities
3130AC2L7

17025A

Federal Home Loan Bank

5,000,000.00

5,000,000.00

5,002,800.00

5,002,800.00

Aaa

AA+

1.81

2.130

1,058 08/24/2022

2.788

3130AFTA5

19006

Federal Home Loan Bank

5,000,000.00

4,997,834.72

5,019,100.00

5,019,100.00

Aaa

AA+

1.81

2.956

1,582 01/30/2024

4.011

10,000,000.00

9,997,834.72

10,021,900.00

10,021,900.00

3.62

2.544

Subtotal

1,320

3.400

Federal Agency Coupon Securities
3137EADM8

15017A

Federal Home Loan Mtg Corp

5,000,000.00

4,999,955.06

4,999,850.00

4,999,850.00

Aaa

AA+

1.81

1.779

1 10/02/2019

0.002

3135G0ZY2

17016A

Federal National Mortgage Assn

5,000,000.00

5,002,507.26

4,998,950.00

4,998,950.00

Aaa

AA+

1.81

1.874

56 11/26/2019

0.153

3135G0T29

17013A

Federal National Mortgage Assn

5,000,000.00

4,996,345.61

4,991,500.00

4,991,500.00

Aaa

AA+

1.80

1.914

150 02/28/2020

0.410

3133EHEZ2

17015A

Federal Farm Credit Bank

5,000,000.00

5,000,899.67

4,994,200.00

4,994,200.00

Aaa

AA+

1.80

1.828

188 04/06/2020

0.504

3135G0D75

15011A

Federal National Mortgage Assn

5,000,000.00

4,989,143.88

4,986,050.00

4,986,050.00

Aaa

AA+

1.80

1.890

265 06/22/2020

0.714

3130ACE26

18010

Federal Home Loan Bank

5,000,000.00

4,939,560.91

4,977,200.00

4,977,200.00

Aaa

AA+

1.80

1.841

363 09/28/2020

0.979

3133EHJ95

17032

Federal Farm Credit Bank

7,000,000.00

6,990,914.87

6,992,230.00

6,992,230.00

Aaa

AA+

2.53

1.856

391 10/26/2020

1.046

3135G0F73

15024A

Federal National Mortgage Assn

5,000,000.00

5,011,665.89

4,982,300.00

4,982,300.00

Aaa

AA+

1.80

1.809

426 11/30/2020

1.142

3135G0H55

15019

Federal National Mortgage Assn

1,000,000.00

1,000,243.55

1,001,150.00

1,001,150.00

Aaa

AA+

0.36

1.782

454 12/28/2020

1.216

3130A7CV5

16002A

Federal Home Loan Bank

5,000,000.00

5,000,407.14

4,973,850.00

4,973,850.00

Aaa

AA+

1.80

1.761

506 02/18/2021

1.358

3135G0K69

16013A

Federal National Mortgage Assn

5,000,000.00

4,987,902.00

4,962,000.00

4,962,000.00

Aaa

AA+

1.79

1.735

583 05/06/2021

1.564

313379RB7

17017A

Federal Home Loan Bank

5,000,000.00

5,009,141.40

5,011,100.00

5,011,100.00

Aaa

AA+

1.81

1.742

619 06/11/2021

1.652

3133EJVV8

18011

Federal Farm Credit Bank

5,000,000.00

4,996,827.45

5,092,550.00

5,092,550.00

Aaa

AA+

1.84

1.772

671 08/02/2021

1.779

3130AABG2

17001A

Federal Home Loan Bank

5,000,000.00

4,973,029.33

5,020,350.00

5,020,350.00

Aaa

AA+

1.81

1.683

790 11/29/2021

2.097

313376C94

19010

Federal Home Loan Bank

10,000,000.00

10,007,928.49

10,207,400.00

10,207,400.00

Aaa

AA+

3.69

1.658

801 12/10/2021

2.111

3135G0S38

17007A

Federal National Mortgage Assn

5,000,000.00

4,992,893.58

5,035,800.00

5,035,800.00

Aaa

AA+

1.82

1.676

827 01/05/2022

2.194

313378WG2

19012

Federal Home Loan Bank

5,000,000.00

5,002,489.80

5,103,000.00

5,103,000.00

Aaa

AA+

1.84

1.637

892 03/11/2022

2.365

3133EJZH5

19004

Federal Farm Credit Bank

5,000,000.00

4,977,871.75

5,170,650.00

5,170,650.00

Aaa

AA+

1.87

1.611

1,078 09/13/2022

2.827

3130AFE78

19007

Federal Home Loan Bank

10,000,000.00

10,095,611.53

10,402,900.00

10,402,900.00

Aaa

AA+

3.76

1.697

1,165 12/09/2022

3.015

3133834G3

19016

Federal Home Loan Bank

2,000,000.00

2,035,663.54

2,037,980.00

2,037,980.00

Aaa

AA+

0.74

1.593

1,347 06/09/2023

3.518

3133EKZK5

19018

Federal Farm Credit Bank

5,920,000.00

5,960,622.59

5,918,756.80

5,918,756.80

Aaa

AA+

2.14

1.606

1,413 08/14/2023

3.730

3130A3DL5

19025

Federal Home Loan Bank

4,000,000.00

4,117,738.20

4,115,400.00

4,115,400.00

Aaa

AA+

1.49

1.616

1,438 09/08/2023

3.748

3133EHN25

19022

Federal Farm Credit Bank

5,000,000.00

5,136,183.95

5,116,750.00

5,116,750.00

Aaa

AA+

1.85

1.607

1,492 11/01/2023

3.864

3133EJ2B4

19005

Federal Farm Credit Bank

5,000,000.00

4,995,184.00

5,279,450.00

5,279,450.00

Aaa

AA+

1.91

1.612

1,527 12/06/2023

3.901

3133EJ3Q0

19009

Federal Farm Credit Bank

5,000,000.00

5,038,908.88

5,251,000.00

5,251,000.00

Aaa

AA+

1.90

1.640

1,542 12/21/2023

3.951

3133EJ7C7

19008

Federal Farm Credit Bank

10,000,000.00

9,992,470.61

10,451,100.00

10,451,100.00

Aaa

AA+

3.77

1.621

1,589 02/06/2024

4.088

3130A1XJ2

19014

Federal Home Loan Bank

5,000,000.00

5,212,154.66

5,279,100.00

5,279,100.00

Aaa

AA+

1.91

1.637

1,718 06/14/2024

4.370


City of Boise
GASB 40 Credit & Interest Rate Risk
Sorted by InvestmentType
Through 09/30/2019

Portfolio BOIS
AP
Run Date: 11/22/2019 - 17:51

Page 1

G4 (PRF_G4) 7.2.0
Report Ver. 7.3.6.1

Packet Pg. 301


City of Boise
GASB 40 Credit & Interest Rate Risk
Sorted by InvestmentType
Through 09/30/2019
Security ID

Par
Value

Investment # Issuer

Book
Value

Market
Value

6.D.7.a

Reported
Value Moody's S&P

% of Current Days to
Portfolio
Yield Maturity

Maturity
Date

Modified
Duration

3133EKEC6

19013

Federal Farm Credit Bank

3130A2UW4

19023

Federal Home Loan Bank
Subtotal

5,000,000.00

5,108,057.39

5,183,350.00

5,183,350.00

Aaa

AA+

Aaa

AA+

5,000,000.00

5,321,539.07

5,286,050.00

5,286,050.00

154,920,000.00

155,893,862.06

157,821,966.80

157,821,966.80

1.87

1.642

1,729 06/25/2024

4.439

1,809 09/13/2024

4.615

1.91

1.666

57.03

1.712

924

2.407

Treasury Coupon Securities
912828U73

18004A

US Treasury

5,000,000.00

4,991,635.92

4,994,750.00

4,994,750.00

Aaa

AA+

1.80

1.871

75 12/15/2019

0.205

912828X96

18001A

US Treasury

5,000,000.00

4,976,559.88

4,988,650.00

4,988,650.00

Aaa

AA+

1.80

1.870

227 05/15/2020

0.612

9128282Q2

18013

US Treasury

5,000,000.00

4,950,291.51

4,985,150.00

4,985,150.00

Aaa

AA+

1.80

1.846

319 08/15/2020

0.860

9128283L2

19024

US Treasury

4,000,000.00

4,005,530.44

4,003,600.00

4,003,600.00

Aaa

AA+

1.45

1.800

441 12/15/2020

1.180

912828T34

18014

US Treasury

5,000,000.00

4,842,890.83

4,948,850.00

4,948,850.00

Aaa

AA+

1.79

1.647

730 09/30/2021

1.964

912828TY6

19021

US Treasury

5,000,000.00

5,021,597.10

5,006,850.00

5,006,850.00

Aaa

AA+

1.81

1.580

1,141 11/15/2022

3.014

912828UN8

19020

US Treasury

5,000,000.00

5,086,909.72

5,067,950.00

5,067,950.00

Aaa

AA+

1.83

1.585

1,233 02/15/2023

3.244

34,000,000.00

33,875,415.40

33,995,800.00

33,995,800.00

12.28

1.741

Subtotal

601

1.598

Corporate Coupon Securities
25468PDJ2

18012

Disney

5,000,000.00

4,951,199.06

5,034,200.00

5,034,200.00

A2

A

1.82

1.791

500 02/12/2021

1.334

68389XBB0

19003

Oracle

5,000,000.00

4,892,309.96

5,060,950.00

5,060,950.00

A1

AA-

1.83

2.021

957 05/15/2022

2.506

458140AR1

19011

Intel

5,000,000.00

5,049,543.21

5,171,950.00

5,171,950.00

A1

A+

1.87

1.847

1,032 07/29/2022

2.692

254687FJ0

19017

Disney

2,000,000.00

1,995,760.93

1,995,500.00

1,995,500.00

A2

A

0.72

1.730

1,066 09/01/2022

2.832

06406RAG2

19002

Bank of New York

5,000,000.00

4,988,028.83

5,237,900.00

5,237,900.00

A1

A

1.89

2.112

1,305 04/28/2023

3.314

19416QEC0

19015

Colgate

3,000,000.00

3,026,243.17

3,014,940.00

3,014,940.00

Aa3

AA-

1.09

1.956

1,308 05/01/2023

3.408

57636QAB0

19019

Mastercard

2,500,000.00

2,678,643.16

2,655,175.00

2,655,175.00

A1

A+

0.96

1.929

1,644 04/01/2024

4.182

27,500,000.00

27,581,728.32

28,170,615.00

28,170,615.00

10.18

1.928

7,812,544.69

7,812,544.69

7,812,544.69

7,812,544.69

2.82

1.830

7,812,544.69

7,812,544.69

7,812,544.69

7,812,544.69

2.82

1.830

Subtotal

1,063

2.758

Money Market Account
SYSPOOL101

POOL101

First Am Govt MMF
Subtotal

Aaa-m

AAAm

1
1

0.000
0.000

LGIP
LGIP

LGIP

LGIP

39,087,880.78

39,087,880.78

39,087,880.78

39,087,880.78

14.12

2.308

Subtotal

39,087,880.78

39,087,880.78

39,087,880.78

39,087,880.78

14.12

2.308

Report Total

273,320,425.47

274,249,265.97

276,910,707.27

276,910,707.27

100.05

1.855

1
1
757

0.000
0.000
1.9722

† = Duration can not be calculated on these investments due to incomplete Market price data.


Federal Agency Coupon Securities

Portfolio BOIS
AP
Run Date: 11/22/2019 - 17:51

Page 2

G4 (PRF_G4) 7.2.0
Report Ver. 7.3.6.1

Packet Pg. 302


## Corporate Coupon Securities

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<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Fund</th>
<th>Issuer</th>
<th>Par Value</th>
<th>Purchase Price</th>
<th>Remaining Cost</th>
<th>Current Rate</th>
<th>Maturity Date</th>
<th>Call Date</th>
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**Total** 27,500,000.00 27,514,300.00

## FY-2019 Purchases and Basis of Decision to Purchase

The $3 million Colgate purchase of 8/12/2019 met the ESG requirement and was used to replace a maturing Microsoft security in the 3-4 year area. The maturity of the Colgage purchase was matched to future cash outflows.

The $2 million Disney and the $2.5 million MasterCard purchases of 9/6/2019 both met minimum ESG requirements and matched expected future cash flow needs.
### Environmental, Social, and Governance Approved Corporate Issuer List

#### City of Boise Investment Policy

<table>
<thead>
<tr>
<th>Issuer Name</th>
<th>Industry Sector</th>
<th>MSCI ESG Index</th>
<th>S&amp;P Rating</th>
<th>S&amp;P Outlook</th>
<th>Moody's Rating</th>
<th>Moody's Outlook</th>
<th>Fitch Rating</th>
<th>Fitch Outlook</th>
<th>Sustainalytics Rank</th>
<th>RobecoSAM Rank</th>
<th>Avg Rank</th>
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<td>3M</td>
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</table>

**City of Boise Criteria:** Issuers’ corporate notes must be included in the iShares MSCI USA ESG ETF portfolio. Average of Sustainalytics and RobecoSAM scores must be above 60. The Sustainalytics Rank and RobecoSAM Sustainability Rank are based on a 0-100 scale, higher numbers being better; data provided by Bloomberg.
Monthly Investment Report
City of Boise Investment Pool
September 2019
Portfolio Summary
9/30/2019

SECTOR ALLOCATION

LGIP 14.3%
Corp 10.1%
Tsy 12.4%
Agy 60.5%
MMF 2.8%

ACCOUNT SUMMARY

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<th>9/30/19</th>
<th>8/31/19</th>
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</thead>
<tbody>
<tr>
<td>Market Value</td>
<td>$276,910,707</td>
<td>$286,390,070</td>
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<tr>
<td>Book Value</td>
<td>$274,249,266</td>
<td>$282,945,265</td>
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<tr>
<td>Variance</td>
<td>$2,661,441</td>
<td>$3,444,805</td>
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<td>Par Value</td>
<td>$273,320,425</td>
<td>$282,942,490</td>
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<td>Net Asset Value</td>
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<td>$101,217</td>
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<td>Book Yield</td>
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<td>2.24%</td>
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<td>Years to Maturity</td>
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<td>Effective Duration</td>
<td>1.84</td>
<td>1.39</td>
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*Book Value is Amortized

TOP ISSUERS

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<tr>
<th>Issuer</th>
<th>% Portfolio</th>
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<tbody>
<tr>
<td>Federal Home Loan Bank</td>
<td>21.7%</td>
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<tr>
<td>Federal Farm Credit Bank</td>
<td>21.3%</td>
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<tr>
<td>LGIP</td>
<td>18.8%</td>
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<tr>
<td>Federal National Mortgage Assn</td>
<td>12.2%</td>
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<tr>
<td>US Treasury</td>
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<tr>
<td>First Am Govt MMF</td>
<td>4.5%</td>
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<td>Federal Home Loan Mtg Corp</td>
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<td>Microsoft</td>
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<tr>
<td>Bank of New York</td>
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<tr>
<td>Disney</td>
<td>1.9%</td>
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<td>Oracle</td>
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MATURE DISTRIBUTION

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<th>1-2Y</th>
<th>2-3Y</th>
<th>3-4Y</th>
<th>4-5Y</th>
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<td>17.1%</td>
<td>17.1%</td>
<td>14.7%</td>
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MATURITY DISTRIBUTION

Per Book Value

MONTH-END PORTFOLIO BOOK YIELD

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</thead>
<tbody>
<tr>
<td>2.18%</td>
<td>2.21%</td>
<td>2.25%</td>
<td>2.29%</td>
<td>2.33%</td>
<td>2.37%</td>
<td>2.41%</td>
<td>2.45%</td>
<td>2.49%</td>
<td>2.53%</td>
<td>2.57%</td>
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Per Book Value

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<th>Item / Sector</th>
<th>Parameters</th>
<th>In Compliance</th>
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<tbody>
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<td>Weighted Average Maturity</td>
<td>Weighted Average Maturity (WAM) must be less than 3 years.</td>
<td>Yes: 2.06 Yr</td>
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<tr>
<td>Liquidity Fund</td>
<td>Minimum of 10% (0-3 months).</td>
<td>Yes: 22.6%</td>
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<tr>
<td>U.S. Treasuries</td>
<td>No limit, maximum maturity 10 years.</td>
<td>Yes: 12.4%</td>
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<tr>
<td>U.S. Federal Agencies</td>
<td>No limit, 35% issuer limit (FHLB, FFCB, FHLMC, FNMA), maximum maturity 10 years, must be rated by S&amp;P and Moody’s.</td>
<td>Yes: 60.5%</td>
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<tr>
<td>LGIP</td>
<td>No explicit limit per Idaho Statute 67-1226.</td>
<td>Yes: 14.3%</td>
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<tr>
<td>Money Market Fund</td>
<td>No limit, must consist of authorized investments.</td>
<td>Yes: 2.8%</td>
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<tr>
<td>Corporate Securities (Commercial Paper and Corporate Notes)</td>
<td>30% sector limit, 5% issuer limit, minimum A/A-1 (S&amp;P) and A/P-1 (Moody’s), maximum maturity of 10 years; corporation organized, controlled, and operating within the United States; on approved ESG list.</td>
<td>Yes: 10.1%</td>
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<tr>
<td>Municipal Securities</td>
<td>25% sector limit, 5% issuer limit, minimum rating of A by S&amp;P and A2 by Moody’s, maximum maturity of 10 years.</td>
<td>Yes: 0.0%</td>
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<tr>
<td>Repurchase Agreement</td>
<td>20% sector limit, 5% issuer limit, minimum rating of A by S&amp;P and A2 by Moody’s.</td>
<td>Yes: 0.0%</td>
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<td>Callable Bond Exposure</td>
<td>30% maximum.</td>
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<td>Banker’s Acceptances</td>
<td>25% sector limit, 5% issuer limit, minimum rating of A-1 by S&amp;P and P-1 by Moody’s.</td>
<td>Yes: 0.0%</td>
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</table>
### City of Boise Criteria

Issuers' corporate notes must be included in the iShares MSCI USA ESG ETF portfolio. Average of Sustainalytics and RobecoSAM scores must be above 60. The Sustainalytics Rank and RobecoSAM Sustainability Rank are based on a 0-100 scale, higher numbers being better; data provided by Bloomberg.

<table>
<thead>
<tr>
<th>Issuer Name</th>
<th>Industry Sector</th>
<th>MSCI ESG Index</th>
<th>S&amp;P Rating</th>
<th>Moody's Rating</th>
<th>Moody's Outlook</th>
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<tbody>
<tr>
<td>3M</td>
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<td>Yes</td>
<td>AA-</td>
<td>NEG</td>
<td>A1</td>
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## Historical Book Values
### 9/30/2019

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<th>FY 2018</th>
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*Figures in Millions, Average Daily Balance*
# Historical Book Values

**City of Boise Investment Pool**

**9/30/2019**

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<th>FY 2018</th>
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Figures in Millions, Average Daily Balance

Weighted Average Maturity and Book Yield
9/30/2019
City of Boise Investment Pool

18 Month Moving Average of ICE BofAML 0-3 Year Treasury Index

Weighted Average Maturity History

Month-End Book Yield vs 0-3Yr Treasury Note (18 Month Moving Avg)

18 Month Moving Average of ICE BofAML 0-3 Year Treasury Index
City of Boise Investment Pool

**Purchase YTM Per 6-Month Maturity Intervals**

9/30/2019

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<th>% of Portfolio*</th>
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<td>2.08%</td>
<td>24.39%</td>
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<td>.5 to 1.0</td>
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<td>4.5 to 5.0</td>
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*Based on Book Value

**Purchase Yield**

**Maturity Intervals**

**Bubble Size = Maturity's % of Portfolio**
### Interest Rate Shock Analysis

9/30/2019

City of Boise Investment Pool

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Next Twelve Months Maturities
9/30/2019
City of Boise Investment Pool

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Par Value in Millions

Packet Pg. 314
Historical Sector Allocation
9/30/2019
City of Boise Investment Pool

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Historical Earnings and Book Rate of Return Performance
9/30/2019

City of Boise Investment Pool

Fiscal Year-to-Date Earnings

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<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
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<td>$1,554.2</td>
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<td>$3,631.8</td>
<td>$4,123.8</td>
<td>$4,621.0</td>
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Month-End Book Rate of Return vs Benchmark

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<th>Monthly</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
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<tbody>
<tr>
<td>Book Rate of Rtn</td>
<td>1.99%</td>
<td>2.08%</td>
<td>2.12%</td>
<td>2.13%</td>
<td>2.40%</td>
<td>2.31%</td>
<td>2.36%</td>
<td>2.31%</td>
<td>2.35%</td>
<td>2.27%</td>
<td>2.21%</td>
<td>2.21%</td>
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<tr>
<td>0-3 Yr Treasury</td>
<td>1.91%</td>
<td>1.99%</td>
<td>2.06%</td>
<td>2.12%</td>
<td>2.19%</td>
<td>2.24%</td>
<td>2.24%</td>
<td>2.31%</td>
<td>2.32%</td>
<td>2.32%</td>
<td>2.30%</td>
<td>2.28%</td>
</tr>
<tr>
<td>Variance</td>
<td>0.08%</td>
<td>0.09%</td>
<td>0.06%</td>
<td>0.01%</td>
<td>0.21%</td>
<td>0.07%</td>
<td>0.12%</td>
<td>0.00%</td>
<td>0.03%</td>
<td>-0.05%</td>
<td>-0.09%</td>
<td>-0.07%</td>
</tr>
</tbody>
</table>

*Benchmark: 18 month moving average ICE BofAML 0-3yr Treasury Index
Please Note: The portfolio is a non-discretionary account and is managed on a Book Return basis and not on a Total Return basis. Total Return is a good measurement for risk and GASB31. Book Return is a better measurement for budgeting processes, which we feel is more appropriate for the City.
Investment Activity
9/30/2019

City of Boise Investment Pool

Number of Positions at Month End

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<td>36</td>
<td>35</td>
<td>36</td>
<td>40</td>
<td>40</td>
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<td>38</td>
<td>38</td>
<td>39</td>
<td>40</td>
<td>48</td>
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Purchases and Redemptions* (Excluding LGIP & MMF)

*Redemptions include maturities, calls, and sells (excluding paydowns)

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<tr>
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<th></th>
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<th></th>
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<td>2</td>
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<tr>
<td>Redemptions</td>
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<td>1</td>
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<td>1</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
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<td>1</td>
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<tr>
<td>Total Transactions</td>
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<td>2</td>
<td>2</td>
<td>5</td>
<td>3</td>
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<td>1</td>
<td>1</td>
<td>2</td>
<td>3</td>
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</table>
### City of Boise

**Portfolio Management**

**Portfolio Summary**

**September 30, 2019**

<table>
<thead>
<tr>
<th>Investments</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>% of Portfolio</th>
<th>Term</th>
<th>Days to Maturity</th>
<th>YTM 365 Equiv.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Callable Federal Agency Securities</td>
<td>10,000,000.00</td>
<td>10,021,900.00</td>
<td>9,997,834.72</td>
<td>3.65</td>
<td>1,822</td>
<td>1,320</td>
<td>2.605</td>
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<tr>
<td>Federal Agency Coupon Securities</td>
<td>154,920,000.00</td>
<td>157,821,966.80</td>
<td>155,893,862.06</td>
<td>56.84</td>
<td>1,464</td>
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<td>Treasury Coupon Securities</td>
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<tr>
<td>Corporate Coupon Securities</td>
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<td>28,170,615.00</td>
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<td>1,311</td>
<td>1,065</td>
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<td>Money Market Account</td>
<td>7,812,544.69</td>
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<td>7,812,544.69</td>
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<td>1</td>
<td>1.830</td>
</tr>
<tr>
<td>LGIP</td>
<td>39,087,880.78</td>
<td>39,087,880.78</td>
<td>39,087,880.78</td>
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<td>1</td>
<td>1</td>
<td>2.308</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>273,320,425.47</strong></td>
<td><strong>276,910,707.27</strong></td>
<td><strong>274,249,265.97</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>1,142</strong></td>
<td><strong>753</strong></td>
<td><strong>2.192</strong></td>
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**Investments**

<table>
<thead>
<tr>
<th>Total Earnings</th>
<th>September 30</th>
<th>Month Ending</th>
<th>Fiscal Year To Date</th>
<th>Fiscal Year Ending</th>
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</thead>
<tbody>
<tr>
<td>Current Year</td>
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<td>5,684,370.54</td>
<td>5,684,370.54</td>
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<td>Average Daily Balance</td>
<td>280,084,848.66</td>
<td>253,974,456.66</td>
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<tr>
<td>Effective Rate of Return</td>
<td>2.21%</td>
<td>2.24%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A detailed investment listing is available through Boise City Treasury.

David Hasegawa, Treasury Manager
6.D.7.a

City of Boise
Inventory by Maturity Report

CUSIP

Investment #

Fund

Sec.
Type Issuer

Purchase
Date

Book Current
Value
Rate

LGIP
SYSPOOL101

LGIP
POOL101

101
101

LA5
PA1

LGIP
First Am Govt MMF

10/01/2018
10/01/2018

39,087,880.78
7,812,544.69

2.308
1.830

3137EADM8
3135G0ZY2
912828U73
3135G0T29
3133EHEZ2
912828X96
3135G0D75
9128282Q2
3130ACE26
3133EHJ95
3135G0F73
9128283L2
3135G0H55
25468PDJ2
3130A7CV5
3135G0K69
313379RB7
3133EJVV8
912828T34
3130AABG2
313376C94
3135G0S38
313378WG2
68389XBB0
458140AR1
3130AC2L7
254687FJ0
3133EJZH5
912828TY6
3130AFE78
912828UN8
06406RAG2
19416QEC0

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17016A
18004A
17013A
17015A
18001A
15011A
18013
18010
17032
15024A
19024
15019
18012
16002A
16013A
17017A
18011
18014
17001A
19010
17007A
19012
19003
19011
17025A
19017
19004
19021
19007
19020
19002
19015

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MC6
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FAC
TRC
FAC
FAC
FAC
FAC
MC6
MC6
MTN
MC6
FAC
TRC
FAC
TRC
MC6
MC6

Federal Home Loan Mtg
Federal National Mortgage
US Treasury
Federal National Mortgage
Federal Farm Credit Bank
US Treasury
Federal National Mortgage
US Treasury
Federal Home Loan Bank
Federal Farm Credit Bank
Federal National Mortgage
US Treasury
Federal National Mortgage
Disney
Federal Home Loan Bank
Federal National Mortgage
Federal Home Loan Bank
Federal Farm Credit Bank
US Treasury
Federal Home Loan Bank
Federal Home Loan Bank
Federal National Mortgage
Federal Home Loan Bank
Oracle
Intel
Federal Home Loan Bank
Disney
Federal Farm Credit Bank
US Treasury
Federal Home Loan Bank
US Treasury
Bank of New York
Colgate

11/20/2015
05/31/2017
03/07/2018
03/08/2017
04/27/2017
02/16/2018
06/25/2015
08/09/2018
06/27/2018
11/17/2017
02/16/2016
09/11/2019
12/11/2015
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02/03/2017
03/13/2019
10/30/2018
02/21/2019
08/30/2017
09/06/2019
11/30/2018
09/06/2019
01/31/2019
09/06/2019
10/30/2018
08/12/2019

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2.000
2.500
2.500
3.100
2.150
1.650
2.800
1.625
3.000
2.000
3.500
2.100

Maturity
Date

10/02/2019
11/26/2019
12/15/2019
02/28/2020
04/06/2020
05/15/2020
06/22/2020
08/15/2020
09/28/2020
10/26/2020
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08/24/2022
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09/13/2022
11/15/2022
12/09/2022
02/15/2023
04/28/2023
05/01/2023

Maturity
Amount

Total
Days

Par
Value

YTM
360

Days to
365 Maturity

39,087,880.78
7,812,544.69

1
1

39,087,880.78
7,812,544.69

2.276
1.805

2.308
1.830

1
1

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918
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1,254
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3,000,000.00

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227
265
319
363
391
426
441
454
500
506
583
619
671
730
790
801
827
892
957
1,032
1,058
1,066
1,078
1,141
1,165
1,233
1,305
1,308


September 30, 2019

Portfolio BOIS
AP
Run Date: 10/07/2019 - 14:14

IM (PRF_IM) 7.1.1
Report Ver. 7.3.6.1

Packet Pg. 322

18


## Inventory by Maturity Report

City of Boise

### Subtotal and Average

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Fund</th>
<th>Sec. Type</th>
<th>Issuer</th>
<th>Purchase Date</th>
<th>Book Value</th>
<th>Current Rate</th>
<th>Maturity Date</th>
<th>Maturity Amount</th>
<th>Total Days</th>
<th>Par Value</th>
<th>YTM 360</th>
<th>YTM 365</th>
<th>Days to Maturity</th>
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<tbody>
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<td>FAC</td>
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<td>09/05/2019</td>
<td>5,960,622.59</td>
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<td>57636QABO</td>
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<td>MC6</td>
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<td>09/06/2019</td>
<td>2,678,643.16</td>
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Subtotal and Average: 274,249,265.97

Net Maturities and Average: 273,351,675.47

Portfolio BOIS AP

Run Date: 10/07/2019 - 14:14
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TO: Mayor and Council
FROM: Mike Fondino, Legal
NUMBER: RES-78-20
DATE: February 19, 2020
SUBJECT: Warehouse Lease Agreement 2729 S. Cole Road

BACKGROUND:

The Facility Program Management Division of the Public Works Department currently rents warehouse space that it uses as a storage and staging area for furniture systems as well as other miscellaneous building materials. The lease for that location has expired, and the owner does not intend on renewing it. Therefore, the Facility Program Management Division must rent a new location for storage and staging of these items. The warehouse location for rent by Star Enterprises, LLC, located at 2729 S. Cole Road in Boise, ID 83709, fits these needs.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Warehouse Lease (PDF)
CITY OF BOISE

Resolution NO. RES-78-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING A WAREHOUSE LEASE AGREEMENT, BETWEEN
THE CITY OF BOISE CITY (PUBLIC WORKS) AND STAR ENTERPRISES, LLC;
AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE
AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the lease for the warehouse space currently used by the Boise City Public
Works Department’s Facility Program Management Division for storage and staging of furniture
systems and other miscellaneous building materials has expired and the owner does not intend to
renew said lease; and

WHEREAS, there is currently warehouse space located at 2729 S. Cole Road, Boise, ID
83709, available for rent by Star Enterprises, LLC, that fits the Facility Program Management
Division’s needs; and

WHEREAS, Star Enterprises, LLC has agreed to lease the space located at 2729 S. Cole
Road, Boise ID 83709, to the city of Boise City for the use of storage and staging of furniture
systems and building maintenance materials by the Facility Program Management Division.

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

Section 1. That the Warehouse Lease Agreement, between the city of Boise City and
Star Enterprises, LLC, 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 Warehouse Lease 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.
WAREHOUSE LEASE
Dated: [Blank]

Star Enterprises, LLC, whose address is 3405 E. Overland Road, Suite 150, Meridian, ID 83642 ("Landlord") hereby leases to the City of Boise whose address is 150 N. Capitol Blvd., Boise, ID 83702 ("Tenant") and Tenant hereby leases from Landlord the "Premises" (hereinafter defined) upon all of the terms and conditions herein and hereinafter expressly provided.

ARTICLE 1
PREMISES/ PARKING

1.1 Premises
The Premises, located at 2729 S. Cole Road, Boise, ID 83709 shall comprise the area identified on the floor plan(s) attached hereto as Exhibit A and shall consist of 3,456 square feet of Tenant's Rentable Area. The Premises is located in a building (the "Building") that is a part of a project consisting of a building(s), together with related driveways, parking areas, fixtures and improvements (the "Project"). The Building is depicted on Exhibit B and attached hereto.

Subject to the terms of this Lease, Tenant shall have the non-exclusive right in common with other occupants of the Project, to use the access roads, parking areas, sidewalks, entrances, passages, and courts within the Project and the lobby areas, common restrooms, elevators, stairways, vestibules, public corridors and halls, and other facilities within the Building provided and designated by Landlord for the general use and convenience of the occupants of the Building and/or Project, as applicable (collectively, the "Common Areas").

1.2 Parking
Tenant shall have the right for the benefit of Tenant and its employees, customers and invitees to the use, without charge, on an unassigned basis, of those portions of the Common Areas designated by Landlord from time to time for parking. The Tenant is entitled seven (7) parking stalls in common with other tenants of the Project. Tenant shall be prohibited from subleasing any or all of its parking spaces. The parking spaces to be provided to Tenant shall be used for parking only by vehicles no larger than full-sized passenger automobiles or pick-up trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described in this Section, Landlord shall have the right, in addition to all other rights and remedies that it may have under this Lease, to remove, immobilize or tow away the vehicle involved without prior notice to Tenant and the cost thereof shall be paid to Landlord within ten (10) days after notice from Landlord to Tenant. Landlord has the right to utilize the parking stalls after normal business hours during the week, on weekends and holidays with 24-hour notice to Tenant. Landlord reserves the right, in Landlord's discretion, to determine whether the Building and/or Project parking facilities are becoming crowded and, in such event, to allocate parking spaces among Tenant, other tenants and visitors, and to designate employee parking areas for the Building and/or Project. Overnight parking of vehicles is prohibited unless approved, in writing by Landlord.

ARTICLE 2
LEASE TERM/CONSTRUCTION OF PREMISES

2.1 Lease Term
The Term of the Lease shall be thirty-six (36) months commencing on March 1, 2020.

2.2 Construction of Premises
The Premises Shall be delivered with all base building systems in good working order. Except as specified herein, Landlord has no obligation to improve, alter or remodel the Premises. All such installations shall immediately become and remain the property of Landlord.

2.3 Acceptance of Premises
By accepting delivery of and occupying the Premises, Tenant shall be deemed to have accepted the Premises in their conditions as of the date of such occupancy, subject to the performance of punch-list items that remain to be performed by Landlord (if any) which have been specified to Landlord as provided below. Within five (5) days of the delivery of the Premises, Tenant shall make such inspection of the Premises as Tenant deems appropriate, and, except as otherwise notified by Tenant in writing to Landlord within such period, Tenant shall be deemed to have accepted the Premises in their then condition. If, as a result of such inspection, Tenant discovers minor deviations or variations from the plans and specifications for Tenant's improvements of a nature commonly found on a "punch list" (as that term is used in the construction industry), Landlord shall promptly correct such deviations and variations upon receipt of such notice from Tenant. The existence of such
punch list items shall not postpone the Commencement Date of this Lease or Tenant's obligation to pay rent hereunder.

ARTICLE 3
PAYMENT OF RENT/ADDITIONAL CHARGES

3.1 Payment of Rent
All monies payable to Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided and Landlord shall have all rights against Tenant for default in any such payment. Rent shall be paid to Landlord in advance, on the first day of each calendar month, during the entire term of this Lease, without abatement, deduction or set-off of any kind, it being the intention of the parties that, to the fullest extent permitted by law, Tenant's covenant to pay rent shall be independent of all other covenants contained in this Lease, including without limitation, Tenant's continued occupancy of the Premises. Tenant shall pay rent when due, in legal tender of the jurisdiction in which the Building is located, at the address of Landlord as set forth, or to such other person or entity or to such other address as Landlord may designate in writing. Tenant's obligation to pay all rent due under this Lease shall survive the expiration or earlier termination of this Lease. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be prorated based on a 30-day month.

3.2 Base Monthly Rent
Tenant agrees to pay Landlord the Base Monthly Rent as shown below.

<table>
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<th>Period</th>
<th>Base Monthly Rent, excluding building operating expenses</th>
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<tr>
<td>03/01/20 – 02/28/21:</td>
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<tr>
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<td>$1,833.29</td>
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3.3 Interest Rate on Delinquencies
If Tenant fails to pay any rent when due, such unpaid amounts shall bear interest from the date due until paid at the rate of 18% per annum.

3.4 Late Payment Charge
If Tenant fails to pay any rent within 10 days of when due, Tenant shall pay to Landlord, in addition to the interest provided for in Section 3.3, a payment charge of four percent (4%) of the then-delinquent balance for each occurrence to help defray the additional cost to Landlord for processing such late payments.

3.5 Miscellaneous
These provisions for interest to be paid and late charges shall be in addition to Landlord's other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

3.6 Advance Rent
Tenant shall pay advanced rent in the amount of $2,384.64 concurrently with Tenant's execution of this Lease, which shall be a credit against the first full month of the Base Rent and Additional Rent as it becomes due.

3.7 Additional Rent
In addition to the Base Monthly Rent provided in this Article, and commencing at the same time as Base Monthly Rent commences, Tenant shall pay to the Landlord, as Additional Rent, the Tenant's share (14.06%) of Building Operating Expenses ("Tenant's Share") incurred or paid by the Landlord. The Additional Rent is estimated at $656.64 per month or $.19 per square foot per month. In the event that Premises are not separately metered, Tenant shall pay in addition to the Base Annual Rent, Power Usage set forth in Section 5.2. All amounts payable by the Tenant under this Section as Building Operating Expenses may be estimated and shall be paid in equal monthly installments in advance at the same time and place as provided herein for the payment of the monthly rent. Such payment shall initially be equal to one-twelfth (1/12th) of the total of the Landlord's reasonable estimate of the Tenant's Share for the calendar year, adjusted to reflect the Landlord's reasonable estimate of anticipated increases or decreases in the Building Operating Expenses. Within one hundred twenty (120) days of the end of each calendar year, the Landlord shall determine the actual amount of the Building Operating Expenses for the immediately preceding year and furnish the Tenant with a copy of such calculation. If the amount paid by the Tenant for that year exceeds the Tenant's Share, the Tenant shall be given a credit against the next Building Operating Expenses payment(s) due from the Tenant, or if the term of the Lease has expired, a refund. If the amount paid by the Tenant for that year is less than the Tenant's Share of the Building Operating Expenses, the Tenant shall pay to the Landlord the deficit within thirty (30) days of the receipt of the calculation. Appropriate adjustment shall be made for any period of less than one (1) full year.
The term "Building Operating Expenses" as used herein shall include all costs of operation and maintenance of the Building as determined by Landlord's accounting practices and shall include, but not be limited to, the following costs: real and personal property taxes and the Landlord's expenses in contesting any such taxes by appropriate legal proceedings; water and sewer charges; insurance premiums; electricity, gas and other utility services used in conjunction with the operation of the Building, including the Common Areas; lighting, janitorial, maintenance and repair and replacement of, with respect to the exterior of the Building, including the roof membrane and Common Areas and signage not installed by a tenant; trash removal provided by Landlord; general maintenance, repair and replacement of the equipment, components and facilities and improvements in the Building and the Common Areas; security services for the Building and the Common Areas; landscaping maintenance and replacement; parking lot maintenance, upkeep, repair, seal-coating, resurfacing, policing, sweeping and cleaning, painting, re-striping, snow removal and ice treatment; Landlord's Association assessments, if any; reasonable fees charged by a professional management company for the management of the Building; alterations required by applicable law or codes or to protect the health and safety of the tenants and other persons using the Building and Common Areas; and an administrative and overhead charge equal to ten percent (10.0%) of the total of the Building Operating Expenses.

The failure of the Tenant to pay the Tenant's Share of Building Operating Expenses within the time provided in this Lease shall constitute a default under the terms hereof in like manner as the failure of the Tenant to pay the monthly installments of the Base Annual Rent when due.

Even though the term has expired and Tenant has vacated the premises, when the final determination is made of Tenant's Share of the Building Operating Expenses for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Additional Rent previously paid and, conversely, any overpayment made shall be rebated by Landlord to Tenant.

ARTICLE 4
TAXES

4.1 Real Property Taxes
The Landlord shall pay all ad valorem real property taxes levied and assessed against the Building, subject to the obligation of the Tenant to reimburse the Landlord for the Tenant's share thereof in the Building Operating Expenses as provided in Section 3.7, above.

4.2 Tax on Rentals
If any governmental authority in any manner levies a tax on rental payable under this Lease or rentals accruing from Tenant's use of property, or a tax in any form against Landlord measured by income derived from the leasing or rental of the Premises, such tax shall be paid by Tenant either directly or through Landlord; provided, however, that Tenant shall not be liable to pay any income tax imposed on Landlord.

4.3 Personal Property Taxes
Tenant shall pay prior to delinquency all personal property taxes and business taxes with respect to all property and business activities of Tenant on the Premises and shall provide promptly upon request of Landlord written proof of such payments. If any of Tenants said personal property shall be assessed with Landlord's real property, Tenant shall pay to Landlord those taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the Taxes applicable to Tenant's property.

ARTICLE 5
SERVICES AND UTILITIES

5.1 Landlord's Obligations
The Landlord shall provide all janitorial and maintenance services with respect to the exterior of the Building and the Common Areas, the maintenance of the landscaped areas outside the Building and the maintenance of the parking lot and sidewalks. The costs and expenses of the Landlord in providing the maintenance and services described herein shall be included in the Building Operating Expenses described in Section 3.7 above. The Landlord shall not be liable for any failure to furnish or the limitation on furnishing any utilities to the Premises due to any cause whatsoever and the Tenant shall not be entitled to any damages nor shall any such failure relieve the Tenant of the obligation to pay the rent under this Lease.

5.2 Tenant's Obligations
Tenant shall contract directly with the applicable utility company for its trash, gas and electric service. In the event that Tenant fails to transfer said service to Tenant's account effective on the Lease Commencement date, the Landlord shall have the right to add a $150.00 per month, per meter
surcharge to the costs of actual gas or electric usage.

The Tenant shall pay the cost for all utilities furnished to the Premises including, but not limited to, electricity, natural gas, water, sewer, trash, telephone, security system, if any, and janitorial services with respect to the interior of the Premises, including the replacement of all light bulbs, tubes, ballasts and starters as needed. In the event that any utility or similar service used or consumed by the Tenant on the Premises is not separately metered and/or billed to the Tenant, the Tenant shall pay a portion thereof determined by prorating the cost thereof to all tenants who use or consume the utility or service based on the square footage within the tenants’ premises served thereby. Tenant shall maintain (at Tenant’s cost) minimal heating in warehouse to protect sprinkling system from freezing. In addition, the Tenant shall pay the Tenant’s Share of the Building Operating Expenses as provided in Section 3.7, above.

ARTICLE 6
SECURITY DEPOSIT

6.1 Security Deposit
Tenant has deposited with Landlord the sum of $0.00 (the “Security Deposit”) as security for the faithful performance and observance by Tenant of all the terms, covenants, conditions, provisions and agreements of this Lease. If Tenant shall default with respect to any covenant or condition of this Lease including, but not limited to the payment of rent, Landlord may, but shall not be obligated to, apply all or any part of such deposit to the payment of any sum in default or any other sum which Landlord may be required to spend or incur by reason of Tenant’s default, and, in such event, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this Lease. If Tenant has fully complied with all the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be refunded to Tenant upon Landlord’s final inspection of the Premises within thirty (30) days after Tenant has vacated the Premises and after any accrued charges for which Tenant is responsible (such as utility charges, Tenant’s share of the operating costs, and damages to the Premises) have been determined and paid in full. Tenant agrees to pay Landlord, in full, any accrued charges such as utility charges, Tenant’s share of the operating costs, and damages to the Premises. Tenant agrees that if this Security Deposit is insufficient to compensate Landlord for any damages, costs, and expenses not covered thereby, including loss of rental income during any period reasonably required to repair physical damages to the Premises or to clean the Premises, Tenant shall pay the balance thereof, immediately upon demand. Landlord shall not be required to keep the Security Deposit in a separate account and the Security Deposit shall not accrue interest to Tenant.

ARTICLE 7
USE AND OCCUPANCY

7.1 Permitted Use
The Premises shall be occupied and used only for the specific purpose of general warehouse and ancillary office usage and for no other business or purpose without the written consent of Landlord. No act shall be done in or about the Premises that is unlawful or that will increase the existing rate of insurance on the Building. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other tenant in the Building. Tenant shall not, without the written consent of Landlord, use any apparatus, machinery or device in the Premises which will cause any substantial noise or vibration about the Premises. If any of Tenant’s machines and equipment should disturb the quiet enjoyment of any other tenants in the building, then Tenant shall provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Tenant shall comply with all state, federal, and local laws, ordinances, and regulations relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the operation of the Premises or the Building, and for the preservation of good order therein.

7.2 Compliance with Environmental Laws
Tenant represents, warrants, and covenants to Landlord that:

(a) Tenant and the Premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph (h), all as amended and modified from time to time (collectively, “environmental laws”). All governmental permits relating to the use or operation of the Premises required by applicable environmental laws are and will remain in effect, and Tenant will comply with them.
(b) Tenant will not cause or permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of hazardous material, as that term is defined in subparagraph (h), on, in, under, or from the Premises. Tenant will promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, generated, manufactured, stored, treated, transported, or disposed of, on, in, under, or from the Premises; and if any hazardous material is found on the Premises, Tenant, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the hazardous material to the complete satisfaction of Landlord and the appropriate governmental authorities.

(c) Tenant will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with environmental laws. Tenant will promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Landlord. Tenant will keep the Premises free of any lien imposed pursuant to any environmental laws.

(d) Landlord will have the right at all reasonable times and from time to time to conduct environmental audits of the Premises, and Tenant will cooperate in the conduct of those audits. Landlord shall provide Tenant with a notice of such inspection no less than five (5) business days prior to the desired date and time. The audits will be conducted by a consultant of Landlord's choosing, and if any hazardous material is detected or if a violation of any of the warranties, representations, or covenants contained in this paragraph is discovered, the fees and expenses of such consultant will be borne by Tenant and will be paid as additional rent under this Lease on demand by Landlord.

(e) If Tenant fails to comply with any of the foregoing warranties, representations, and covenants, Landlord may cause the removal (or other cleanup acceptable to Landlord) of any hazardous material from the Premises. The costs of hazardous material removal and any other cleanup (including transportation and storage costs) will be additional rent under this Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable on demand by Landlord. Tenant will give Landlord, its agents, and employees access to the Premises to remove or otherwise clean up any hazardous material. Landlord, however, has no affirmative obligation to remove or otherwise clean up any hazardous material, and this Lease will not be construed as creating any such obligation.

(f) Tenant will indemnify, defend (with counsel selected by Landlord in its reasonable discretion) and hold harmless Landlord and its employees, agents, officers, and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise (including reasonable attorney fees and costs), rising out of or in any way related to the acts and omissions of Tenant, Tenant's officers, directors, employees, agents, contractors, subcontractors, subtenants, and invitees with respect to (1) the generation, manufacture, operations involving, transport, treatment, storage, handling, production, processing, disposal, release, or threatened release of any hazardous materials which are on, from, or affecting the Premises, including, without limitation, the soil, water, vegetation, buildings, and improvements on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (3) any lawsuit brought or threatened, settlement reached, or governmental order relating to such hazardous materials; and (4) any violations of laws, orders, regulations, requirements, or demands of governmental authorities, or any reasonable policies or requirements of Landlord, which are based upon or in any way related to such hazardous material including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. This indemnification will survive this Lease.

(g) At the end of this Lease, Tenant will surrender the Premises to Landlord free of any and all hazardous materials and in compliance with all environmental laws affecting the Premises.

(h) For the purpose of this section, the term "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et seq.); and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations now enacted or enacted after
this date (collectively, the "environmental laws").

(i) The provisions of this section shall be in addition to any and all obligations and liabilities Tenant may have to Landlord and/or according to common law, and shall survive this Lease. The remedies provided in this Section 7.2 are cumulative and shall be in addition to any and all remedies Landlord may have against Tenant. Nothing in Section 6.2 is intended to or shall operate as a waiver of any right Landlord may have at law or in equity.

(j) The foregoing notwithstanding, nothing in this Section 7.2 shall be deemed to make Tenant responsible or liable in any way with respect to hazardous material on the Premises or violations of environmental laws that, in either case, existed when this lease commenced or with respect to any hazardous material that may migrate onto the Premises from other property during the term of this Lease.

ARTICLE 8
DUTY TO MAKE IMPROVEMENTS OR ALTERATIONS

8.1 Duty to Make Improvements or Alterations Required by Law
Tenant, at its sole cost and expense, shall make any and all alterations, additions, or other changes or improvements to the Premises as may be required by any state, federal, or local law, ordinance, and regulation, including but not necessarily limited to the Americans with Disabilities ACT (ADA), 42 U.S.C. Section 12101 et seq. as may be required during the term of this Lease due to Tenant's specific occupancy. To the extent permitted by and without waiving any of the protections immunities or defenses available to it under Idaho Law, Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, officers, and directors from and against any claims, demands, penalties, fines, settlements, damages, costs or expenses (including reasonable attorney fees and costs), arising out of the Tenant's failure to fulfill its obligation under this paragraph. Landlord makes no representations or warranties with respect to the condition of the Premises or the need to make any alterations, additions, changes, or improvements as contemplated herein, and Tenant accepts the Premises as is.

8.2 ADA Compliance
Without limiting any other provisions of this Lease, Tenant shall at Tenant's sole cost and expense (but subject to Landlord's prior written approval, which shall not be unreasonably withheld), make each and every alteration or addition to the Premises required to bring the Premises into compliance with the requirements imposed by the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and any regulations promulgated pursuant thereto effective from time to time during the term of this Lease, and any period of holding over by Tenant ("ADA Requirements"), if
(a) The requirement for such alteration or addition arises as a result of:
   (1) Any alteration or addition by Tenant;
   (2) Any violation by Tenant of any ADA Requirements;
   (3) A special use of the Premises or any part thereof by Tenant or any assignee or subtenant of Tenant (including but not limited to use for a facility which constitutes, or if open to the public generally would constitute, a "place of public accommodation" under the ADA Requirements); or
   (4) The special needs of the employee(s) of Tenant or any assignee or subtenant of Tenant.
(b) The ADA requirements would otherwise make Tenant rather than Landlord primarily responsible for making such alteration or addition provided that Tenant is provided notice of such requirement.

ARTICLE 9
CARE OF PREMISES

9.1 Landlord's Obligations
The Landlord shall be responsible for any structural repairs to the Building. In addition, and subject to the inclusion of the costs in the Building Operating Expenses, the Landlord shall be responsible for the maintenance and repair of the exterior walls and structural portion of the roof of the Building, except the roof membrane, and for any repairs or maintenance of the Common Areas. As used herein, "exterior walls" shall not be deemed to include store front(s), plate glass, window cases, or window frames, doors or doorframes and appurtenances. The Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment or facilities which exclusively serve the Premises except as provided in this Lease. It is further understood and agreed that the Landlord shall not
be required to make repairs or perform any maintenance with respect to the Building, the Premises or the Common Areas necessitated by reason of the failure of the Tenant or intentional act of the Tenant or anyone actually affiliated with the Tenant, or by reason of the failure of the Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions or improvements made by the Tenant or anyone claiming under the Tenant. The Tenant shall, at the Tenant’s sole cost and expense, repair any and all damage to those portions of the Building, the Premises or the Common Areas to be repaired or maintained by the Landlord resulting from the acts or omissions of the Tenant, the Tenant’s employees, agents, contractors, licensees or invitees. The Landlord shall retain the option of having the Landlord’s contractor repair and maintain the sprinkler system, if any, in the Premises at the Tenant’s expense. The Landlord shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of the Landlord unless the Tenant has previously notified the Landlord, in writing, of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant’s written notification.

9.2 Tenant’s Obligations
Tenant shall accept the Premises in “as is” condition as of the date of Commencement Date of this Lease and Tenant acknowledges that the Premises in such condition are in good, sanitary order, condition and repair. Tenant shall, at Tenant’s sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord’s obligation), including without limitation, the maintenance, replacement and repair of any storefront, doors, overhead doors, window casements, glazing, heating and air conditioning system (when there is an air conditioning system, Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system), plumbing, pipes, electrical wiring and conduits. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant’s use of the Premises shall be repaired at the sole cost and expense of Tenant.

9.3 Alterations
Tenant shall not make any alterations, additions or improvements in or to the Premises, or make changes to locks on doors, or add, disturb or in any way change any plumbing, communication cabling or wiring without first obtaining the written consent of Landlord, and, where appropriate, in accordance with plans and specifications approved by Landlord and all local, state and federal laws, regulations, ordinances, codes, rules and requirements.

9.4 Special Improvements
Tenant shall reimburse Landlord's costs of making all special improvements requested by Tenant, including, but not limited to, counters, partitioning, electrical and telephone outlets and plumbing connections other than as shown on an exhibit or other attachment hereto as being furnished by Landlord; provided, however, Tenant shall not be obligated to pay for the cost of any such special improvements made without a written request therefore by Tenant to Landlord.

9.5 Surrender of Possession
Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord.

9.6 Removal of Property
Any trade fixtures, equipment, or other personal property installed in the Premises by the Tenant and not affixed to the walls, ceiling, floors, or other part thereof, shall remain the property of the Tenant, and providing that the Tenant is not in default of performance of this Lease, they may be removed by the Tenant at any time during the term hereof.

Those trade fixtures or equipment which must necessarily be affixed to the walls, ceiling, floors, or other part of the Premises in such manner that damage thereto will result from the installation or removal thereof, shall not be installed without the prior consent in writing and approval of the manner of installation by the Landlord. If so installed, they shall remain a part of the Premises and not be removed there from unless the Landlord shall demand their removal, in which event they shall promptly be removed by the Tenant, and the Tenant shall be responsible for repair of all damage to any part of the Premises occasioned by their installation or removal, or if the Tenant removes the fixture and properly repairs the area from which the fixture was removed in such a way that the area is returned to the original “as is” condition of the premises. If Tenant shall fail to remove any other property of any nature whatsoever from the Premises or the
Building at the termination of this Lease, or when Landlord has the right of re-entry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner as such times and places as Landlord, in its sole discretion, may deem proper, without notice to Tenant, and shall apply the proceeds of such sale as follows: first, to the cost and expense of such sale, including reasonable attorney's fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the term hereof; and, fourth, the balance, if any, to Tenant.

9.7 Holdover
If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Idaho. During such tenancy, Tenant agrees to pay to Landlord 1.5 times the rate of base rental as set forth herein, including increases or decreases as provided for in this Lease, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

9.8 End of Lease
Upon termination of this Lease, or when Landlord has the right of re-entry, any such alterations, additions or improvements made by Tenant, which still remain, shall be considered a part of the Building, shall remain therein and shall automatically, without the requirement of any further action by Tenant, become the property of Landlord, unless Landlord shall request their removal, in which event they shall be promptly removed by Tenant and the Premises shall be restored to substantially the condition existing on the date of this Lease, normal usage and wear excepted. All damage or injury done to the Premises by Tenant or by any persons who may be in or upon the Premises with the consent of Tenant, including the cracking or breaking of glass of any windows and doors, shall be paid for by Tenant, and Tenant shall pay all damage to the Building caused by Tenant's misuse of the Premises or the appurtenances thereto. If Tenant refuses or neglects to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant five (5) days written notice of Landlord's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant as additional rent and shall be due promptly upon receipt of a bill therefore. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent. Tenant shall not put any curtains, draperies or other hangings on or beside the windows in the Premises without first obtaining Landlord's consent. All normal repairs necessary to maintain the Premises in a tenantable condition shall be done by or under the direction of Landlord and at Landlord's expense except as otherwise provided herein. Landlord shall be the sole judge as to what repairs are both reasonable and necessary. However, Landlord is required to provide an estimate of such repairs prior to beginning work as well as the reasons for which the repairs are necessary to return the premises back to its original "as is" condition. Aside from complying with relevant state and federal laws, as outlined herein, nothing within this section shall make the Tenant responsible for repairs of conditions that existed at the beginning of the lease when the premises was in "as is" condition.

ARTICLE 10
ACCESS

10.1 Access
Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Premises or Building. However, when such entry is solely for inspection purposes and not as a result of an asset or life threatening event, Landlord shall provide Tenant with written notice five (5) business days in advance of the desired entry date. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Tenant by reason of such closure and without such action by Landlord being construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. However, when closures are for reasons other than of an emergency nature, notices of such closures shall be provided to Tenant five (5) business days prior to the beginning of such closure. Landlord shall have the right to require Tenant to exclusively use service or delivery access routes as designated.
by Landlord from time to time. Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective tenants within the period of 90 days prior to the expiration or earlier termination of the Term of the Lease.

ARTICLE 11
DAMAGE OR DESTRUCTION

11.1 Damage or Destruction
If the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other unavoidable casualty, Landlord may, at its option, restore the Premises to their previous condition, and in the meantime, the monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; but unless Landlord, within thirty (30) days after the happening of any such casualty shall notify Tenant of its election to so restore the Premises, this Lease shall thereupon terminate and end.

If the Building shall be destroyed or damaged by fire or other casualty insured against under Landlord's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in case the Building shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, notwithstanding that the Premises may be unaffected directly by such destruction or damage, Landlord may, at its election, terminate this Lease by notice in writing to Tenant within sixty (60) days after such destruction or damage. Such notice shall be effective thirty (30) days after receipt thereof by Tenant.

ARTICLE 12
INSURANCE

12.1 Waiver of Subrogation
Whether the loss or damage is due to the negligence of either Landlord or Tenant, their agents or employees, or any other cause, except willful destruction or damage, Landlord and Tenant do each herewith and hereby release and relieve the other from responsibility for, and waive their entire claim of recovery for (i) any loss or damage to the real or personal property of either located anywhere in the Building, including the Building itself, arising out of or incident to the occurrence of any of the perils which may be covered by their respective fire and casualty insurance policies, with extended coverage endorsements, or (ii) loss resulting from business interruption at the Premises or loss of rental income from the Building, arising out of or incident to the occurrence of any of the perils which may be covered by the business interruption insurance policy and by the loss of rental income insurance policy held by Landlord or Tenant. Each party shall use reasonable efforts to cause its insurance carriers to consent to such waiver to waive all rights of subrogation against the other party.

12.2 Indemnification
To the extent permitted by and without waiving any of the protections immunities or defenses available to it under Idaho Law, Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, officers, and directors from and against any claims, demands, penalties, fines, settlements, damages, costs or expenses (including reasonable attorney fees and costs), arising from any act, omission or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in and about the Premises.

Landlord acknowledges and agrees that the liability of Tenant is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended.

Landlord shall not be liable for any loss or damage to personal property sustained by Tenant, or other persons, which may be caused by the Building or the Premises, or any appurtenances thereto, being out of repair, or by the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any Tenant or occupant of the Building, or of any other person, or by any other cause of whatsoever nature, unless caused by the gross negligence or willful misconduct of Landlord.

12.3 Insurance Coverage
Tenant at all times shall provide and keep in force, self-insurance, in the amount set out by Idaho Law, of five hundred thousand dollars ($500,000.00) per occurrence, as specified in the Idaho Tort Claims Act, Title 6, Chapter 9 of the Idaho Code. Additionally, Tenant shall, at its sole cost and expense, throughout the term of the Lease, obtain and maintain insurance for the mutual benefit of both Tenant and Landlord, that covers all additional claims not governed by the Idaho Tort Claims Act. Tenant shall provide a certificate of insurance to Landlord naming Landlord as an additional insured. This additional policy shall have the following limits and coverage:

- Bodily Injury and Property Damage Liability
  - $1,000,000 each occurrence combined
- Personal Injury Liability
$1,000,000 each occurrence
Products – Completed Operations
$1,000,000 each occurrence
General Aggregate Limit
$2,000,000 each occurrence

Landlord and Landlord’s managing agent, The Sundance Company, shall be named as an Additional Insured along with any financial lending institutions if required by such lenders.

The policy shall be on a primary occurrence form non-contributory to insurance carried by Landlord. Contractual Liability covering liability assumed under this Lease shall be a part of the coverage provided by Tenant’s policy.

Tenant shall, upon the Commencement Date of this Lease and thereafter within thirty (30) days prior to the expiration or change of each such policy, promptly deliver to Landlord certified copies or other evidence of such policies and evidence of satisfactory to Landlord that all premiums have been paid and all policies are in effect.

ARTICLE 13
ASSIGNMENT/ SUBLetting

13.1 Assignment and Subletting
Tenant shall not assign this Lease nor sublet the whole or any part of the Premises without first obtaining Landlord’s written consent which shall not be unreasonably withheld or conditioned. No such assignment or subletting shall relieve Tenant of any liability under this Lease. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

In no event shall any proposed subtenant or assignee be a then-existing tenant or occupant of any building owned or managed by the Landlord. Any proposed subtenant shall not be an entity with whom Landlord or its agent is negotiating and to or from whom Landlord, or its agent, has given or received any written or oral proposal within the past twelve (12) months regarding a lease of space in the Building or the business park in which the Building is located.

Tenant shall not publicly advertise the rate for which Tenant is willing to sublet the space; and all public advertisements of the assignment of the Lease or sublet of Premises, or any portion thereof, shall be subject to prior approval in writing by Landlord, such approval not to be unreasonably withheld or delayed. Said public advertisements shall include, but not be limited to the placement or display of any signs or lettering on: (i) the exterior of the Premises; (ii) on the glass or any window or door of the Premises, or (iii) in the interior of the Premises if it is visible from the exterior.

Tenant shall pay to Landlord Landlord’s then standard processing fee, any taxes or other charges imposed upon Landlord or the Project as a result of such assignment or sublease, and shall reimburse Landlord for all costs, including the reasonable fees of attorneys, architects or other consultants incurred by Landlord in connection with such assignment or sublease, whether or not such proposed assignment or sublease is consented to by Landlord.

If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of, or power to vote, the majority of its outstanding voting stock, shall constitute an assignment for the purpose of this section.

If Tenant transfers, sublets or assigns its interest in this Lease, then Tenant shall pay to Landlord, as additional rent, an amount equal to 50% of all excess rent (if any) resulting from such transfer, sublease or assignment, in its cash equivalent within five (5) days of when received by Tenant. For purposes of this section, “excess rent” shall include all economic benefit to Tenant, however characterized, including, but not limited to, rent, key money, debt relief or forbearance, or bartered goods or rights.

ARTICLE 14
LIENS/ INSOLVENCY

14.1 Liens and Insolvency
Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver or assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate Tenant’s right of possession under this Lease at Landlord’s option.

ARTICLE 15
DEFAULT

15.1 Default
Time is of the essence hereof. If at any time the rent reserved herein shall become in arrears and be unpaid for a period of ten (10) days after written
demand for the payment thereof (provided, however, that no such notice shall be required if Tenant has been in default of its obligation to pay rent more than once in any twelve (12) month period), or if Tenant shall default in the performance of any of the other terms, covenants and provisions of this Lease on its part to be performed within twenty (20) days after written demand for the performance thereof, or if the demised premises become vacant or deserted while no rent is being paid, or if Tenant files or has filed against it in any court pursuant to any statute, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant's property, whereby all or any portion of the Premises covered by this Lease or any improvement thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance of filing of the same, then, and in such event, Landlord shall have the right to terminate this Lease and the term hereof, as well as all of the right, title and interest of Tenant hereunder, by giving Tenant not less than the aforementioned ten (10) days' notice in writing for default on rent and not less than the aforementioned twenty (20) days' notice in writing for all other defaults of such intention and upon the expiration of the time fixed in such notice (if such default shall not have been cured), this Lease and the term hereof, as well as all the right, title and interest of Tenant hereunder, shall wholly terminate in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed by such latter notice were the expiration of the term herein originally granted, and Landlord enter into and/or repossess said Premises, either by force or summary proceedings, or otherwise, and Tenant hereby expressly waives service of notice of intention to re-enter or to institute legal proceedings to that end.

In the event of a cancellation or termination hereof by either the issuance of a dispossessory warrant or summons, or the service of a notice of termination as hereinabove provided, or otherwise, Tenant shall, nevertheless, remain and continue liable to Landlord in a sum equal to all of the Base Annual Rent, all Operating Costs, including increases, and all additional charges for the balance of the term; and Landlord may re-enter said Premises, using such force for that purpose as may be necessary without being liable to any prosecution for said re-entry or for the use of such force, and Landlord may repair or alter said Premises in such manner as to Landlord may seem necessary or advisable, and/or let or relet said Premises or any or all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer or shorter period, in Landlord's name or otherwise, and, out of any rent so collected or received, Landlord shall first pay to itself the expense and cost of retaking, repossessing, repairing and/or altering said Premises and the expenses of removing all persons and property there from; second, pay to itself any cost or expense sustained in securing any new tenant or tenants; and third, to pay to itself any balance remaining and apply the whole said balance, or so much thereof as may be required, toward payment of the liability of Tenant to Landlord for the sum equal to the rents reserved herein and then unpaid by Tenant for the remainder of the term. Any entry or re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Tenant from liability hereunder. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their legal meaning. The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages or otherwise; however, either Landlord or Tenant shall and may seek to relet said Premises to mitigate the damages of Tenant.

Should any rent so collected by Landlord after the payments aforesaid be insufficient fully to pay to Landlord a sum equal to all rent and other charges herein reserved, the balance or deficiency shall be paid by Tenant following receipt of notice from Landlord of the amount of such balance or deficiency that is due. Upon each of the rent days above specified in Article 3 and 4, Tenant shall pay to Landlord the amount of said deficiency then existing and shall remain liable for any portion thereof not so paid; and the right of Landlord to recover from Tenant the amount of such deficiency, or a sum equal to the amount of all rent and other charges herein reserved if there shall be no reletting by Landlord, shall survive the issuance of any dispossessory warrant or other termination of the term hereof.

Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder may be brought by Landlord, from time to time at Landlord's election, and nothing herein contained
shall be deemed to require Landlord to await the
date whereon this Lease or the term hereof would
have expired by limitation had there been no such
default by Tenant or no such termination. Rather,
Landlord shall have the right to recover from Tenant
(in addition to past-due rent and other sums then
owing) the total amount of Base Annual Rent which
would be payable over the then remaining term of
this Lease, plus any increased amount of Additional
Rent provided for pursuant to Section 3.8 of this
Lease for each month then remaining in the term of
this Lease, which increased rent shall be equivalent
to the average additional rent paid by Tenant (or
owing) for the twelve (12) month period preceding
the vacation of the Premises by Tenant.

Tenant hereby expressly waives any and all rights of
redemption granted by or under any present or
future laws in the event of Tenant being evicted or
dispossessed for any cause, or in the event of
Landlord obtaining possession of demised
Premises, by reason of the violation of Tenant of
any of the covenants and conditions of this Lease.

Upon expiration or sooner termination of this Lease,
all improvements and additions to the Premises
shall become the property of Landlord as provided
in Section 9.8.

ARTICLE 16
PRIORITY

16.1 Priority
Tenant agrees that this Lease shall be subordinate
to any first mortgage or deed of trust now existing or
that may hereafter be placed upon the Premises or
the Building containing the same, and to any and all
advances to be made thereunder, and to the
interest thereon, and all renewals, replacements
and extensions thereof; provided the mortgagee or
beneficiary named in said mortgage or deed of trust
shall agree to recognize this Lease in the event of
foreclosure if Tenant is not in default thereunder.
Within fifteen (15) days after written request from
Landlord, Tenant shall execute any documents that
may be necessary or desirable to effectuate the
subordination of this Lease to any such mortgage or
deed of trust.

ARTICLE 17
NON-WAIVER

17.1 Non-waiver
Waiver by Landlord of any breach of any term,
covenant, or condition herein contained shall not be
demed to be a waiver of such term, covenant or
condition; or of any subsequent breach of the same
or any other term, covenant or condition herein
contained. The subsequent acceptance of rent
hereunder by Landlord shall not be deemed to be a
waiver of any preceding breach by Tenant of any
term, covenant or condition of this Lease, other than
the failure of Tenant to pay the particular rent so
accepted, regardless of Landlord's knowledge of
such preceding breach at the time of acceptance of
such rent.

ARTICLE 18
EMINENT DOMAIN

18.1 Eminent Domain
If all of the Premises or such portions of the Building
as may be required for the reasonable use of the
Premises are taken by eminent domain, this Lease
shall automatically terminate as of the date Tenant
is required to vacate the Premises, and all rent shall
be paid to that date. In case of a taking of a part of
the Premises, or a portion of the Building not
required for the reasonable use of the Premises,
then this Lease shall continue in full force and
effect, and the rental shall be equitably reduced
based on the proportion by which the floor area of
the Premises is reduced, such rent reduction to be
effective as of the date possession of such portion
is delivered to the condemning authority. Landlord
reserves all rights to damages to the Premises for
any taking by eminent domain, and Tenant hereby
assigns to Landlord any right Tenant may have to
such damages or award, and Tenant shall make no
claim against Landlord for damages for termination
of the leasehold interest or interference with
Tenant's business. Tenant shall have the right,
however, to claim and recover from the condemning
authority compensation for any loss to which Tenant
may be put for Tenant's moving expenses and for
the interruption of or damage to Tenant's business,
provided, that such damages may be claimed only if
they are awarded separately in the eminent domain
proceeding and not as part of the damages
recoverable by Landlord.

ARTICLE 19
NOTICES

19.1 Notices
Any notice authorized to be given from Landlord to
Tenant or from Tenant to Landlord shall be
sufficiently served or given for all purposes if
delivered personally or if sent by United States
certified mail, return receipt requested, email (with
delivery receipt) or reputable overnight carrier,
addressed to the party in question at their address
as defined herein.

Landlord:
Star Enterprises, LLC
c/o The Sundance Company
3405 E. Overland Road, Suite 150
Meridian, ID, 83642

Tenant:
Public Works Facility Services
ATTN: Yorick de Tassigny
City of Boise
150 N. Capitol Blvd.
Boise, ID 83702

For the purposes of this Lease, a notice served hereunder shall be deemed to have been delivered on the date mailed, as indicated by the postal service postmark on the certified mail receipts or on the envelope containing the notice.

ARTICLE 20
ATTORNEY'S FEES
20.1 Attorney's Fees
If either party hereto defaults in any manner or fails to fulfill any and all provisions of this Lease, and if the nondefaulting party places this Lease with an attorney to exercise any of the rights of the nondefaulting party upon such default or failure, or if suit be instituted or defended by the nondefaulting party by reason of, under or pertaining to such default or failure, then the nondefaulting party shall be entitled to recover reasonable attorney's fees, costs and expenses from the defaulting party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Lease.

ARTICLE 21
LANDLORD'S LIABILITY
21.1 Landlord's Liability
Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Landlord personally or the assets of Landlord, except Landlord's interest in the Premises and Building, but are made and intended for the purpose of binding only the Landlord's interest in the Premises. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or its stockholders, agents or employees, and their respective heirs, legal representatives, successors and assigns on account of the Lease or on account of any covenant, undertaking or agreement of Landlord in this Lease contained. In the event this Lease is assigned by Landlord, Landlord's liability hereunder shall terminate upon the effective date of said assignment.

ARTICLE 22
SUBORDINATION AND ATTONMENT;
ESTOPPEL
22.1 Tenant Subordinate
Tenant covenants and agrees, on the terms and conditions provided in this Section, that this Lease shall be subordinate to any mortgage or deed of trust that now or hereafter shall encumber the Premises.

22.2 Tenant Attonment
Tenant shall attorn to any mortgagee, secured party, or purchaser who shall acquire title to the Premises, and this Lease shall continue in full force and effect between Tenant, mortgagee, secured party, or purchaser, or their legal successor in interest.

22.3 Estoppel Certificate
Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord a written statement certifying (i) that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification); (ii) that the Lease has not been cancelled or terminated; (iii) the last date of payment of the Rent and other charges and the time period of the Rent and other charges covered by that payment which have not been paid more than one (1) month in advance; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, a statement supporting that claim); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Premises may reasonably require, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of Landlord's interest or a mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Building. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be considered in default of this Lease. Tenant's failure to timely execute, acknowledge and deliver the requested estoppel certificate shall be a representation and warranty by Tenant that all of the requested information in the estoppel certificate is true, including but not limited to that the Lease is unmodified, in full force and effect, and the Landlord is not in default.
ARTICLE 23
GENERAL PROVISIONS

23.1 Time of the Essence
In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular time or within an indicated period, it is understood and agreed that time is of the essence.

23.2 Waiver of Jury Trial
Landlord and Tenant hereby agree that each of them shall waive trial by jury in any action, proceeding or counterclaims brought by either Landlord or Tenant against the other. This waiver applies to any matters whatsoever arising out of or in any way connected with this Lease, or the relationship of Landlord and Tenant, or Tenant's use of the Premises, or any emergency statute, or any remedy authorized by statute.

23.3 Successors
Except as otherwise specifically provided, the terms, covenants, and conditions, contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assigns of the parties to this Lease.

23.4 Joint and Several Liability
If there is more than one Tenant, the obligations imposed by this Lease upon Tenant shall be joint and several. If there is a guarantor of Tenant's obligations, the obligations imposed on Tenant shall be joint and several obligations of Tenant and such Guarantor. Landlord need not first proceed against the Tenant before proceeding against such Guarantor. The Guarantor shall not be released from its guaranty for any reason whatsoever including amendments to the Lease, waivers of default of Tenant, failure to give the Guarantor any notices to be given Tenant, or release of any party liable for payment of Tenant's obligations under this Lease.

23.5 Merger
The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Landlord and Tenant shall not work a merger and shall, at Landlord's option, terminate all or any subleases or subtenancies. Landlord's option shall be exercised by notice to Tenant and all known tenants under any sublease or subtenancy.

23.6 Entire Agreement - Captions
This Lease contains the entire agreement of the parties. No representations, promises, or agreements oral or otherwise between the parties not contained in this Lease shall be of any force and effect. Neither this Lease nor any provisions hereof may be changed, waived, discharged, or terminated except in writing executed by Landlord and Tenant. The captions for Lease Sections are for convenience only and shall have no effect upon the construction or interpretation of any part of this Lease.

23.7 Severability
The illegality, invalidity or unenforceability of any term, condition, or provision of the Lease shall in no way impair or invalidate any other term, condition, or provision of the Lease. All such other terms, conditions, and provisions shall remain in full force and effect.

23.8 Building Name
Landlord has the right, after thirty (30) days' notice to Tenant, to change the name or designation of the Building without liability to Tenant and if required by the United States Post Office or other governmental agency address changes will be completed without 30-day notice to Tenant.

23.9 Advertising
Tenant shall not inscribe any inscription or post, place or in any manner display and sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the Premises or Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner termination of this Lease, and Tenant shall repair any damage to the Premises or the Building caused thereby.

23.10 Brokerage Commissions
Tenant and Landlord each represents and warrants that it has dealt with no broker, agent or finder in account of this Lease, other than the broker, Devin Ogden of Colliers International (the "Broker"), set forth in a letter of acknowledgment from Tenant to Landlord. Landlord and Tenant each agrees to defend, indemnify, and hold harmless the other from and against any and all claims, damages, and costs, including attorney's fees, in connection with any claim for brokerage, finder's, or similar fees, or compensation related to this Lease other than from the Broker, which may be made or alleged as a result of acts or omissions of that party. The Landlord shall not be responsible for the payment of leasing commissions for any future
renewal periods. If applicable, the payment of any renewal commissions for Tenant representation shall be the Tenant's responsibility.

23.11 Authorization to Sign Lease
If Tenant is a corporation, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with Tenant's bylaws or a duly adopted resolution of Tenant's Board of Directors, and that the Lease is binding upon Tenant in accordance with its terms. Tenant shall concurrently with its execution of the Lease deliver to Landlord, upon its request a certified copy of such bylaws or the resolution of its Board of Directors authorizing the execution of the Lease. If Tenant is a partnership or trust, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with the terms of the partnership or trust agreement, respectively, and that the Lease is binding upon Tenant in accordance with its terms. Tenant shall concurrently with its execution of the Lease deliver to Landlord, upon its request, such certificates or written assurances from the partnership or trust as Landlord may request authorizing the execution of the Lease.

23.12 Governing Law
This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

23.13 Force Majeure
Time periods for Landlord's performance under this Lease, including services to be furnished by Landlord as provided for in this Lease, shall be extended for periods of time during which Landlord's performance is prevented due to circumstances beyond Landlord's control. This would include, without limitation, strikes, embargoes, repairs, alterations, governmental action, acts of God, war, terrorism, crime or other strife. Landlord shall not be liable for any costs or damages incurred by Tenant due to such circumstances. Suspension or interruption of any services provided by Landlord shall not result in any abatement of rent, be deemed an eviction, or relieve Tenant of any obligation under this Lease.

23.14 Recordation
Tenant shall not record this Lease or memorandum hereof.

23.15 Binding Effect
Submission of this instrument for examination or signature by Tenant does not constitute an offer to lease, or a reservation of or option for a lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

23.16 Interpretation
Although this Lease was initially drafted by representatives of The Owner, Landlord and Tenant acknowledge to each other that both they and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Lease or any amendments or exhibits hereto.

23.17 Building Regulations
Tenant shall obey all Rules and Regulations of the Building as imposed by Landlord and set forth in Exhibit D and incorporated as a part of this Lease. The Rules and Regulations are in addition to and shall not be construed to modify or amend this Lease in any way. Landlord shall have the right to make changes or additions to such Rules and Regulations provided such changes or additions, except those affecting the safety and operation of the Building or the Premises, do not unreasonably affect Tenant's use of the Premises. Landlord shall not be liable for failure of any tenant to obey such Rules and Regulations. Failure by Landlord to enforce any current or subsequent Rules or Regulations against any Tenant of the Building shall not constitute a waiver thereof.

23.18 Month-to-Month Tenants
All tenants on a month-to-month tenancy must give Landlord thirty (30) days' written notice prior to vacating the Premises.

23.19 Exhibits, Riders and Addendum
This Lease shall be inclusive of the Exhibits and Addendum as specified below, all of which are made a part hereof as though fully set forth herein.

Exhibit A: Premises
Exhibit B: Project
Exhibit C: Work Letter
Exhibit D: Rules & Regulations
Exhibit E: Signage
Exhibit F: Addendum

[signature page to follow]
IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease on the day and year first above written.

LANDLORD:

Star Enterprises, LLC

By: its General Partner

THE SUNDANCE COMPANY

______________________________
Michael Reich
Its: Authorized Agent

TENANT:

City of Boise

______________________________
Name __________________________
Its __________________________
EXHIBIT A

2729 S. Cole Road, Boise, ID
Building 2, in South Cole Business Park
Floor Plan 3,456 SF
EXHIBIT C
WORK LETTER AND CONSTRUCTION AGREEMENT

Tenant shall Lease Premises from Landlord in its current "As-Is" Condition.

Tenant shall be solely responsible for the suitability for the Tenant's needs and business of the design and function of the Tenant Improvements. Tenant shall be responsible for obtaining any necessary Certificate of Occupancy. Tenant shall also be responsible for procuring or installing in the Premises any trade fixtures, equipment, furniture, furnishings, telephone equipment or other personal property ("Personal Property") to be used in the Premises by Tenant, and the cost of such Personal Property shall be paid by Tenant. Tenant shall conform to the Project wiring standards in installing any telephone equipment and shall be subject to any and all rules of the site during construction.
EXHIBIT D

Building Rules and Regulations.

1. Tenant shall not obstruct or interfere with the rights of other tenants of the Building, or of persons having business in the Building, or in any way injure or annoy such Tenants or persons.

2. Tenant shall not use the Building for lodging, sleeping, cooking (other than using a microwave) or for any immoral or illegal purpose or for any purpose that will damage the Building or the reputation thereof or for any purposes other than those specified in the Lease.

3. Tenant shall store pallets inside Tenant's Premises and dispose of used pallets at Tenant's own expense. Tenant shall not store parts, drums, barrels, manufacturing materials or finished goods outside Tenant's Premises without prior written approval by Landlord.

4. Tenant shall not place or use any inflammable, combustible, explosive or hazardous fluid, chemical, device, substance or material in or about the Building without the prior written consent of Landlord, except for properly stored painting supplies. Tenant shall comply with all rules, orders, regulations, and requirements of the applicable Fire Rating Bureau, or any other similar body, and Tenant shall not permit any object to be brought or kept in the Building that shall increase the rate of fire or casualty insurance on the Building or on property located therein.

5. Tenant shall not install for use in the Building, on exterior walls or roof, any air conditioning unit, engine, boiler, generator, machinery, heating unit, stove, water cooler, ventilator, radiator, radio or television antenna, loud speaker, microwave dish, or any other similar apparatus without the prior written consent of Landlord and then only as Landlord may direct.

6. Tenant shall not use the washrooms, restrooms, and plumbing fixtures of the Building, and appurtenances thereto, for any other purpose that the purposes for which they were constructed and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein.

7. Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Building, without the prior written consent of Landlord and as Landlord may direct. Upon removal of any wall decorations or installations of floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense. Without limitation upon any of the provisions of the Lease, Tenant shall refer all contractor representatives, installation technicians, janitorial workers and other mechanics, artisans, and laborers rendering any service in connection with the repair, maintenance, or improvement of the Premises to Landlord for Landlord's supervision, approval, and control before performance of any such service. This Paragraph 7 shall apply to all work performed in the Building, including without limitation installation of telephones, computers, electrical, and electronic devices of any kind and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment, or any other portion of the Building. Plans and specifications for such work, prepared at Tenant's sole expense, shall be submitted to Landlord and shall be subject to Landlord's prior written approval in each instance before the commencement of work. All installations, alterations, and additions shall be constructed by Tenant in a good and professional manner and only good grades of materials shall be used in connection therewith. The means by which telephone, computer and similar wires are to be introduced to the Premises and the location of telephones, call boxes, and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.

8. Landlord shall have the right to prohibit any publicity, advertising, or use of the name of the Building by Tenant, which in Landlord's opinion tends to impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from or discontinue any such publicity, advertising, or use of the Building name.

9. All keys to the exterior doors of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such keys. Tenant shall not make duplicate copies of such keys. Tenant shall not install additional locks or bolts of any kind upon any of the doors or windows of or within the Building nor shall Tenant make any changes in existing locks or

Page 20 of 24
mechanisms thereof. Tenant shall upon the termination of its tenancy provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Landlord all keys to the Building, the Premises and all interior doors, cabinets, and other key controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such a change.

10. For purposes hereof, the terms “Landlord”, “Tenant”, “Building” and “Premises” are defined in the Lease to which these Rules and Regulations are attached. Wherever Tenant is obligated under these Rules and Regulations to do or refrain from doing an act or thing, such obligation shall include the exercise by Tenant of its best efforts to secure compliance with such obligation by the servants, employees, contractors, jobbers, agents, invitees, licensees, guests and visitors of Tenant. The term “Building” shall include the Premises and any obligations of Tenant hereunder with regard to the Building shall apply with equal force to the Premises and to other parts of the Building.

11. In the event that the Tenant and Landlord determine it is necessary for the Tenant to have its own dumpster, then the Tenant will pay for it at its own expense and it must be kept within its own leased space.

12. Each tenant shall be allocated telephone lines based upon the percentage of building occupied. If a tenant desires more lines than allocated, the tenant may bring in the additional lines for his exclusive use at its expense.

13. Non-Smoking Policy
   a. Buildings, Facilities, Areas Occupied by Tenants
      i. No Smoking. Smoking of any tobacco product including cigarettes, cigars, and pipes or any other product producing smoke is prohibited in all Star Enterprises, LLC Buildings, including common areas, facilities, or areas occupied by tenants.
   b. Outside Smoking Locations
      i. Smoking is prohibited within 25 feet of building entrances or at a distance determined by the Landlord, in areas where smoke will be drawn into and affect the air inside buildings, open windows, or air-supply intakes.
   c. Violations of Smoking Policy
      i. Smoking in a nonsmoking area is a violation of this policy and a violation of Lease Policies and Procedures.

[END OF TEXT]
EXHIBIT E
SIGN CRITERIA

All of the Tenant's signs shall be designed, constructed and located in accordance with the procedures established in this Lease and these sign criteria are subject to approval by Landlord.

1. GENERAL REQUIREMENTS:

A. Tenant shall submit to Landlord for approval prior to installing or before fabrication, ONE (1) copy of detailed drawings indicating the location, size, layout, design, and color of the proposed signs including all lettering of graphics.
B. Tenant must obtain and pay for all permits for signs and installation.
C. Landlord has the right to approve Tenant sign installation.
D. All of the Tenant's signs shall be constructed and installed at Tenant's sole expense.
E. Even after design approval, no signs shall be installed without advance notice to Landlord, and if Landlord elects, under the supervision of Landlord or its agent or contractor.

2. GENERAL SPECIFICATIONS:

A. No animated, flashing or audible signs will be permitted.
B. No exposed lamps or neon tubing will be permitted.
C. All signs and their installation shall comply with local, building and electrical codes.
D. All conduit cabinets, conductors, transformers and other equipment shall be concealed.
E. Individual Tenant pylon or pole signs will not be permitted.
F. No sign of any sort will be permitted on canopy roofs or building roofs.

3. DESIGN REQUIREMENTS:

A. Identification signs shall be designed in a manner compatible with and complementary to the adjacent and facing storefronts and the overall design concept of the Project.
B. Tenant signs shall comply with the following requirements:
   (1) All storefront signs are to be individual letters.
   (2) Letters are to be Tenant's color and in all events subject to Landlord's approval.
   (3) Lettering shall be applied directly to the designated signage area or accent entry locations conforming generally with the following requirements (but subject to adjustment by Landlord).
      a. The overall length of the sign area shall not exceed a length equal to one-half the designated sign area or 15 feet, whichever is smaller.
   (4) Company Logos will be allowed only at Landlord's discretion.

4. CONSTRUCTION REQUIREMENTS:

Tenant shall indemnify, defend (with counsel selected by Landlord in its reasonable discretion) and hold harmless Landlord and its employees, agents, officers, and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise (including reasonable attorney fees and costs), arising out of Tenant's installation, maintenance, repair, replacement, or removal of any signs in or on the Building.

5. REMOVAL OF SIGN:

Tenant shall be responsible for removal of the sign(s) in accordance with the Lease Agreement.

6. MISCELLANEOUS REQUIREMENTS:
Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the building storefront without Landlord's prior written approval.

This Agreement, and the items contemplated herein, are subject to the requirements of the approval by appropriate governmental agencies having jurisdiction over the subject matter covered herein. Landlord makes no representation or warranties that such approvals can be obtained or requirements met, and in the event such approvals cannot be obtained or such requirements cannot be met following execution of said Lease, or at any time during the existence of said Lease, then this Sign Agreement shall become null and void only to the extent that such requirements and approvals cannot be complied with, however, the remaining provisions of this Agreement, and said Lease to which it is attached, which are capable of being complied with shall continue to remain in full force and effect.

[End of Text]
EXHIBIT F
Addendum

Except as set forth in this Addendum to Lease, Exhibit G, all the provisions of the Lease shall remain unchanged
and in full force and effect. In the event of any inconsistency or ambiguity between the terms of this Addendum
and the other terms of the Lease, the terms of this Addendum shall prevail.

Option to Renew: Provided that Tenant is in compliance with all the terms and conditions of this Lease
both at the time of Tenant's exercise of this option and at the time the renewal term is scheduled to commence,
Tenant shall have the option to extend the term for three (3) two(2) year periods (the "Extended Term") the then
current fair market value, but not less than the previous year, by giving Landlord written notice of such election at
least 90 days prior to the expiration date of the then current term.

Cap on Controllable Operating Expenses
So long as Tenant is not in default under any of the terms, covenants, conditions, provisions and agreements to
be kept and performed by Tenant under this lease, Tenant's cumulative controllable operating expense
increases shall not exceed 5% per year over those expenses incurred in Tenant's base year.

The limitation on Operating Expenses, as provided for above, shall not limit or otherwise affect Tenant's
obligation to pay Tenant's share of any "Uncontrollable Expenses" (as hereinafter defined) or any other
component of Rent under this Lease.

"Uncontrollable Expenses" shall mean those Expenses that, in Landlord's sole discretion and judgment, may be
subject to increases which are outside the Landlord's control. Uncontrollable Expenses shall include, but not be
limited to, any Expenses relating to:

(i) insurance;
(ii) utilities;
(iii) snow removal;
(iv) costs to Owner resulting from compliance with applicable laws;
(v) competitively bid goods and/or services (provided that the lowest qualifying bid is utilized);
(vi) real estate taxes; and
(vii) and any increases in service contract fees and expenses resulting from government-mandated
wage increases

HVAC Warranty
Landlord shall warranty the good operating condition of the base building HVAC components for the first twelve
(12) months of the Lease Term ("Warranty Period"). Provided that Tenant provides Landlord written notice of
such failure within the Warranty Period, Landlord shall, without cost to Tenant, remedy such failure. Landlord's
warranty excludes remedy for damage caused by abuse by the Tenant or Tenant contractors, subcontractor,
guests or employees or modifications not made by Landlord or any Landlord party or improper or insufficient
maintenance to the extent that such maintenance is not the responsibility of Landlord hereunder, it being
understood and agreed that normal wear and tear and normal usage are not deemed defects or deficiencies.

Upon the expiration of the Warranty Period, the tenant shall be responsible for any repairs on the HVAC and
heating equipment (Tenant's maintenance responsibility will begin upon lease commencement) up to $500
annually. Any major repairs or capital improvements above the $500 cap shall be amortized on a straight-line
basis over the useful life of such improvements from and after the date such capital improvement is made, shall
be included in Operating Expenses and the amortized cost allocated to each calendar year during the Term.
TO: Mayor and Council
FROM: Jim Pardy, Public Works
NUMBER: RES-80-20
DATE: February 6, 2020
SUBJECT: Memorandum of Understanding for Sixth Street Hotel Condominiums

BACKGROUND:

The construction at the property located at 200 S. 6th Street was to construct a manhole for the connection point but due to a lack of grade in the service line the contractor installed a tee. The owners of the property will be required to maintain the tee and service line because they are substandard to City requirements.

FINANCIAL IMPACT:

There is no financial impact to the City.

ATTACHMENTS:

- 6th St MOU (PDF)
CITY OF BOISE

Resolution NO. RES-80-20

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

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BOISE (PUBLIC WORKS DEPARTMENT) AND SIXTH STREET HOTEL CONDOMINIUMS ASSOCIATION, INC.; AUTHORIZING THE BOISE CITY PUBLIC WORKS DEPARTMENT TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Memorandum of Agreement, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Boise City Public Works Department is hereby authorized to execute 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.
Drafted By And After Recording Mail To:
Atty. Gregory J. Paradise
Mohs Widder Paradise LLC
20 N. Carroll Street
Madison, WI 53703

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") is made
as of the 5th day of September, 2019, between Sixth Street Hotel Condominiums
Association, Inc., an Idaho Non-Profit Corporation (the "Association"), the unit owners
identified below (collectively the "Unit Owners") and the City of Boise, Idaho (the
"City").

WITNESSETH:

WHEREAS, the Association is the Association of Unit Owners in Sixth Street
Hotel Condominiums, the legal description of which is contained in Exhibit "A", attached
hereto and incorporated herein by reference (the "Condominium"); and

WHEREAS, the Condominium is currently under construction and in connection
therewith the Unit Owners have requested that the City permit the Condominium to
connect to the City sanitary sewer in the manner specified herein.
NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby enter into this Memorandum as follows:

1) Attached hereto as Exhibit "B", and incorporated herein by reference, is a plan (the "Plan") depicting the sanitary sewer connection to be constructed by the Unit Owners as a part of construction of the Condominium. The City agrees that connection to the sanitary sewer main located in the public right-of-way may be made in the manner described in and in accordance with the Plan.

2) The Association shall have responsibility for maintenance and ownership of the 8" lateral and the 10" T connected to the City's 10" sanitary sewer main located in the public right of way as depicted in the Plan. It is further agreed that any abnormal odors emanating from the cleanout shown in the Plan as a result of the non-typical T connection to the City's sanitary sewer main will be resolved by the Association within fifteen (15) calendar days after notice from the City.

3) Notices to the Association and the Unit Owners shall be given at the following addresses:

Boise Downtown Lodging Associates, LLC
c/o Raymond Management Company, Inc.
ATTN: David Emerich
ATTN: Brian Waters
4601 Frey Street, Suite 400
Madison, WI 53705
Email: emerich@raymondtteam.com
Email: waters@raymondtteam.com

and

Front Street Investors, LLC
ATTN: Clay Carley
ATTN: Dean Pape
106 N. 6th Street #M2
Boise, ID 83702
Email: claycarley@oldboise.com
Email: dean@dechase.com

4) This Memorandum shall be governed by and construed in accordance with the laws of the State of Idaho. This Memorandum may be executed in any number of counterparts, each one of which, when taken together, shall be deemed an original document.

Dated as of the date and year first above written.
Memorandum of Understanding Signature Page for Association

*ASSOCIATION*

Sixth Street Hotel Condominiums
Association, Inc.

By: Clayton N. Carley, President

By: Jamie Esch, Secretary

STATE OF IDAHO )
COUNTY OF Ada ) SS.

Personally came before me this 14th day of NW, 2019, the above-named Clayton N. Carley, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public, Ada County, ID
My Commission Expires: 04/30/24

STATE OF WISCONSIN )
COUNTY OF DANE ) SS.

Personally came before me this 30th day of October, 2019, the above-named Jamie Esch, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public, Dane County, WI
My Commission Expires: 04-20-2021

LISA STEINHAUER
Notary Public
State of Wisconsin
Memorandum of Understanding Signature Page for Unit Owner –
Boise Downtown Lodging Associates, LLC

Boise Downtown Lodging Associates,
LLC

Raymond Management Company, Inc.,
a Wisconsin Corporation, its Manager

By: Judith P. Raymond, President

STATE OF WISCONSIN )
COUNTY OF DANE ) SS.

Personally came before me this 8th day of November, 2019, the above-named Judith P. Raymond, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public, Dane County, WI
My Commission Expires: May 2, 2020
Memorandum of Understanding Signature Page for Unit Owner –
Front Street Investors, LLC

Front Street Investors, LLC

By: Clayton N. Carley, Manager

By: Dean Pape, Manager

STATE OF IDAHO )
COUNTY OF Ada ) SS.

Personally came before me this 14th day of Nov, 2019, the above-
named Clayton N. Carley, to me known to be the person who executed the foregoing
instrument and acknowledged that they executed the same for the purposes therein
contained.

Notary Public, Ada County, ID
My Commission Expires: 4/30/24

STATE OF IDAHO )
COUNTY OF _______ ) SS.

Personally came before me this 14th day of November, 2019, the above-
named Dean Pape, to me known to be the person who executed the foregoing
instrument and acknowledged that they executed the same for the purposes therein
contained.

Notary Public, Ada County, ID
My Commission Expires: 11/30/22
Memorandum of Understanding Signature Page for City of Boise

*CITY*

CITY OF BOISE

By: __________________________________________

Print Name: ___________________________________

Print Title: ___________________________________

STATE OF IDAHO  )
      ) SS.
COUNTY OF ________ )

Personally came before me this _____ day of ________, 2019, the above-
named ____________________, to me known to be the person who executed the
foregoing instrument and acknowledged that they executed the same for the purposes
therein contained.

________________________________________
Notary Public, _________________ County, ID
My Commission Expires:
EXHIBIT "A"

LEGAL DESCRIPTION

Unit 1 and Unit 2, of Sixth Street Hotel Condominiums, according to the official Plat thereof, filed in Book 115 of Plats at Pages 17294 through 17300, as defined in Declaration of Covenants, Conditions and Restrictions for Sixth Street Hotel Condominiums, recorded December 14, 2018, as Instrument No. 2018-117920, Records of Ada County, Idaho.
TO: Mayor and Council

FROM: Colin Millar, Purchasing

NUMBER: RES-81-20

DATE: February 20, 2020

SUBJECT: FB 20-177; Residential Street Light Installation, Anderson & Wood Const., NTE $225,613.30

BACKGROUND:

The City of Boise Public Works Department solicited proposals from contractors to install streetlights in residential neighborhoods, Paradise Estates Subdivision, Barberton Subdivision, Golden Dawn Subdivision, and other related work.

BID RESULTS:

The bids were opened February 12, 2020, at 1:00 p.m. local time. Eighteen (18) companies received plan sets and were entered on the plan holders list. Two (2) bids were received.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson &amp; Wood Construction Co., Inc.</td>
<td>*$225,613.30</td>
</tr>
<tr>
<td>Quality Electric, Inc.</td>
<td>$323,376.66</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$165,000.00</td>
</tr>
</tbody>
</table>

*Mathematical error, did not affect bid results

Public Works staff has reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder, Anderson & Wood Construction Co., 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 20-177 is awarded to the lowest responsive bidder, Anderson & Wood Construction Co., Inc., not to exceed $225,613.30. Award of this contract is subject to compliance with requirements.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 20-177 Project Manual  (PDF)
- FB 20-177 Anderson & Wood Construction -bid  (PDF)
- FB 20-177 Contract  (PDF)
CITY OF BOISE

Resolution NO. RES-81-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-177; RESIDENTIAL STREET LIGHT INSTALLATION, CLP 182, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND ANDERSON & WOOD CONSTRUCTION CO., 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 Department staff recommend award of FB 20-177: Residential Street Light Installation, CLP 182, to the lowest, responsive bidder, Anderson & Wood Construction Co., 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 20-177: Residential Street Light Installation, CLP 182 by and between the city of Boise City and Anderson & Wood Construction Co., 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.
PROJECT MANUAL

FB 20-177

(CLIP-182)

Residential Street Light Installation

BOISE CITY
PUBLIC WORKS DEPT.
2020
BOISE CITY
(CLIP-182)
FB 20-177

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ADVERTISEMENT FOR BIDS
(CLPP-182)
FB 20-177

PROJECT TITLE: RESIDENTIAL STREET LIGHT INSTALLATION

Separate SEALED BIDS for Residential Street Light Installation (CLP-182) and other related work in the Boise City Service Area, Ada County, Idaho as set forth in the Contract documents for FB 20-177 (CLP-182), Residential Street Light Installation, will be received by Boise City at the Department of Finance and Administration, Purchasing Office, City Hall, 150 N. Capitol, Boise, ID, until 1:00 P.M. LOCAL TIME ON FEBRUARY 12, 2020, and then at said office publicly opened and read aloud.

No pre-bid meeting will be held for this project.

Contractors are reminded that bids will remain subject to acceptance for 60 days after bid opening. However, it is the City’s intent to award this project within a month of the bid opening; with a Notice to Proceed issued shortly thereafter.

The project will consist of installing street lights in residential neighborhoods, Paradise Estates Subdivision, Barberton Subdivision, Golden Dawn Subdivision. Work to include installation of new street light poles, light fixtures, light pole bases, junction boxes, conduit wiring, meter cabinets (subject to Idaho Power requirements), saw cutting asphalt, removal of asphalt and base material, replacement of base material and asphalt (to ACHD specifications), and other related work. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements.

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

The Project Manual, Drawings and Exhibits may be examined at the following locations:

- Department of Finance and Administration, Purchasing Office of Boise City – 150 N. Capitol, Boise, ID;
- AGC – 1649 W. Shoreline, Boise, ID;

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with the bid package.

Before a Contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder’s qualifications.

All bids must be signed.
Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check or cash in the amount of 5 percent of the amount of the bid proposal. Said bid security shall be forfeited to Boise City as liquidated damages should the successful bidder fail to enter into Contract in accordance with their proposal as specified in the Instructions to Bidders.

Boise City reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of Boise City.

CITY OF BOISE

Dates Advertised: January 22 and January 29, 2020
The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid. Check off when completed:

1. Has Bidder obtained a copy of the 2017 Edition of the Idaho Standards for Public Works Construction (ISPWC) and reviewed it with respect to the requirements of this project. (Refer to Article 4 of the Instructions to Bidders and the Special Provisions.)

2. Are all blank spaces filled out on Bid Form? (Refer to Bid Form)

3. Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner? (Refer to Article 4 of the Instruction to Bidders).

4. Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in figures. (Refer to Section 5.01 of the Bid form as well as the Bid Schedule)

5. Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number? (Refer to Article 13 of the Instructions to Bidders as well as Section 8.01 of the Bid form)

6. Have all Addenda been received and acknowledged with the proper signature on the Bid Form? (Refer to Articles 4 and 7 of the Instructions to Bidders and Section 3.01 of the Bid form)

7. In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the issuing office prior to the time designated for the bid opening. (Refer to Article 15 of the Instructions to Bidders)

8. Has Bid Security been enclosed? (Refer to Article 8 of the Instructions to Bidders and Section 7.01A of the Bid form)

9. Have all subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license numbers? (Refer to Article 12.04 of the Instruction to Bidders, Section 7.01B of the Bid form, and the included Naming of Subcontractors Form 00430)

10. Has Bidder performed examinations in accordance with the Instructions to Bidders? (Refer to Article 4 of the Instructions to Bidders)

11. Has Bidder included additional information required? (Refer to Article 15 of the Instructions to Bidders)

12. Has Bidder included an original of their bid? (Refer to Article 13 of the Instructions to Bidders)
INSTRUCTIONS TO BIDDERS

Modified From

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

For the

2017 UPDATE TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)
INSTRUCTIONS TO BIDDERS, FB 20-177

ARTICLE 1 – DEFINED TERMS

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. Bidder – The individual or entity who submits a Bid directly to OWNER.
B. Contractor – The individual or entity with whom OWNER has entered into the Agreement.
C. Engineer – The individual or entity named as such in the Agreement.
D. Engineer's Consultant – An individual or entity having a contract with ENGINEER to furnish services as ENGINEER’s independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary conditions.
E. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered, City Hall, 150 N. Capitol Blvd., Boise, ID.
F. Purchasing Agent – The Purchasing Agent authority for centralized facilitation and review of expenditures, goods and supplies, and procurement of service contracts including professional service contracts. The Purchasing Agent Participates in the declaration of emergencies, approves purchases more than $5,000 and less than or equal to $50,000, and executes contracts with dollar amounts of $10,000 or more.
G. Successful Bidder – The lowest Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER’s evaluation as hereinafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents for the non-refundable fee, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.1 To demonstrate Bidder’s qualifications to perform the Work, within five days of OWNER’s request, Bidder shall submit written evidence such as financial data; previous experience, present commitments, and such other data as may be requested.

3.2 Idaho Code 54-1902 requires Bidder and subcontractors to have the appropriate Public Works Contractor’s License to submit a Bid or proposal for this Project. If this Project is financed in whole or in part with federal aid funds, a Public Works Contractor License is not required to Bid or propose, but will be required prior to award.
ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, & SITE

4.1 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.2 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.3. Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site...
which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.5 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.6 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.7 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give issuing office written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by issuing office is acceptable to Bidder (See Article 7); and,

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

K. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given issuing office written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by issuing office are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-bid conference WILL NOT be held for this Project.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 – INTERPRETATIONS, ADDENDA AND PROTEST PROCESS

7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to Purchasing Specialist, tleatham@cityofboise.org in writing. Interpretations or clarifications considered necessary by the Purchasing Specialist, in response to such questions, will be issued by Addenda mailed or delivered to all parties recorded by Purchasing Specialist, as having received the Bidding Documents. Questions must be received no later than 12:00 p.m., three (3) working days prior to the date for opening of Bids. Questions received after that time may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.3 Any Bidder who wishes to protest the requirements, standards, specifications or process outlined in this Request for Bids may submit a written notification to the Purchasing Specialist, to be received no later than 12:00 p.m., three (3) working days prior to the bid opening date. The notifications shall state the exact nature of the protest, describing the location of protested portion or clause in the bid document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Purchasing Specialist may either deny the protest, require that the bid document be modified, modify the bid, and/or reject all or part of the protest.

7.4 Any actual bidder who is aggrieved in connection with the selection of a Contractor or award of the Contract or bid may submit a protest to the Purchasing Agent, (Purchasing Agent – purchasing@cityofboise.org Fax: 208/384-3995). The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts, which give rise to the protest. The protest must set forth in specific terms the alleged reason the contractor selection or contract award is erroneous. Any protest addressed to the Mayor or City Council will be referred to the Purchasing Agent.

ARTICLE 8 – BID SECURITY

8.1 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder’s maximum Bid price and in the form of a certified or bank check or cash or a Bid Bond issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security with 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be refunded within two weeks, upon written request.

8.3 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be refunded, said security within two weeks if issued in a form of a check. The bond certificates will only be returned upon request.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.
ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.1 The contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes or “or equal” materials and equipment approved by the ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or equal” item. No item of material or equipment will be considered as a substitute or “or equal” unless written request for approval has been submitted by Bidder and has been received by the City of Boise Department of Finance and Administration by at least four (4) working days prior to the date for receipt of Bids. Only written, specific, exception(s) to the technical specification, as presented in the Specifications shall be accepted. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder.

Please include the following information with your request:

* Company name, contact person, address, phone number, and email
* Name of product
* Complete technical data
* What effect does the “or equal” have on other trades and supplies?
* Does the “or equal” request affect performance of the end product?
* Explain the differences between “or equal” request and specified item.
* How would approval of the “or equal” product benefit the City?

The determination of what is “equal, approved equal or equivalent” rests entirely with Boise City. Exceptions to the Specifications that are submitted to the Purchasing Specialist in the above fashion and approved by the ENGINEER shall be addressed in an addendum and issued to all prospective Bidders. Exceptions, which are rejected by the ENGINEER, will be answered to the requester in letter form. A requestor wishing to protest the City’s decision shall notify the Purchasing Specialist of their intent in writing prior to the bid opening date. Failure to notify the Purchasing Specialist prior to bid date and time will be interpreted as acceptance of the City’s decision regarding the exception(s). Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any
proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.4 Bidder shall include in his Bid the names, addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors, who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required by this Section shall render any Bid submitted by the Bidder unresponsive and void. Use Naming of Subcontractors Form 00430.

12.5 In addition to naming subcontractors for plumbing, heating and air-conditioning work, and electrical work, the Bidder shall supply names and addresses for the following (include Idaho Public Works Contractor License Numbers for any subcontractors) using the naming of Subcontractors, Suppliers or Other Entities Form 00435.

**NONE REQUIRED**

**ARTICLE 13 – PREPARATION OF BID**

13.1 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Boise City issuing office.

13.2 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item.

13.3 All names shall be typed or printed in ink in the space provided.

13.4 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.5 The Bidder address and telephone number for communications regarding the Bid shall be shown.

13.6 Submit one original of the Bid.

13.7 Bidder shall include their Public Works license, however if project is federally funded a Public Works license is not required to submit a bid but must be issued prior to award.
ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

14.1 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

Or if an Add Alternate is listed on the Bid Form use:

A. Bidders shall submit a bid on a unit price basis for each item of work and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will then be added to the Base Bid if Owner selected the alternate(s). In the evaluation of bids, the Owner reserves the right to choose any, all or none of the alternates, whatever is in the best interest of the City.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.2 Lump Sum

A. Bidders shall submit on a lump sum basis and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid form. The price for each alternate will be then added to the base Bid if OWNER selects the alternates. In the evaluation of Bids, the OWNER reserves the right to choose any, all or none of the alternates, whatever is in the best interest of the City.

14.3 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.1 Each prospective Bidder is furnished one copy of the Bidding Documents. The Bid form and naming of subcontractors form is to be completed and submitted with the Bid security along with the list of subcontractors, suppliers and other entities as may be required per Article 12.

15.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in a sealed envelope plainly marked with the Project number, title, bid opening date/time and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED.” The Bid shall be addressed to Boise City Purchasing Office, PO Box
500, Boise, ID 83701. The City is not responsible for shipping method and will not accept bids received after the posted bid opening time. Do not fax your bid or proposal.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn prior to the date and time for the opening of Bids.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – AWARD OF CONTRACT

19.1 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.3 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.5 OWNER may conduct such investigations, as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.6 If the Contract is to be awarded, OWNER will award the Contract to the lowest responsive Bidder whose Bid is acceptable to the OWNER.
Idaho’s Reciprocal Preference Law
Reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid, regardless of the dollar amount, is subject to Idaho’s Reciprocal Preference Law, Idaho Code § 67-2348.

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, a bidder may indicate “all or none”), and to accept the bid deemed most advantageous to the best interest of the City.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER’s requirements as to Performance and Payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents, which are identified in the Agreement as attached thereto. Within seven days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement.

Owner shall deliver fully executed fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification. Contractor shall furnish a Payment and Performance Bond, Worker’s Compensation Insurance Certificate, Public Liability and Property Damage Insurance (and any other bonds and insurance) satisfactory to the OWNER.

ARTICLE 22 – SALES AND USE TAXES

22.01 Refer to Article 6 of the General Conditions for tax requirements.

ARTICLE 23 – RETAINAGE

23.01 Provisions for retainage are as established in Article 6 of the Agreement.

ARTICLE 24 – CONTRACT TO BE ASSIGNED

24.01 N/A

ARTICLE 25 – PARTNERING

25.01 N/A
ARTICLE 26 – MISCELLANEOUS PROVISIONS

26.1 Public Records

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, 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 Law and will be available for inspection and copying by any person. The Public Records Law 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 Law 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 under the Idaho Public Records Law, 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 Law should be addressed to your own legal counsel – Prior to submission.

26.2 D.B.E.

D.B.E. firms and business enterprises are encouraged to bid. Women-owned and minority-owned firms are encouraged to bid. The City actively encourages any bids by D.B.E. firms for goods and services for the City.
EQUAL, APPROVED EQUAL, OR EQUIVALENT REQUEST FORM

TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: FB 20-177 Residential Street Light Installation

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 &quot;Or Equal&quot; Product</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Attach complete technical data, including laboratory tests, if applicable. Differences between "Or-Equal" request and specified item?

What affect does "Or-Equal" request have on the use of the product?

Bidder guarantees that proposed and specified items are:

☐ Same
☐ Different (explain on attachment)

The undersigned certifies that the function and quality of "or equal" products are equivalent or superior to the specified product.

Company: ____________________________
Address (City, State, Zip) ____________________________

Submitted by: (Please Print) ____________________________
Email: ____________________________
Signature: ____________________________

---------------------------------------------------------------------Owner to Complete---------------------------------------------------------------------

☐ Accepted By: ____________________________
☐ Not accepted Date: ____________________________
☐ Accepted as Remarks: ____________________________
☐ Received too late ____________________________
BID FORM, FB 20-177 (CLP-182)

PROJECT IDENTIFICATION:
Residential Street Light Installation - (CLP-182)

CONTRACT IDENTIFICATION AND NUMBER:
Residential Street Light Installation -FB 20-177, (CLP-182)

THIS BID IS SUBMITTED TO:
DELIVER TO: Purchasing Office
Boise City Dept. of Finance & Admin.
150 N. Capitol Blvd.
Boise, ID 83702

MAIL TO: Purchasing Office
Boise City Dept. of Finance & Admin.
PO Box 500
Boise, ID 83701

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
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</table>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground...
Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given issuing office written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by issuing office is acceptable to Bidder (see Article 7).

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given. Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1006, regarding employment of Idaho residents.
7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security;

B. Bidder shall include with the Bid the names and addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract, or any other subcontractors required by Article 12 of Instructions to Bidders.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BID SIGNATURE(S):

SUBMITTED on _______________, 20__.

<table>
<thead>
<tr>
<th>Idaho Public Works Contractor License No.</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>Signature</td>
</tr>
<tr>
<td>Name (Typed or Printed)</td>
<td>Title</td>
</tr>
<tr>
<td>Address</td>
<td>Federal Tax ID #</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Email</td>
</tr>
<tr>
<td>Phone No.</td>
<td>Fax No.</td>
</tr>
</tbody>
</table>

The above signed proposes to provide services in accordance with the specifications for FB 20-177, Public Works Department, Boise Idaho and to bind themselves, on the acceptance of this bid, to enter into and execute a contract, of which this bid, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all bids as may appear to be in the best interest of the City. The undersigned further agrees, if awarded a contract, to execute and deliver the same to the City within seven (7) working days after receipt of an executed contract and to submit there with all required insurance certificates.
**BOISE CITY PUBLIC WORKS**  
UNIT PRICE BID SCHEDULE  

**PROJECT NAME:** Residential Street Light Installation  
**PROJ NO:** CLP-182  
**FB #:** 20-177

<table>
<thead>
<tr>
<th>SPEC PAYMENT REF.</th>
<th>ITEM</th>
<th>APPROX. QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE BID</th>
<th>AMOUNT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC 6.08.B</td>
<td>ACHD Permits &amp; Licenses - No Charge</td>
<td>1 L.S.</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>1001.4.1.A.1</td>
<td>Sediment Control</td>
<td>1 L.S.</td>
<td></td>
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</tr>
<tr>
<td>1102.4.1.A.1</td>
<td>Install 25 foot Residential Street Light</td>
<td>27 Ea.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1102.4.1.A.1</td>
<td>Install 25 foot Roadway Street Light</td>
<td>1 Ea.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1102.4.1.A.1</td>
<td>Install 30 foot Roadway Street Light</td>
<td>1 Ea.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1102.4.1.A.1</td>
<td>Install 30 foot Davit Street Light</td>
<td>1 EA</td>
<td></td>
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</tr>
<tr>
<td>1102.4.1.D.1</td>
<td>Install Wire / Conductor Type THWN or THWN-2 No. 6 AWG Copper - Red or White</td>
<td>2,726 L.F.</td>
<td></td>
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<tr>
<td>1102.4.1.D.1</td>
<td>Install Wire / Conductor Type THWN or THWN-2 No. 6 AWG Copper - Green</td>
<td>2,726 L.F.</td>
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<tr>
<td>1102.4.1.D.1</td>
<td>Install Wire / Conductor Type THWN or THWN-2 No. 6 AWG Copper - Black</td>
<td>2,726 L.F.</td>
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<tr>
<td>1102.4.1.D.1</td>
<td>Install 1&quot; PVC conduit and fittings</td>
<td>2,726 L.F.</td>
<td></td>
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<tr>
<td>1102.4.1.F.1</td>
<td>Junction Box</td>
<td>43 Ea.</td>
<td></td>
<td></td>
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<tr>
<td>1102.4.1.F.1</td>
<td>Junction Box</td>
<td>1 Ea.</td>
<td></td>
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<tr>
<td>1102.4.1.G.1</td>
<td>Install Service Pedestal (service cabinet supplied by city)</td>
<td>2 Ea.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>307.4.1.F.1</td>
<td>Type &quot;P&quot; Asphalt Surface Restoration (as measured from lip of gutters)</td>
<td>2,658 L.F.</td>
<td></td>
<td></td>
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<tr>
<td>706.4.1.E.1</td>
<td>Concrete Sidewalk</td>
<td>30 SY</td>
<td></td>
<td></td>
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<tr>
<td>706.4.1.A.1</td>
<td>Concrete Curb and Gutter</td>
<td>70 L.F.</td>
<td></td>
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<tr>
<td>307.4.1.A.1</td>
<td>Surface Restoration - Landscaping</td>
<td>50 L.F.</td>
<td></td>
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<tr>
<td>1103.4.1.A.1</td>
<td>Construction Traffic Control</td>
<td>1 L.S.</td>
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<tr>
<td>2010.4.1.A.1</td>
<td>Mobilization</td>
<td>1 L.S.</td>
<td></td>
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<tr>
<td>2010.4.1.B.1</td>
<td>Sanitary Facilities</td>
<td>1 L.S.</td>
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<tr>
<td>USE TAX</td>
<td>Use Tax of 6% for the 2 City provided Service Pedestals valued at $1,000 X 6% (2 X $1,000) X 6%</td>
<td>2 EA</td>
<td>$120.00</td>
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</tbody>
</table>

Total bid price to include all permit fees, sales, consumer use, and other similar taxes required by law in the place where the work is performed.

---

**BIDDER NAME:** __________________________________________________

00300-4a
BID BOND, FB 20-177

BIDDER (Name and Address):

________________________________________________________

________________________________________________________

SURETY (Name and Address of Principal Place of Business):

________________________________________________________

________________________________________________________

OWNER (Name and Address): Boise City Department of Finance and Administration Office
PO Box 500, Boise, ID 83701

BID:

PROJECT FB 20-177, CLP-182: The project will consist of installing street lights in residential neighborhoods, Paradise Estates Subdivision, Barberton Subdivision, Golden Dawn Subdivision. Work to include installation of new street light poles, light fixtures, light pole bases, junction boxes, conduit wiring, meter cabinets (subject to Idaho Power requirements), saw cutting asphalt, removal of asphalt and base material, replacement of base material and asphalt (to ACHD specifications), and other related work. The Project is within the Boise City Service Area, Ada County, Idaho.

BOND

BOND NUMBER: _________________________________________

DATE (Not later than Bid due date): __________________________

PENAL SUM: ______________________________________________

(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Bidder’s Name and Corporate Seal

By: ______________________________________________________

Signature and Title

Attest: _________________________________________________

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer or proposal as applicable.
Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

In the event that the general contractor intends to self-perform the plumbing, HVAC or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work.

The general contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid form.

<table>
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<tr>
<th>BIDDER NAME:</th>
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<tr>
<td>EMAIL:</td>
<td>PHONE:</td>
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### Name and Address

<table>
<thead>
<tr>
<th>PLUMBING:</th>
<th>License Number</th>
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<th>ELECTRICAL:</th>
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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Modified From

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

For the

2017 UPDATE TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)
THIS AGREEMENT is by and between Boise City (hereinafter called OWNER) and (hereinafter called CONTRACTOR), duly authorized to do business in the State of Idaho.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: consists of installing street lights in residential neighborhoods, Paradise Estates Subdivision, Barberton Subdivision, Golden Dawn Subdivision, and other related work. The Project is within the Boise City Service Area, Ada County, Idaho.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Residential Street Light Installation – (CLP-182), FB 20-177.

ARTICLE 3 – ENGINEER

3.01 The Project Engineer is the Boise City Engineer or his designated representative who is hereinafter called ENGINEER and who is to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be substantially completed within **120 DAYS** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

B. Milestone: NONE
4.3 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $280.00 for each day that expires after the time specified in paragraph 4.02A for Substantial Completion until the Work is substantially complete and 4.02B for the Milestone until the Milestone is complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $280.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

In addition to Liquidated Damages due to the Owner, Contractor shall pay Obstruction Fees to ACHD for days that the Work extends beyond the grace period listed under Article 4, Subsection 4.02.B, as specified in Ordinance Number 203.

ARTICLE 5 – CONTRACT PRICE

5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR’s Bid, (attached hereto as an exhibit), in the amount not to exceed $__________.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and Supplementary Conditions.

6.2 Progress Payments; Retainage – N/A

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment, within forty-five (45) days after receipt each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event, there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. 75% of Work completed (with the balance being retainage); and

   b. 0% of cost of materials and equipment not incorporated in the Work.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the Work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

6.3 Final Payment

   A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

   B. Final payment will be made within 30 calendar days after the letter of release has been received from the Idaho State Tax Commission.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest per State code.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

   A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

   B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

   C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

A. The Contract Documents consist of the following:
1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Certificate of Insurance;
5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached);
6. Instructions to Bidders;
7. Supplementary Conditions;
8. General Information and Special Provisions;
9. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached);
10. Addenda (numbers to inclusive);
11. Exhibits to this Agreement (enumerated as follows):

   CONRACTOR’s Bid;
   CONRACTOR’s Affidavit Concerning Taxes;

12. The following, which may be delivered or issued on or after the Effective Date of the Agreement and are, not attached hereto:

   A. Notice to Proceed;
   B. Written Amendments;
   C. Work Change Directives; and
   D. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.1 Terms

   A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.2 Assignment of Contract

   A. No assignment by a party hereto of any rights or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
10.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereof, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 Discrimination Prohibited

In performing the Services required herein, the Contractor 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 physical disability.
CONTRACTOR

By: ____________________________________________

Name: ___________________________________________

(please type)

Address: ________________________________________

Fed. Taxpayer I.D. #______________________________

OWNER: (seal)

ACKNOWLEDGEMENT

STATE OF IDAHO )

 ) ss.
COUNTY OF )

On this _________ day of ____________________________, before me the
undersigned

personally appeared ________________________________, sworn to

me to be the ______________________ of __________________________

Title Company Name

proved/known to me to be the person(s) who executed the within document.

(SEAL)

Notary Public for State of _________________________

Residing at _________________________________

My Commission Expires: _________________________
FB 20-177
Public Works Project #CLP-182

APPROVED AS TO FORM AND CONTENT

________________________________________
PUBLIC WORKS

________________________________________
DEPT. OF FINANCE AND ADMINISTRATION

________________________________________
LEGAL

________________________________________
RISK MANAGEMENT

BOISE CITY

By: ________________________________
Lauren McLean, Mayor

ATTEST: ________________________________

By: ________________________________
City Clerk

$ ________________________________
Contract Price (NTE)
Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR  (Name and Address)

SURETY  (Name and Address of Principal Place of Business)

OWNER (Name and Address): Boise City Department of Finance and Administration Office
PO Box 500
Boise, ID 83701

CONTRACT

Date: ___________________________ Amount: ___________________________

Description (Name and Location): Residential Street Light Installation, CLP-182, FB 20-177, Boise Idaho

BOND

Date (Not earlier than Contract Date): _______________ Amount: _______________ (100% of the Contract price)

Modifications to this Bond Form: ________________________________________________

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: ___________________________ (Corp. Seal)
Signature: ___________________________
Name and Title ___________________________

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: ___________________________ (Corp. Seal)
Signature: ___________________________
Name and Title ___________________________

SURETY

Company: ___________________________ (Corp. Seal)
Signature: ___________________________
Name and Title (Attach Power of Attorney) ___________________________

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety’s obligation under this Bond shall arise after:

   3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER’s right, if any, subsequently to declare a CONTRACTOR Default; and

   3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR’s right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

   3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
      
      3.3.1 The Surety in accordance with the terms of the Contract;
      
      3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

   4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

   4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

   4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

   4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR’s right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR’s Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address): Boise City Department of Finance & Admn.
PO Box 500
Boise, ID 83701

CONTRACT

Date: ____________________________ Amount: ____________________________

Description (Name and Location): Residential Street Light Installation, CLP-182, FB 20-177, Boise Idaho

BOND

Date (Not earlier than Contract Date): ____________________________
Amount: ____________________________ (100% of Contract Price)

Modifications to this Bond Form: __________________________________________

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: ____________________________ (Corp. Seal)
Signature: ____________________________

Name and Title ____________________________

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: ____________________________ (Corp. Seal)
Signature: ____________________________

Name and Title ____________________________

SURETY

Company: ____________________________ (Corp. Seal)
Signature: ____________________________

Name and Title (Attach Power of Attorney)

EJCDC No. 1910-28-A (1996 Edition); Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety’s expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER’s priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or
otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR’S Subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

STATE OF ____________ )
COUNTY OF ____________) ss.

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, 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.

________________________________________
(Name of Contractor)

________________________________________
Address

City and State

By: ____________________________________ (Signature)

Subscribed and sworn to before me this __________ day of ____________, 20________________________.

________________________________________
Notary Public

Residing at ____________________________

__________________________
Commission Expires
These Supplementary Conditions amend or supplement the General Conditions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

**SC 1.01.A.19** Supplement 1.01.A.19 of the General Conditions as follows:

For privately sponsored projects (i.e. developer projects) the Engineer shall be the Engineer hired by the private party to design the project and/or provide construction management services for items such as construction staking, verification of payment to the Contractor, change orders and other non-construction quality related issues. For issues relating to construction quality, materials, testing and acceptance the Engineer shall be the City Engineer, however, general contact and correspondence shall be made through the Resident Project Representative (RPR).

**SC 1.01.A.36** Delete paragraph 1.01.A.36 and insert the following in its place:

Resident Project Representative – The authorized Representative of Engineer who may be assigned to the site or any part thereof and is commonly referred to as the Project Inspector.

**SC 1.01.A.42.b** Delete the last sentence of this paragraph.

**SC 1.01.A.44** Supplement paragraph 1.01.A.43 of the General Conditions as follows:

For sanitary sewer pipeline projects, Substantial Completion is further defined as (i) having all sanitary sewer pipe work completed, inspected, and tested such that it is ready for service and (ii) having all major portions of the surface repair complete such that only minor punch list items remain to be completed. Punch list items will be limited to such items as securing of property owner releases, final cleaning of manholes, correction of surface restoration defects, final cleanup of sites affected by the Project, repair of tree damage, removal of equipment, unused materials, Project information and traffic control signs and, any other minor item as determined by the Engineer.

**SC 1.01.A.50** Add the following definition:

Incidental – Work, Materials or Services required by the Contract which are not specifically identified as payment item(s). No specific measurement and/or payment will be made for incidental items. The cost thereof should be included in other items of work listed in the Bid Schedule.

**SC 1.01.A.52** Add the following definition:

Special Provisions – That part of the Contract documents which identifies the general project information and any modifications to the Standard Specifications or to the Boise City Standard Revisions or which identifies any work or materials unique to the Project.
SC 1.02.D.1  Add the following sentence at the end of the paragraph:

When materials or equipment are to be incorporated into work, they shall be in new or unused operable condition unless otherwise specified.

ARTICLE 2 – PRELIMINARY MATTERS

SC 2.05 A.3  Add a new sentence at the end of paragraph 2.05 A.3 of the General Conditions as follows:

In the case of the bid being a unit price bid, the Bid Schedule shall serve as the schedule of values.

ARTICLE 3 – CONTRACT DOCUMENTS

SC-3.03.B.  Add a new paragraph immediately after paragraph 3.03.B.1 of the General Conditions as follows:

3.03.B.2. In cases of conflict in the requirements and provisions as set out by the contract documents, such conflict shall be reconciled by the acceptance of the following order of precedence for the contract document:

Permits from the agencies
Special Provisions
The Plans
Standard Form of Agreement
Boise City Standard Revisions
Reference Specifications and Standards
Supplementary Conditions to the General Conditions
Idaho Standards for Public Works Construction

ARTICLE 4 – AVAILABILITY OF LANDS: SUBSURFACE & PHYSICAL CONDITIONS

SC-4.02. Supplement paragraph 4.02 of the General Conditions as follows:

4.02.A.3 In preparing Drawing and Specifications, neither the ENGINEER nor ENGINEER’S Consultant utilized any report of subsurface or physical conditions.

SC-4.05. Supplement paragraph 4.05 of the General Conditions as follows:

4.05.A.1. The OWNER shall provide engineering surveys to establish the following reference points for construction control: One set of construction stakes consisting of manhole centerlines (with offsets), and pipeline centerline (with cuts and offsets), every 100 feet, as well as service terminations with cuts. Contact Boise City Public Works Survey Division, telephone (208) 395-7885, a minimum of 48 hours prior to beginning construction and staking of surface repair.

SC-4.06. Supplement paragraph 4.06 of the General Conditions as follows:

4.06.A.1 In preparing Drawings and Specifications, neither ENGINEER nor ENGINEER’s Consultant utilized any report or drawing relating to a Hazardous Environmental Condition.
ARTICLE 5 – BONDS & INSURANCE

SC-5.04.B.1. Add the following paragraph(s) immediately following paragraph 5.04.B.1 of the General Conditions:

5.04.B.1. In addition to the OWNER, ENGINEER and ENGINEER’s consultant, include as additional insureds, as provided in paragraph 5.04.B.1 of the General Conditions, the following parties or entities:

5.04.B.1.a. Materials Testing Firm hired by the OWNER.

SC-5.04.C. Add the following paragraph(s) immediately following paragraph 5.04.B of the General Conditions:

5.04.C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04.C.1. Worker’s compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR’s employees as provided in paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:


5.04.C.1.b. Employer’s Liability: Statutory

5.04.C.1.c. Federal and Maritime: As applicable, provide statutory coverage under Federal Compensation Acts such as, but not limited to, the Defense Base Act and the Federal Employee’s Liability Act (FELA).

5.04.C.1.d. Whenever the Work involves activity on or about navigable waters, the Workers Compensation Policy shall contain a United States Longshoreman’s and Harbor Workers Act endorsement, and, when appropriate, a Maritime Employer’s Liability (Jones Act) endorsement with a minimum limit of $ -0- , and an Outer Continental Shelf Lands Act endorsement.

5.04.C.2. CONTRACTOR’s Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:

5.04.C.2.a. General Aggregate $1,000,000

5.04.C.2.b. Products-Completed Operations Aggregate $1,000,000

5.04.C.2.c. Personal and Advertising Injury (per person/organization with employment exclusion deleted) $ -0- 

5.04.C.2.d. Each Occurrence (bodily injury and property damage) $1,000,000

5.04.C.2.e. Fire Damage (any one fire) $50,000

5.04.C.2.f. Medical Expenses (any one person) $10,000
5.04.C.2.g. Property Damage liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.

5.04.C.3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (bodily injury and property damage) for owned, non-owned, rented, or hired vehicles. $1,000,000

5.04.C.4. Provide Excess Liability or Umbrella insurance provided protection for at least the hazards insured under the primary liability policies with the following limits:

5.04.C.4.a. General Aggregate $ -0- N/A
5.04.C.4.b. Each Occurrence $ -0- N/A

5.04.C.5. Additional coverages CONTRACTOR shall provide are as follows:

5.04.C.5.a. Where CONTRACTOR’s operations involve the use of owned or non-owned aircraft or water craft, provide coverage for bodily injury and property damage arising out of ownership, maintenance, use, or entrustment as follows:

5.04.C.5.a.1. General Aggregate $ -0-
5.04.C.5.a.2. Each Occurrence (Bodily Injury and Property Damage) $1,000,000

5.04.C.5.b. Owner’s and Contractor’s Protective Liability (OWNER as named insured with ENGINEER if applicable as additional insured) $500,000

A: 5.04.C.5.c. (Other) $ -0-

SC-5.06.A.1. Supplement paragraph 5.06.A.1 of the General Conditions as follows:

In addition to OWNER, CONTRACTOR, subcontractor, ENGINEER, ENGINEER’s Consultants, the OWNER shall provide a written list of names of all known entities to be named as additional insureds on the property insurance. Any change or addition to the list shall be given in writing to the CONTRACTOR at least 7 days prior to that entity performing Work at the site. Additional insureds shall at least include all those listed in paragraph 5.04.B.1 of the General Conditions and paragraph 5.04.B.1 of the Supplementary Conditions.

SC-5.06.D. Supplement paragraph 5.06.D of the General Conditions as follows:

Property insurance furnished under this Contract shall have deductibles no greater than A: $10,000 for all sub-limits except for earthquake, which shall have a maximum deductible of B: $10,000. When coverage for flood, landslide, or mudslide is included the maximum deductible applicable to such coverage shall be D: $ per Contract amount.

SC-5.10. Supplement paragraph 5.10 of the General Conditions as follows:

The property insurance shall contain no partial occupancy restriction for utilization of the Project by the OWNER for the purpose intended.

SC-5.11. Add Section 5.11 to the General Conditions as follows:
5.11 CONTRACTOR’s All Risk Insurance (ADDED 7/1/09)

Contractor shall secure, pay for and maintain all-risk or special form builders risk insurance, covering risks of physical loss or damage to the Facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work), from perils including, but not limited to, fire, collapse, flood, earth movement, lightning, collapse, testing, debris removal, demolition and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard “all-risk” or special form builders risk policy. Such insurance shall cover all property during construction and testing, and shall include the Owner, Design-Builder, Consultants, Contractors, and Subcontractors to the Project as insureds. The policy shall be written on a replacement cost basis and shall contain an agreed amount endorsement waiving any coinsurance penalty.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES:

SC-6.02.B. Supplement paragraph 6.02.B of the General Conditions as follows:

CONTRACTOR (and Subcontractor) regular working hours consist of 8 working hours within a 9-hour time period between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding weekends and holidays. The holidays are as follows:

- New Year’s Day
- Dr. Martin Luther King, Jr.’s Birthday (3rd Monday in January)
- Washington’s Birthday (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day (1st Monday in September)
- Veteran’s Day
- Thanksgiving (4th Thursday in November)
- Christmas

SC-6.08.B. Supplement paragraph 6.08.A of the General Conditions with the following: (REVISED 4/9/15)

For all work within the public right-of-way under the jurisdiction of Ada County Highway District (ACHD), the Contractor shall obtain a permit from the ACHD. The Contractor shall be responsible for preparing and submitting the Erosion and Sediment Control Plan (ESC) to ACHD and for providing the Project’s Responsible Person for implementing and managing the ESC in accordance with Section 8300 of the ACHD Policy Manual. The fees required to obtain the permit will be paid by the Contractor. The amount shown under this item in the Bid Schedule is the initial estimated cost of the required ACHD permit. The Contractor shall obtain this permit prior to the beginning of construction. The actual amount of payment to the Contractor shall be determined solely upon the presentation of a copy of the actual ACHD permit, which shall clearly indicate the project number and the total cost of the permit. Upon the submittal of a copy of the permit the Contractor will be paid at the next scheduled pay estimate.

Contractor shall be responsible for coordinating with the City of Boise to obtain appropriate ACHD permits and will reimburse the City for fees, fines, or penalties the City incurs due to Contractor’s violation of any ACHD policy, as defined under Section 6000 of the ACHD Policy Manual. City shall certify to ACHD that Contractor is authorized to obtain a Temporary Highway and Right-of-Way Use Permit from ACHD on City’s behalf. The parties acknowledge and agree that the scope of the agency granted by such certification is limited to and conterminous with, the terms and scope of the Agreement.
The City will deduct any ACHD fees or penalties paid from due to Contractor violations from Contractor's final payment.

Payment will be made under:

SC-6.08.B. Permits and Licenses Lump Sum.

SC-6.09.D Add the following to the end of the Section:

The OWNER is a public agency. All documents in its possession are public records. Submittals, shop drawings, correspondence, and other project related documents submitted either to the OWNER or ENGINEER are public records and, except as noted below, will be available for inspection and copying by any person. If the CONTRACTOR claims any material to be exempt from disclosure under the Idaho Public Records Law, the CONTRACTOR shall expressly agree to defend, indemnify and hold harmless the OWNER and ENGINEER from any claim or suit arising from the OWNER'S refusal to disclose any such material. No such claim of exemption shall be valid or effective without such express agreement. The OWNER and ENGINEER will take reasonable efforts to protect any information marked “confidential” by the CONTRACTOR, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked Confidential Information.

ARTICLE 8 – OWNER’S RESPONSIBILITIES:

SC-8.13. Add a new paragraph immediately following paragraph 8.12 of the General Conditions as follows:

8.13 OWNER As Resident Project Representative

8.13.A. OWNER will furnish Project representation during the construction period. The duties, responsibilities and limitations of authority specified for the ENGINEER in Article 9 ENGINEER’S STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the OWNER.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.03.B. through 9.03.D. Add new paragraphs immediately following paragraph 9.03.A of the General Conditions as follows:

9.03.B. The Resident Project Representative (RPR) will be furnished by ENGINEER. The responsibilities, authority, and limitations of the RPR are limited to those of ENGINEER in accordance with paragraph 9.10 of the General Conditions and as set forth elsewhere in the Contract Documents and are further limited and described below.

9.03.C. Responsibilities and Authority:

9.03.C.1. Schedules: Review and monitor the progress schedule, schedule of Submittals submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

9.03.C.2. Conferences and Meetings: Conduct or attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, Work conferences, and other Project related meetings.
9.03.C.3. Liaison: (i) Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; (ii) assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations; (iii) assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

9.03.C.4. Submittals: Receive Submittals which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability for examination. Advise ENGINEER and CONTRACTOR of the commencement of any work or arrival of Products at site, when recognized, requiring a Shop Drawing or Sample if the Submittal has not been approved by ENGINEER.

9.03.C.5. Review of Work, Rejection of defective Work, Inspections and Tests: (i) Conduct onsite observations of the work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents; (ii) inform ENGINEER and CONTRACTOR whenever RPR believes that any Work is defective; (iii) advise ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection or approval; (iv) monitor that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; (v) and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups; and (vi) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

9.03.C.6. Interpretation of Contract Documents: Inform ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.03.C.7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and provide recommendations to ENGINEER; transmit to CONTRACTOR the decisions issued by ENGINEER.

9.03.C.8. Records: (i) Maintain at the site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, ENGINEER's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a diary or log book recording pertinent site conditions, activities, decisions, and events.

9.03.C.9. Reports: (i) Furnish ENGINEER periodic reports of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Submittals submissions; (ii) consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, obtain backup material from CONTRACTOR as appropriate.
9.03.C.10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.03.C.11. Certificates, Maintenance and Operations Manuals, Record Documents, and Site Records: During the course of the Work, monitor these documents and other data required to be assembled, maintained, and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

9.03.C.12. Substantial Completion: (i) Conduct an inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a list of items to be completed or corrected; (ii) submit to ENGINEER a list of observed items requiring completion or correction.

9.03.C.13. Completion: (i) Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR; (and (ii) notify CONTRACTOR and ENGINEER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been completed, corrected, or accepted by OWNER and make recommendations to ENGINEER concerning acceptance.

9.03.D. Limitations of Authority: Resident Project Representative will not:

9.03.D.1. have authority to authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER; or

9.03.D.2. undertake any of the responsibilities of CONTRACTOR, Subcontractors, or CONTRACTOR's superintendent; or

9.03.D.3. accept Submittals from anyone other than CONTRACTOR; or

9.03.D.4. authorize OWNER to occupy the Project in whole or in part; or

9.03.D.5. participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

ARTICLE 10 – CHANGES:

SC-10.01 Authorized Changes in Work:

Add the following after paragraph A:

Change Orders must be authorized by Owner in writing prior to beginning the additional work. For changes which increase the Contract Price, singularly or cumulatively, by amounts in excess of those outlined in the City of Boise Municipal Code 1-11-11, “Owner” shall mean the Boise City Council.
ARTICLE 11 – COST OF THE WORK:

SC-11.03.C. Delete paragraph 11.03.C of the General Conditions, and its sub-paragraphs, in its entirety and insert the following in its place:

11.03.C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.03.C.1. if the total cost of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 20 percent from the estimated quantity of such item indicated in the Bid Form; and

11.03.C.2. if there is no corresponding adjustment with respect to any other item of Work; and

11.03.C.3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may demand a Change in Contract Price. Such Change in Contract Price shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Time necessary for completion, the CONTRACTOR may request an extension of Contract Time for the Delay in completion resulting from performing the quantity in excess of 120 percent of the estimated quantity. If the parties are unable to agree on the effect of any such variation in the quantity of unit price work, either the OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price and/or Contract Time in accordance with paragraph 10.05.

ARTICLE 13 – TESTS & INSPECTIONS:

SC-13.03.A. Supplement paragraph 13.03.A of the General Conditions as follows:

CONTRACTOR shall establish an inspection program and a testing plan acceptable to the ENGINEER and shall maintain complete inspection and testing records available to ENGINEER.

SC-13.03.B. Delete paragraph 13.03.B of the General Conditions, and its subparagraphs, in its entirety and insert the following in its place:

SC-13.03.B. The costs and responsibilities for performing all inspections, tests, or approvals required by the contract documents are outlined below:

1. Unless otherwise specified below or elsewhere in the contract documents, CONTRACTOR shall be responsible for providing the equipment, labor and materials for all workmanship acceptance testing of pipelines and related appurtenances required by the contract documents including water, sanitary sewer, culverts, storm drains, gravity irrigation, and pressure irrigation. The ENGINEER, at no cost to the CONTRACTOR, must witness all such tests. The CONTRACTOR shall be responsible for notifying the ENGINEER of the times and dates for such tests. Unless otherwise indicated, the cost incurred by the CONTRACTOR for such testing shall be considered incidental.
2. Unless otherwise specified below or elsewhere in the contract documents, OWNER shall employ and pay for the services for all initial testing and analysis necessary for determining compliance with the Contract Documents for such items as compaction testing, in place aggregate gradation testing, in place asphalt testing and in place concrete testing. The CONTRACTOR shall be responsible for notifying the ENGINEER of the times and dates necessary for such tests.

3. All costs incurred for any retesting of the CONTRACTOR’s work which did not pass initial tests due to unsatisfactory CONTRACTOR workmanship, shall be the responsibility of CONTRACTOR including, unless otherwise approved by the OWNER any retesting costs incurred by the ENGINEER and OWNER.

SC-13.03.D. Supplement paragraph 13.03.D of the General Conditions as follows:

Tests required by Contract Documents to be performed by CONTRACTOR and that require test certificates be submitted to OWNER or ENGINEER for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet following applicable requirements:


13.03.D.2. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

ARTICLE 14 – PAYMENTS TO CONTRACTOR & COMPLETION:

SC-14.02.C.1. Delete paragraph 14.02.C.1 of the General Conditions in its entirety and insert the following in its place:

14.02.C.1. 45 days after presentation of the Application for Payment to OWNER with ENGINEER’s recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due and when due will be paid by OWNER to CONTRACTOR.

ARTICLE 16 – DISPUTE RESOLUTION:

SC-16.01.B. Delete paragraph SC-16.01.B. in its entirety and insert the following in its place Add new paragraphs immediately following paragraph 16.01.A of the General Conditions as follows:

16.01.B. Mediation:

16.01.B.1. All appealed or unsettled claims, disputes or other matters between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof, (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) shall first be submitted to mediation under the Construction Industry Mediation Rules of the American Arbitration Association then obtaining prior to either of them
exercising any rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

16.01.B.2. Should the mediation be unsuccessful, (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) and is terminated by written notice to all involved by Mediator or OWNER or CONTRACTOR, the dispute resolution process shall revert to paragraph 10.05.B.2.c in the Supplementary Conditions, as if the mediation had been a second phase of the unsuccessful executive negotiation.

16.01.B.3. Notice of demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association with a copy to the ENGINEER for information. Any demand for mediation of any appealed or unsettled claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.09 shall be filed by the appealing party within 10 days after the executive negotiation has been declared unsuccessful by the OWNER or CONTRACTOR, and in all other cases within a reasonable time after the unsettled claim, dispute or other matter has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such unsettled claim, dispute or other matter would be barred by the applicable statute of limitations. Failure to demand mediation within said 10-day period will result in ENGINEER’s decision being final.
GENERAL INFORMATION

SPECIAL PROVISIONS

STREET LIGHT INSTALLATION

CLP-182

GENERAL INFORMATION

The work involves the installation of residential street lights in Paradise Estates subdivision, Barberton subdivision, and Golden Dawn subdivision. Boise City shall provide service pedestal cabinets if required. Work to include installation of new street light poles, light fixtures, light pole bases, junction boxes, conduit wiring, meter cabinets (subject to Idaho Power requirements), saw cutting asphalt, removal of asphalt and base material, replacement of base material and asphalt (to ACHD specifications), and other related work required for proper functioning of the street lights. The Project is within the Boise City Service Area, Ada County, Idaho.

All work shall conform to the requirements of the 2017 Edition of the ISPWC, the Supplementary Conditions, the City of Boise Standard Revisions, the Boise City Street Light Standards, and these Special Provisions. Prior to bidding, the Contractor shall become familiar with these documents to ensure full understanding of the requirements of this Project. Failure to do so does not relieve the Contractor of the duties, obligations, and responsibilities addressed within those documents.

Any property damage which may occur as a result of the construction activity, and is brought to the attention of the Contractor, either by the property owner or a Boise City Inspector, shall be repaired within a time limit provided by the Engineer or Inspector.

The light poles shall meet the city standards from the approved listing and the LED fixtures must be selected from the approved city list. All wiring connections underground shall be completed with waterproof connectors. Fault current listing shall be on a label attached to the wiring at each service location.

Traffic control and signlage shall be in accordance with the Ada County Highway District (ACHD) and the Idaho Transportation Department (ITD) requirements. A traffic control plan shall be approved by ACHD and ITD (for roads under their jurisdiction) prior to beginning any work. ACHD will require a single permit paid for by Contractor for this work.
Anticipated Contractor Responsibilities

1. Coordinate construction activities with adjacent property owners.
2. Remove the existing paving (asphalt and concrete curbs/sidewalks) and base and disposal of offsite.
3. Provide resources as needed to install conduit and backfill. Compaction testing will be required, and test results sent to Public Works Engineering – Streetlights.
4. Provide resources and construct new paving/curbs/sidewalks (and base as needed) to the original finished surface as needed to ISPWC and ACHD standards. Compaction testing will be required, and test results sent to Public Works Engineering – Streetlights.
5. Responsible for constructing the pole footing, acquiring and mounting street light pole on concrete footing, installing all interior components of the light fixture, providing all wiring and conduit as required to ensure a functioning light fixture, installation wiring and conduit to the power source (Idaho Power will connect to transformer) or the supply cabinet (provided by Boise City) if required, and any other item not specifically mentioned, but required to perform the work.

Normal working hours shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays not included. No work will be allowed outside of defined working hours in the Contract unless approved by the Engineer and ACHD.

Property Access

For any work, adjacent to private driveways, the Contractor shall coordinate all construction activities, prior to beginning construction. Contractor is required to minimize any inconvenience to these driveways and schedule the work accordingly. Driveways must be open for use every evening unless coordinated through the property owner and Public Works Streetlights. Coordinate project activities with Tom Marshall at 208-608-7526, prior to beginning construction.

Safety

Project safety is the responsibility of the Contractor. Contractor shall utilize all reasonable methods to ensure job safety which may include, but is not limited to, placement of temporary safety barriers and/or fences to adequately secure the construction area.

Truck / Trailer Load Coverage

All loads of gravel, sand, dirt, landscape bark, and other loose material hauled on the public roadway within Ada County by the Contractor or any of its subcontractors, shall be covered and properly secured so as to prevent the load from dropping, shifting, leaking or otherwise escaping from the vehicle or becoming loose, detached, or in any manner a hazard to other users of the public roadway. Each violation of this requirement is subject to liquidated damages, and such liquidated damages shall be cumulative and in addition to any other liquidated damages that might be imposed upon the Contractor.
**Construction Schedule**

Prior to preconstruction conference, the Contractor shall provide the Engineer a construction schedule, so property owners can be advised in advance of work. Contractor shall update and submit a revised schedule when construction dates are changed and when Contractor submits invoices involving this project.

**Environmental**

If normal construction practices are utilized, it is anticipated that construction of the project will result in total land disturbance of less than one (1) acre, therefore, an EPA General Construction Permit, a Storm Water Pollution Prevention Plan (SWPPP), and Notice of Intent (NOI) will not be prepared. All local and sediment control requirements must still be met. Contractor shall prepare an Erosion Control Plan under Bid Item 1001.4.1.A.1.

**Staging**

For those projects where the Contractor chooses to utilize private property within Boise City Limits, as a staging area, an Erosion Control and Stabilization Plan are required. The Plan and permit fee shall be submitted to Boise City Planning Development Services/Stormwater for approval, prior to utilizing that property for construction staging. All costs associated with Contractor staging areas are incidental to Contract. Contractor shall obtain a release letter from the owner of the private property utilized.

**Traffic Control**

For work within ACHD right-of-way, the traffic control plan and signage shall be in accordance with ACHD requirements and shall be approved prior to beginning construction. Contractor shall submit a traffic control plan to be approved by the Engineer and ACHD prior to beginning construction. Detour traffic in such a way as to minimize the impact of traffic to local area residents.

**Compaction Testing and Inspection**

Compaction testing shall meet the requirements of these Special Provisions, the Ada County Highway District, and the 2017 ISPWC Standards and Specifications. All compaction testing shall be completed by an independent licensed material testing company. All costs associated with this work shall be incidental to the Contract.

**Standard Drawings:**

See Appendix 'A', for Boise City Public Works Standard Drawings used for typical street light installations.
SPECIAL PROVISIONS

3000 INSTALL RESIDENTIAL/ARTERIAL STREET LIGHT

3000.1 General

This Section describes the work required to install a Boise City provided street light pole and fixture. Note that a Use Tax is included in the Bid Schedule for the street light service pedestals.

3000.2 Materials

Conform to the requirements of Boise City Street Light Standards, the Plans, and these Special Provisions.

2.1 Products

1. Poles
   - 30-foot black roadway, 24” j-bolts, with 15-foot mast arm, and a class “B” fixture
   - 25-foot black roadway, 24” j-bolts, with 15-foot mast arm, and a class “A” fixture
   - 25 foot 4” square base mount, 18” j-bolts, with 8” tenon, and a class “A” fixture

2. Junction Boxes
   - Within concrete sidewalks or driveways: S-4OT Junction Box – Idaho Precast, Inc. – or equal.
   - Within landscaped areas: Plastic -Carson 910-10-4BE or equal approved by Engineer.

3004.3 Workmanship

Exact location of street light foundation shall be provided by the Engineer and may need to be adjusted to accommodate field conditions.

3000.4 Measurement and Payment

The following unit price per pole/fixture as designated in the Bid Schedule, shall include but is not limited to, installing LED fixture, mounting pole to concrete pole base, internal wiring to adjacent junction box.

1. Bid Schedule Payment Reference: 3000.4.1.A.1
2. Bid Schedule Description: Install 25-foot Residential Street Light . . . . . . . . . . . . . . . . . . . . . . . . . Each (Ea.)
3. **Bid Schedule Payment Reference:** 3000.4.1.A.3
4. **Bid Schedule Description:** Install 25-foot Roadway Street Light
   . . . . Each (EA.)
5. **Bid Schedule Payment Reference:** 3000.4.1.A.5
6. **Bid Schedule Description:** Install 30-foot Roadway Street Light
   . . . . Each (EA.)
7. **Bid Schedule Payment Reference:** 3000.4.1.A.7
8. **Bid Schedule Description:** Install service cabinet with foundation
   . . . . Each (EA.)
FUSED "IN-LINE" TYPE WIRE CONNECTOR
SET SCREW TYPE ONLY

NOTES:
(1) CONTRACTOR SHALL VERIFY LINE VOLTAGE
PRIOR TO CONNECTING WIRE CONNECTORS.
(2) CONTRACTOR SHALL CONNECT CONDUCTOR
FROM THE WIRE CONNECTOR TO NEW LUMINAIRE
WITH A NO. 10 AWG TYPE THW 600V INSULATED WIRE.

Install Fuse:
Fast-acting-100K RMS Amps-600VAC
SEI Model 1791-LF or SEI Model 1791-LF
(or approved Equivalent)

Install Fused Junction Box
(Approved Underground enclosure)
To be set within 3 feet of Power Company
J-Box or Transformer.

Additional J-Box (Full Box)
Is Required When the Distance
Between the Street Light and
Fused Junction Box is 10 feet or
Greater.

NOTE:
1. For Concrete Base Details See ISPWC:
   Standard Drawing SD-1108
2. Ground Rod May Be Placed in lieu of
   Connection to Rebar Cage.

STREET LIGHT INSTALLATION
25' STANDARD CONCRETE BASE

STANDARD DRAWING
NO. BC SD-1117
REVISED: 12/19/2017
TYPICAL SERVICE PEDESTAL

TOP VIEW

SECTION VIEW

4 - No. 4 Rebar

8" thick concrete slab over 4" of 3/4" compacted base material

45° chamfer

32"

4" of 3/4" compacted base material

4 - No. 4 Rebar

Service Pedestal (centered)

finished surface

finished surface

PUBLIC WORKS DEPARTMENT

BOISE, IDAHO 83702

(208) 384-3800

STREET LIGHT SERVICE
PEDESTAL BASE

STANDARD DRAWING
NO.
BC SD-1127

Packet Pg. 425
### Pole Foundation Schedule

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<th>Mastarm Length</th>
<th>Foundation Type</th>
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<th>Y</th>
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<th>Vertical Rods</th>
<th>Cu. Tds.</th>
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<tr>
<td>Dual Mastarm Signal Pole</td>
<td>50'-60'</td>
<td>ALL</td>
<td>F</td>
<td>3'-0&quot;</td>
<td>12'-0&quot;</td>
<td>8</td>
<td>66 70'-8&quot;</td>
<td>12</td>
<td>66 140'</td>
<td>3.1</td>
</tr>
<tr>
<td>Signal Pole</td>
<td>60'-65'</td>
<td></td>
<td>F</td>
<td>3'-0&quot;</td>
<td>12'-0&quot;</td>
<td>8</td>
<td>66 70'-8&quot;</td>
<td>12</td>
<td>66 140'</td>
<td>3.1</td>
</tr>
</tbody>
</table>

---

**Notes:**

A. Locate foundations as indicated on the project plan sheets.

B. All conduit elbows used in concrete bases shall be RPC.

C. Steel conduit shall be used to extend elbows beyond foundation.

D. Spare stubouts shall be terminated with a steel coupling and plastic push plug at both ends.

E. Do not grout if breakaway devices are used.

F. See grounding detail drawing SD-1121.

---

**Typical Pole Foundation**

**Section D-D**

---

**Standard Signal Pole Foundation Detail**

**Standard Drawing No:** SD-1109
GENERAL INFORMATION

All work shall conform to the requirements of the most current edition of the National Electrical Code, the Idaho Standards for Public Works Construction (ISPWC), and the Supplementary Conditions and these Standard Revisions. Contractor shall become familiar with these documents to ensure full understanding of the requirements of this Project. Failure to do so does not relieve the Contractor of the duties, obligations and responsibilities addressed within those documents.

The Idaho State Electrical Board has determined that all street lights are to be provided with an external fuse disconnect, in a junction box between the power source and the street light pole. See attached standard drawings for connection requirements.

Street light installations inspections will be required for the concrete base reinforcing, the trench depth and bedding, and for the pole. Contact City of Boise at 208-608-7526 for inspections, 48 hour notice required. Contractor shall notify the City when street light is ready for turn on.

Attachment A lists approved products for Boise City street light installations. Contact Boise street light staff to seek approval for any substitute products.

REVISIONS TO THE STANDARD SPECIFICATIONS

SECTION 1102

STREET LIGHTING

PART 2 MATERIALS

2.2 JUNCTION BOXES

2.2.A Replace with the following:
Junction boxes in driveways or roadways are not allowed.

2.2.B Replace with the following:
Junction boxes in sidewalks and similar areas to be concrete with steel lid and this lid must be bonded to the equipment grounding conductor with the use of a #6 compression lug.
Add the following:

2.2.C Junction boxes in landscape areas may be plastic or fiberglass.

2.2.D All junction boxes to have a means to secure lid (i.e. bolt).

2.2.E See Attachment A for approved products.

2.2.F J-boxes used at the Idaho Power service connections may not use a metal lid.

2.3 FUSE HOLDERS

A.1. Add the following sentence.
Fuses for Boise City installation shall be fast acting – 100k RMS Amps-600VAC.

B.1. Add the following sentence.
Fuses for Boise City installation shall be fast acting – 100k RMS Amps-600VAC.

2.4 CONDUCTOR

B.2 Add the following sentence.
Phase “A” shall be colored Black, phase “B” shall be colored Red, and the receptacle conductors shall be in Blue and White.

2.7 DISCONNECT BOXES

Add paragraph D

D. Disconnect boxes are only required for overhead wiring.

2.8 MAST ARMS FOR WOOD POLES NOT USED FOR BOISE CITY INSTALLATIONS.

2.9 WOOD POLES NOT USED FOR BOISE CITY INSTALLATIONS.

2.10 METAL POLES

Add the following paragraph:

F. Poles may be square, round or tapered round. Decorative poles are prohibited. Poles for decorative fixtures (approved by the City) are to be round. See Street Light Approved list on the web page for approved poles for decorative fixtures.

2.11 FIBERGLASS POLES NOT USED FOR BOISE CITY INSTALLATIONS
2.12 HISTORICAL POLES

Replace with the following:

A. Historical style metal poles shall be true copies, approved by Boise City, Department of Public Works, of the original Old Boise Historical Pole. The new historical poles shall have the same surface texture and have the same Dark Green or Black Green color finish that matches the existing Historical poles in the Historical Lighting District. Metal poles shall have a powder coat finish in accordance with ASTM B-117.

B. Historical poles for the City of Boise shall be cast aluminum, in style and texture of the original Old Boise Historical Pole (see standard drawing BC SD-8). See Attachment A for approved products.

C. Color: To match existing poles, approved color mix for Sherwin Williams DTM Acrylic Coating RAL 6009 Fir Green Order #0174795.

D. Additional pole requirement for historic lights installed within the Capitol City Development Corporation (CCDC) shall be:

1. Poles shall be supplied with a GFCI receptacle with a metal bubble cover having the same color as the pole as shown on standard drawing BC SD-8.
2. Poles shall be supplied with a manufacturer’s adaptor for installation of the approved banner arms and a breakaway banner arm. The adapter or banner arm shall face the building or lot only.

2.13 BOLLARDS  NOT USED FOR BOISE CITY INSTALLATIONS.

2.14 PREFABRICATED BASES  NOT USED FOR BOISE CITY INSTALLATIONS.

2.15 SERVICE PEDESTAL

Add the following:

C. See Street Light Approved list on the city web page for approved products.
2.16 LIGHT FIXTURES

Replace paragraph A. with the following and add G.:

A. Fixture light level as required by Boise City Public Works. See Attachment A for approved products. Class “A” residential, Class “B” collector/general roadway.

G. Effective 1 October, 2015 all fixtures installed shall be labeled with the fixture wattage using a label meeting ANSI C136.15-2011 using the large type. If the manufacturer does not supply the ANSI label then the installer shall mark the fixture with the fixture wattage using black labels with white numbering a minimum of 1.5 inches wide by 2.5 inches high on the bottom of the fixture visible from the ground. If there is not sufficient area on the bottom of the fixture, the wattage label shall be placed on the pole just below the fixture. See examples below. The only exception to this requirement shall be the City of Boise Historical Pole and Fixture. It will not require any wattage label.

PART 3 WORKMANSHIP

3.2 JUNCTION BOX INSTALLTION

Modify paragraph D: Do not install in any driveway or roadway.

3.3 WIRE OR CONNECTORS

Add the following item:

F. For all street lighting installations within the City of Boise the only approved connectors for # 6 or larger wire shall be a split-bolt type connector for ground wires. Waterproof connectors from the Street Light Approved list on the city web page for all other conductors.
3.4 CONDUIT INSTALLATION

B. Underground:

Modify item 5 to read: “Locating wires only required for conduit in which the conductors are not installed in conjunction with the conduit.”

Add the following item:

9. For historical street lights within the Capital City Development areas, an additional, parallel conduit shall be installed from the street light to the control cabinet to accommodate a separate circuit for the outlets on the poles.

3.6 DISCONNECT BOXES  NOT USED FOR BOISE CITY INSTALLATIONS.

3.7 GROUNDING

Add to paragraph C. reference to City of Boise standard drawing BC SD-1117 and ISPWC Standard Drawings.

3.8 CONCRETE POLE BASES

In paragraph F., add reference to City of Boise standard drawing BC SD-9 Historical Pole base.

3.9 POLE INSTALLATION

In paragraph B., delete reference to wood and fiberglass poles. Add reference to City of Boise standard drawing BC SD-11.

G. NOT USED FOR BOISE CITY INSTALLATIONS

3.11 SERVICE PEDESTAL

Modify paragraph A: Service pedestals shall be installed in accordance with standard drawing BC SD-1127.

In paragraph B., Add the following sentence:

Service pedestals connected to historical street lights in the downtown core shall conform to SD-1126 with an additional meter connected to the electrical outlet circuit. Contact Public Works to verify if your locations will need to meet this requirement. See Street Light Approved list on the city web page for approved products.
ADDITIONAL CITY OF BOISE STANDARD DRAWINGS ATTACHED

BC SD-8  HISTORICAL POLE DETAIL

BC SD-9  HISTORICAL POLE BASE DETAIL

BC SD-11 HISTORICAL STREET LIGHT PLACEMENT

BC SD-1127 STREET LIGHT SERVICE PEDESTAL BASE

EXAMPLE OF THE ANSI C136.15-2011 LED WATTAGE LABEL
APPENDIX 'B'

LIGHT POLE STANDARDS

APPROVED FIXTURE LISTING
APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING
Effective January 1, 2018

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products or an approved equal. Contact the City of Boise Public Works Street Light Office at (208) 608-7526 to seek approval for products not listed below (approved equal).

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

STANDARD LIGHT FIXTURES – COBRA HEAD ARTERIAL AND COLLECTOR STREETS
All lighting to meet ANSI C136.15-2011 For Field Wattage Identification and must have a label attached from an OSHA accredited Nationally Recognized Testing Lab.

The preferred photo cell is the DTL 124-1.5 STJ
All light fixtures shall be warranted for 10 year period from the date of installation

Class “B” – 9,100 to 12,000 Lumens

<table>
<thead>
<tr>
<th>LIGHT FIXTURE</th>
<th>PART NUMBER</th>
<th>LUMENS</th>
<th>WATTAGE</th>
<th>LUMEN/POWER FACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTOBAHN Series</td>
<td>ATBO 9774</td>
<td>96 w 114 lpw</td>
<td>ATBO 9774</td>
<td>96 w 114 lpw</td>
</tr>
<tr>
<td>AUTOBAHN Series</td>
<td>ATBO 11639</td>
<td>104 w 112 lpw</td>
<td>ATBO 11639</td>
<td>104 w 112 lpw</td>
</tr>
<tr>
<td>AUTOBAHN Series</td>
<td>ATB2 &amp; ATBM</td>
<td>11160</td>
<td>91 w 123 lpw</td>
<td>ATB2 11160</td>
</tr>
<tr>
<td>AUTOBAHN Series</td>
<td>ATB2 &amp; ATBM</td>
<td>11690</td>
<td>95 w 123 lpw</td>
<td>ATB2 11690</td>
</tr>
<tr>
<td>Eaton Streetworks OVF</td>
<td>OVF 11943</td>
<td>97w 123 lpw</td>
<td>OVF 11943</td>
<td>97w 123 lpw</td>
</tr>
<tr>
<td>Eaton Streetworks NVN NAVION</td>
<td>NVN AF 02</td>
<td>85 w 115 lpw</td>
<td>NVN AF 02</td>
<td>85 w 115 lpw</td>
</tr>
<tr>
<td>Eaton Streetworks NVN NAVION</td>
<td>NVN AF 03</td>
<td>96 w 124 lpw</td>
<td>NVN AF 03</td>
<td>96 w 124 lpw</td>
</tr>
<tr>
<td>Leotek Green Cobra</td>
<td>GCL1</td>
<td>80G MV NW 3R</td>
<td>GCL1</td>
<td>80G MV NW 3R</td>
</tr>
<tr>
<td>Leotek Green Cobra</td>
<td>GCM2</td>
<td>30H MV NW 3R</td>
<td>GCM2</td>
<td>30H MV NW 3R</td>
</tr>
</tbody>
</table>
APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING
Effective January 1, 2018

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products or an approved equal. Contact the City of Boise Public Works Street Light Office at (208) 608-7526 to seek approval for products not listed below (approved equal).

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

Leotek
EC Cobra
LED

10950 lm 90 w 122 lpw
EC4 15M2 MV NW 3 _ _ 530 WL

General Electric
ERLH

10000 lm 82 w 122 lpw
ERLH 0 10 C3 40 A DKBZ IRL

Phillips Lumec

11148 lm 88 w 126 lpw
RFM 90W40LED 4K G2 R3M UNV SRD 2C API NYBC RCD7 SP2 BK

10034 lm 85 w 125 lpw
RFM 85W36LED 4K G2 R3M UNV SRD 2C API NYBC RCD7 SP2 BK

Eaton Streetworks
Archeon Medium

9845 lm 83 w 118 lpw
ARCH-M AF48-80 D U T3 4 10K BK 10X

SimplyLEDs
FLD-RS

13617 lm 89 w 153 lpw
FLD-RS-090W-LV-40K-T3 BL

Approved Part Number Listing- Standard Light Fixtures (Cobra Head)
APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING
Effective January 1, 2018

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products or an approved equal. Contact the City of Boise Public Works Street Light Office at (208) 608-7526 to seek approval for products not listed below (approved equal).

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

STREET LIGHT POLES AND APPLICATIONS
These are the only authorized light pole types to be installed on new projects where they apply.

RESIDENTIAL LIGHT POLES

<table>
<thead>
<tr>
<th>Description</th>
<th>Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 foot dark bronze 4” steel square pole base mount minimum 11 gauge steel and a class “A” residential bronze fixture.</td>
<td>In residential subdivisions only</td>
</tr>
</tbody>
</table>

Foundation type “A” with minimum ¾” J-bolts that are 18” in length. Base requirements as per drawing ISPWC SD-1109.

The installation shall meet the requirements of ISPWC drawings BC SD-1117, BC SD-1109.

8” or 8-1/2” Bolt Circle only.

ROADWAY LIGHT POLES

<table>
<thead>
<tr>
<th>Description</th>
<th>Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 foot black tapered steel pole base mount with a 15 foot minimum mast arm with a class “B” black fixture. Pole height is determined by overall fixture mounting height.</td>
<td>These light poles are for arterials, collector, and local roads outside of a subdivision.</td>
</tr>
</tbody>
</table>

Foundation type “A” with minimum 1” J-bolts that are 24” in length. Base requirements as per drawing ISPWC SD-1109.

The installation shall meet the requirements of ISPWC drawings BC SD-1109, BC SD-1117, and BC SD-1127.
APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING
Effective January 1, 2018

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products or an approved equal. Contact the City of Boise Public Works Street Light Office at (208) 608-7526 to seek approval for products not listed below (approved equal).

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

OPTIONAL ROADWAY LIGHT POLE

<table>
<thead>
<tr>
<th>Description</th>
<th>Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 to 40 foot black tapered steel pole with a class “B” black fixture.</td>
<td>Under power lines or where other obstacles may get in the way. Minimum NEC overhead clearances apply and is the responsibility of the contractor.</td>
</tr>
<tr>
<td>Foundation type “B” with J-bolts that meet manufactures specifications in size and length. Base requirements as per drawing ISPWC SD-1109 usually “B” for 30 ft or “C” for 40 ft.</td>
<td>Manufactures of these type poles are KW or Valmont. These light poles are for arterials, collector, and local roads outside of a subdivision.</td>
</tr>
<tr>
<td>The installation shall meet the requirements of ISPWC drawings BC SD-1109, BC SD-1117, and BC SD-1127.</td>
<td></td>
</tr>
</tbody>
</table>
APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING
Effective January 1, 2018

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products or an approved equal. Contact the City of Boise Public Works Street Light Office at (208) 608-7526 to seek approval for products not listed below (approved equal).

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

RESIDENTIAL LIGHT FIXTURES – COBRA HEADS
All lighting to meet ANSI C136.15-2011 For Field Wattage Identification and must have a label attached from an OSHA accredited Nationally Recognized Testing Lab. All light fixtures will be warrantied for a period of ten years.

The preferred photo cell is the DTL 124-1.5 STJ

Class “A” – 4,500 to 5,500 Lumens, 3000K color

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Output</th>
<th>Part Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eaton Streetworks</td>
<td>Archeon Small</td>
<td>5861 lm 54 w 114 lpw</td>
</tr>
<tr>
<td>LEOTEK</td>
<td>JR</td>
<td>5020 lm 45 w 112 lpw</td>
</tr>
<tr>
<td>American Electric Lighting</td>
<td>ATBMicro</td>
<td>4847 lm 44 w 110 lpw</td>
</tr>
<tr>
<td>LEOTEK</td>
<td>Comfort View</td>
<td>5561 lm 45 w 123 lpw</td>
</tr>
</tbody>
</table>

Approved Part Number Listing- Standard Residential Light Fixtures
APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING
Effective January 1, 2018

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products or an approved equal. Contact the City of Boise Public Works Street Light Office at (208) 608-7526 to seek approval for products not listed below (approved equal).

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.
APPENDIX 'C'

STREET LIGHT ELECTRICAL REQUIREMENTS
Conductor
All conductors in Cabinets, Junction Boxes, and Conduits shall be AWG # 6 copper.
AWG # 10 conductors shall only be used inside light poles

- Neutral wire shall be white NEC 200.6
- The ISPWC does not allow phase tape to be used
- NEC states the Grounding wire shall be green

Circuits
- Lighting circuits are 30A 2P NOT 120V for meter cabinets
- “A” phase is Black
- “B” phase is Red
- Receptacle conductors are Blue & White

Bonding
- NEC 250 -148 Continuity and Attachment of Equipment Grounding Conductors to Boxes & their cover with the use of a # 6 compression lug.
- Light pole, Pole Base, and Fixture shall be connected to the Grounding Wire

Cabinets
- Ground rod should be bonded with the grounding bar
- The neutral bar shall be bonded with the grounding bar at point of service
- 2” conduit should feed all cabinets on the line side (Idaho Power side)
- 2” conduits for all load side for Historical Poles or downtown
- 1” conduits are acceptable for subdivisions or small commercial projects on load side, ask the Street Lighting Technician if in doubt (Tom) 208-440-2320
- Must have a test switch in all cabinets
- Must have photo cell designed by the cabinet maker installed in cabinet, NO EXCEPTIONS
- No timers in meter cabinets
- City of Boise Planning and Development Services Electrical Inspector (208-608-7070) must inspect all cabinets before a final inspection by Public Works
- Must have Electrical permit for new service
Wire Connectors

The only acceptable wire connectors for all underground installations for street lights:

- NSI ISPBS2/0 1 IN / 1 OUT
- NSI ISPB2/0-2 2 PORT
- NSI ISPB2/0-3 3 PORT
- NSI ISPB2/0-4 4 PORT
- NSI ISPB02/0 1 IN / 2 OUT

**Historical poles**
- Must have GFCI receptacles with TayMac Metal Bubble cover (MX5280S) with outer finish color RAL6009 or similar.
- Must have Banner Arm, Eye Bolt
- See Drawing BC SD-8 & BC SD-9

**Inspections**
- Call Public Works Inspections at 208-608-7549 to schedule inspections
- Contractor must be onsite for all inspections
- Arc Fault current shall be labeled at Pole and/or cabinet

**Website**
Cityofboise.org → Public Works → Development Permits or Requirements → Street Lights

Please contact Tom with any questions.
208-608-7526
tmarshall@cityofboise.org
List of Drawings

August 2019

And Golden Dawn Street Lights CLP 182
Paradise Estates, Barberton #1, #2,
Boise, Idaho
City of
Attachment: FB 20-177 Project Manual (RES-81-20; FB 20-177; Residential Street Light Installation, Anderson & Wood Const., NTE $225,613.30)
7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security;

B. Bidder shall include with the Bid the names and addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract, or any other subcontractors required by Article 12 of Instructions to Bidders;

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BID SIGNATURE(S):

SUBMITTED on February 12, 2020.

10702-U

Idaho Public Works Contractor License No.
Anderson & Wood Construction Co., Inc.

Contractor
Fred S Oliver

Name [Typed or Printed]
2120 E Lanark St
City, State, Zip
(208)888-7917
Phone No.

Expiration Date
07/31/2020

Signature

President
Title
20-2684358

Federal Tax #
info@awconst.com
Email
(208)888-4945
Fax No.

The above signed proposes to provide services in accordance with the specifications for FB 20-177, Public Works Department, Boise Idaho and to bind themselves, on the acceptance of this bid, to enter into and execute a contract, of which this bid, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all bids as may appear to be in the best interest of the City. The undersigned further agrees, if awarded a contract, to execute and deliver the same to the City within seven (7) working days after receipt of an executed contract and to submit there with all required insurance certificates.
<table>
<thead>
<tr>
<th>SPEC PAYMENT REF</th>
<th>ITEM</th>
<th>APPROX QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE BID</th>
<th>AMOUNT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC 6.08.B</td>
<td>ACHD Permits &amp; Licenses - No Charge</td>
<td>1</td>
<td>L.S.</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1001.4.1.A.1</td>
<td>Sediment Control</td>
<td>1</td>
<td>L.S.</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>1102.4.1.A.1</td>
<td>Install 25 foot Residential Street Light</td>
<td>27</td>
<td>Ea.</td>
<td>$4,835.00</td>
<td>$103,545.00</td>
</tr>
<tr>
<td>1102.4.1.A.1</td>
<td>Install 25 foot Roadway Street Light</td>
<td>1</td>
<td>Ea.</td>
<td>$5,175.00</td>
<td>$5,175.00</td>
</tr>
<tr>
<td>1102.4.1.A.1</td>
<td>Install 30 foot Roadway Street Light</td>
<td>1</td>
<td>Ea.</td>
<td>$5,565.00</td>
<td>$5,565.00</td>
</tr>
<tr>
<td>1102.4.1.A.1</td>
<td>Install 30 foot Davil Street Light</td>
<td>1</td>
<td>EA</td>
<td>$6,130.00</td>
<td>$6,130.00</td>
</tr>
<tr>
<td>1102.4.1.D.1</td>
<td>Install Wire / Conductor Type THWN or THWN-2 No. 6 AWG Copper - Red or White</td>
<td>2,726</td>
<td>L.F.</td>
<td>$1.04</td>
<td>$2,835.00</td>
</tr>
<tr>
<td>1102.4.1.D.1</td>
<td>Install Wire / Conductor Type THWN or THWN-2 No. 6 AWG Copper - Green</td>
<td>2,726</td>
<td>L.F.</td>
<td>$1.04</td>
<td>$2,835.00</td>
</tr>
<tr>
<td>1102.4.1.D.1</td>
<td>Install Wire / Conductor Type THWN or THWN-2 No. 6 AWG Copper - Black</td>
<td>2,726</td>
<td>L.F.</td>
<td>$1.04</td>
<td>$2,835.00</td>
</tr>
<tr>
<td>1102.4.1.D.1</td>
<td>Install 1'' PVC conduit and fittings</td>
<td>2,726</td>
<td>L.F.</td>
<td>$1.66</td>
<td>$4,525.00</td>
</tr>
<tr>
<td>1102.4.1.F.1</td>
<td>Junction Box Plasitc - Carson 910-10-4BE, or equal</td>
<td>43</td>
<td>Ea.</td>
<td>$64.14</td>
<td>$2,758.00</td>
</tr>
<tr>
<td>1102.4.1.F.1</td>
<td>Junction Box S-4OT - Idaho Precast, or equal</td>
<td>1</td>
<td>Ea.</td>
<td>$394.00</td>
<td>$394.00</td>
</tr>
<tr>
<td>1102.4.1.G.1</td>
<td>Install Service Pedestal (service cabinet supplied by city)</td>
<td>2</td>
<td>Ea.</td>
<td>$900.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>307.4.1.F.1</td>
<td>Type &quot;P&quot; Asphalt Surface Restoration (as measured from lip of gutters)</td>
<td>2,658</td>
<td>L.F.</td>
<td>$12.00</td>
<td>$31,896.00</td>
</tr>
<tr>
<td>706.4.1.E.1</td>
<td>Concrete Sidewalk</td>
<td>30</td>
<td>SY</td>
<td>$142.00</td>
<td>$4,260.00</td>
</tr>
<tr>
<td>706.4.1.A.1</td>
<td>Concrete Curb and Gutter</td>
<td>70</td>
<td>L.F.</td>
<td>$12.00</td>
<td>$840.00</td>
</tr>
<tr>
<td>307.4.1.A.1</td>
<td>Surface Restoration - Landscaping</td>
<td>50</td>
<td>L.F.</td>
<td>$25.00</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>1103.4.1.A.1</td>
<td>Construction Traffic Control</td>
<td>1</td>
<td>L.S.</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>2010.4.1.A.1</td>
<td>Mobilization</td>
<td>1</td>
<td>L.S.</td>
<td>$11,250.00</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>2010.4.1.B.1</td>
<td>Sanitary Facilities</td>
<td>1</td>
<td>L.S.</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>USE TAX</td>
<td>Use Tax of 6% for the 2 City provided Service Pedestals valued at $1,000 X 6%. (2 X $1,000) X 6%</td>
<td>2</td>
<td>EA</td>
<td>$60.00</td>
<td>$120.00</td>
</tr>
<tr>
<td></td>
<td>Total Bid - All Items Combined</td>
<td></td>
<td></td>
<td></td>
<td>$225,613.00</td>
</tr>
</tbody>
</table>

Total bid price to include all permit fees, sales, consumer use, and other similar taxes required by law in the place where the work is performed.

Bidder Name: Anderson & Wood Construction Co., Inc.
BIDDER (Name and Address):

Anderson & Wood Construction Co., Inc.
2120 E Lanark Street
Meridian ID 83642

SURETY (Name and Address of Principal Place of Business):

Great American Insurance Company
301 East Fourth Street
Cincinnati OH 45202

OWNER (Name and Address):

Boise City Department of Finance & Administration
P O Box 500
Boise ID 83702

BID Date: February 12, 2020


BOND

Bond Number: Bid Bond
Date: (Not later than Bid Due Date): February 12, 2020
Penal Sum: Five Percent of Amount Bid (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the following page, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Anderson & Wood Construction Co., Inc.
(Bidder's Name & Corporate Seal)

By: Fred S Oliver, President
(Signature & Title)

Attest: Michelle E White, Secretary
(Signature & Title)

SURETY

Great American Insurance Company
(Surety's Name & Corporate Seal)

By: Elizabeth Schneider
(Attorney-in-Fact)
(Signature & Title)

Attest: Peggy Deffenbaugh
(Signature & Title)

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 OWNER accepts Bidder’s Bid and bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.2 All Bids are rejected by OWNER, or

3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer or proposal as applicable.
The number of persons authorized by this power of attorney is not more than SEVEN

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Limit of Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>TINA COLEMAN</td>
<td>VICKI GOECOECEHA</td>
<td>ALL OF</td>
</tr>
<tr>
<td>MICHELLE SQUIRES</td>
<td>COLLEEN THOMPSON</td>
<td>BOISE, IDAHO</td>
</tr>
<tr>
<td>PHILIP S. WALTER</td>
<td>GREG EWING</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>ELIZABETH SCHNEIDER</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of OCTOBER 2018.

Attest:

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - SS:

On this 2ND day of OCTOBER 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

[Signature]

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-15-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of OCTOBER 2020.

Assistant Secretary

S1029AF (09/15)
Naming of Subcontractors Form  
FB 20-177

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

In the event that the general contractor intends to self-perform the plumbing, HVAC or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work.

The general contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid form.

**BIDDER NAME:** Anderson & Wood Construction Co., Inc.

**EMAIL:** info@awconst.com  

**PHONE:** (208)888-7917  

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLUMBING:</strong></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<p>| |</p>
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<th></th>
</tr>
</thead>
</table>

| **HVAC:** |  |
| N/A |  |

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
</table>

| **ELECTRICAL:** |  |
| Self Perform | C-4480 |

**Anderson & Wood Construction Co., Inc.**  

**2120 E Lanark St-Meridian, ID 83642**  

**OTHER:**  

N/A  

---
BID FORM, FB 20-177 (CLP-182)

PROJECT IDENTIFICATION:

Residential Street Light installation - (CLP-182)

CONTRACT IDENTIFICATION AND NUMBER:

Residential Street Light installation –FB 20-177, (CLP-182)

THIS BID IS SUBMITTED TO:

DELIVER TO:  
Purchasing Office  
Boise City Dept. of Finance & Admin.  
150 N. Capitol Blvd.  
Boise, ID 83702

MAIL TO:  
Purchasing Office  
Boise City Dept. of Finance & Admin.  
PO Box 500  
Boise, ID 83701

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground...
Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given issuing office written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by issuing office is acceptable to Bidder (see Article 7).

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given. Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1006, regarding employment of Idaho residents.
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE
FB 20-177, (CLP-182)

THIS AGREEMENT is by and between Boise City (hereinafter called OWNER) and Anderson & Wood Construction Co., Inc. (hereinafter called CONTRACTOR), duly authorized to do business in the State of Idaho.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: consists of installing street lights in residential neighborhoods, Paradise Estates Subdivision, Barberton Subdivision, Golden Dawn Subdivision, and other related work. The Project is within the Boise City Service Area, Ada County, Idaho.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Residential Street Light Installation – (CLP-182), FB 20-177.

ARTICLE 3 – ENGINEER

3.01 The Project Engineer is the Boise City Engineer or his designated representative who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be substantially completed within 120 DAYS after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

B. Milestone: NONE
4.3 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $280.00 for each day that expires after the time specified in paragraph 4.02A for Substantial Completion until the Work is substantially complete and 4.02B for the Milestone until the Milestone is complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $280.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

In addition to Liquidated Damages due to the Owner, Contractor shall pay Obstruction Fees to ACHD for days that the Work extends beyond the grace period listed under Article 4, Subsection 4.02.B, as specified in Ordinance Number 203.

ARTICLE 5 – CONTRACT PRICE

5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR’s Bid, (attached hereto as an exhibit), in the amount not to exceed $225,613.30.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and Supplementary Conditions.

6.2 Progress Payments; Retainage – N/A

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment, within forty-five (45) days after receipt each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions [and in the case of Unit Price Work based on the number of units completed] or, in the event, there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. 75% of Work completed (with the balance being retainage); and

   b. 0% of cost of materials and equipment not incorporated in the Work.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the Work has been satisfactory, the OWNER may, at the OWNER’s sole discretion, reduce the amount of retainage being held.

6.3 Final Payment

   A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

   B. Final payment will be made within 30 calendar days after the letter of release has been received from the Idaho State Tax Commission.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest per State code.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

   A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

   B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

   C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

A. The Contract Documents consist of the following:
6.E.3.c

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Certificate of Insurance;
5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached);
6. Instructions to Bidders;
7. Supplementary Conditions;
8. General Information and Special Provisions;
9. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached);
10. Addenda (numbers N/A to N/A, inclusive);
11. Exhibits to this Agreement (enumerated as follows):

   CONTRACTOR's Bid;
   CONTRACTOR's Affidavit Concerning Taxes;

12. The following, which may be delivered or issued on or after the Effective Date of the Agreement and are, not attached hereto:

   A. Notice to Proceed;
   B. Written Amendments;
   C. Work Change Directives; and
   D. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

   A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.2 Assignment of Contract

   A. No assignment by a party hereto of any rights or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
10.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 Discrimination Prohibited

In performing the Services required herein, the Contractor 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 physical disability.
CONTRACTOR
Anderson & Wood Construction Co., Inc.       info@awconst.com
2120 E Lanark Street
Meridian, Idaho 83642

By:  

Name:  Pamela Hayes
(please type)

Address:  2120 E Lanark Street, Meridian ID 83642

Fed. Taxpayer I.D. #20-2684358

OWNER:

(seal)

ACKNOWLEDGEMENT

FB 20-177
Public Works Project #CLP-182

STATE OF IDAHO  
COUNTY OF Ada  

ss.

On this ___19th___ day of ___February___, before me the undersigned personally appeared Pamela Hayes, sworn to me to be the Contract Administrator of Anderson & Wood Construction Co., Inc. proved/known to me to be the person(s) who executed the within document. (SEAL)

Notary Public for State of Idaho
Residing at Canyon County
My Commission Expires: 2/13/2022
FB 20-177
Public Works Project #CLP-182

APPROVED AS TO FORM AND CONTENT

PUBLIC WORKS

DEPT. OF FINANCE AND ADMINISTRATION

LEGAL

BOISE CITY

By: __________________________________________
Lauren McLean, Mayor

ATTEST:

By: __________________________________________
City Clerk

$ 225,613.30
Contract Price (NTE)
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-82-20
DATE: February 25, 2020

BACKGROUND:
City of Boise Planning and Development Services, Housing and Community Development Division solicited proposals for the modernization/upgrade of twenty-two (22) residential units located at 2717 S. Vista with the option to add a bid alternate for twenty-two (22) additional units.

BID RESULTS:
The bids were opened February 5, 2020, at 2:00pm local time. Thirty (30) companies received plan sets and were entered on the plan holders list. Three (3) bids were received.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Alt #1</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Source Construction</td>
<td>$187,383.60</td>
<td>$187,383.60</td>
<td>$374,767.20</td>
</tr>
<tr>
<td>HCD, Inc.</td>
<td>$215,321.00</td>
<td>$215,321.00</td>
<td>$430,642.00</td>
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<tr>
<td>National Native American Constr</td>
<td>$415,764.00</td>
<td>$415,764.00</td>
<td>$831,528.00</td>
</tr>
</tbody>
</table>

Engineer’s Estimate $365,000.

Planning and Development Services, Housing and Community Development Division staff has reviewed the bids for accuracy, completeness and responsiveness. The lowest responsive bidder, Pacific Source Construction, has been contacted by Planning and Development Services, Housing and Community Development Division staff and indicated that they would
CITY OF BOISE

like to proceed with the project.

RECOMMENDATION:

Finance and Administration and Planning and Development Services Department, Housing and Community Development Division staff recommend that FB 20-173 is awarded to the lowest responsive bidder, Pacific Source Construction, not to exceed $374,767.20. Award of this contract is subject to compliance with requirements.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 20-173 Contract  (PDF)
- FB 20-173 Vista Apartment Unit Rehab - Phase 5 and 6  (PDF)
- FB 20-173 Attachment 1  (PDF)
- FB 20-173 Attachment 2  (PDF)
- FB 20-173 Attachment 3  (PDF)
- FB 20-173 Addendum 01  (PDF)
- FB 20-173 Addendum 02  (PDF)
- FB 20-173 Addendum 03  (PDF)
- FB 20-173 Addendum 04  (PDF)
- FB 20-173 Pacific Source Construction-bid  (PDF)
CITY OF BOISE

Resolution NO. RES-82-20

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

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-173 VISTA APARTMENT UNIT REHAB - PHASE 5/6 BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT, HOUSING AND COMMUNITY DEVELOPMENT DIVISION) AND PACIFIC SOURCE CONSTRUCTION; 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 Planning and Development Services Department, Housing and Community Development Division, staff recommend award of FB 20-173: Vista Apartment Unit Rehab - Phase 5/6, to the lowest, responsive bidder, Pacific Source Construction.

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 20-173: Vista Apartment Unit Rehab - Phase 5/6 by and between the City of Boise and Pacific Source Construction, 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.
CONSTRUCTION CONTRACT AGREEMENT
Purchasing Contract Number FB 20-173

Project: Vista Apartment Unit Rehab - Phase 5/6
Contractor: Pacific Source Construction
Owner: Planning and Development Services, HCD Division, City of Boise City,

THIS AGREEMENT is made this ___ day of _____ 2020 by and between the City of Boise City, an Idaho municipal corporation located in Ada County, hereinafter referred to as "Owner", and Pacific Source Construction, hereinafter referred to as "Contractor", duly authorized to do business in the State of Idaho.

1. Statement of Work. The Contractor shall furnish labor, material and equipment for, and perform the work described in the Contract Documents for the consideration stipulated, and in compliance with State and City Codes.

1.01. Contract Documents. "Contract Documents" consist of the following, together with any amendments that may be subsequently executed in accord with Paragraph 17 hereof, all of which are incorporated herein and together constitute the "Agreement":

- Bid Proposal
- Construction Contract Agreement
- Specifications
- Acknowledgement
- Supplementary Contract Conditions
- Property "All Risk" Insurance (Equivalent to Contract)
- Performance Bond
- Labor & Payment Bond
- Liability Insurance
- Automobile Insurance
- Workers' Compensation

1.02. Order of Precedence. The various provisions of the Contract Documents are intended to be complementary. However, in the event of a conflict between the terms and conditions of the Contract Documents, the terms of the latest applicable mutually executed amendment will take precedence, followed by the terms of this Construction Contract Agreement and then the terms of the Bid Proposal.


3. Term of Contract. The work to be performed under this Agreement shall commence upon receipt of Notice to Proceed as provided in the General Conditions, 90 days substantial completion for each phase (Base Bid and Alternate #1) with a 365-day contract term, unless sooner terminated as herein provided.

4. Indemnification and Insurance. The Contractor shall indemnify and save and hold harmless the 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 the Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
In addition, the Contractor 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 (currently, a minimum of $500,000). 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, the Contractor 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. The Contractor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits.

Contractor shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If Contractor 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.

Contractor shall secure, pay for and maintain all-risk or special form builders risk insurance, covering risks of physical loss or damage to the Facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work), from perils including, but not limited to, fire, collapse, flood, earth movement, lightning, collapse, testing, debris removal, demolition and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard “all-risk” or special form builders risk policy. Such insurance shall cover all property during construction and testing, and shall include the Owner, Design-Builders, Consultants, Contractors, and Subcontractors to the Project as insureds. The policy shall be written on a replacement cost basis and shall contain an agreed amount endorsement waiving any coinsurance penalty.

Additionally, the Contractor 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 Contractor shall require the SubContractor provide Workers Compensation Insurance for himself and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to the owner prior to the start of work.

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

5. Independent Contractor. In all matters pertaining to this Agreement, the Contractor shall be acting as an independent contractor, and neither the Contractor nor any officer, employee or agent of the Contractor 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.
6. **Compensation.** For performing the services specified in Section 1 herein, Owner agrees to reimburse Contractor 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.

7. **Method of Payment.** Contractor will invoice Planning and Development Services, Housing and Community Development Division directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt. Notwithstanding the forgoing, for projects involving federal funds or federal approval, the date of payment is contingent on the receipt of such funds or approval.

8. **Notices.** Any and all notices required or permitted to be given by either party 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**
  - PDS, HCD Division
  - PO Box 500
  - Boise, Idaho 83701

- **Pacific Source Construction**
  - 10508 W. Business Park Lane
  - Boise, Idaho 83709

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 provided by Paragraph 17 herein.

9. **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.

10. **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 will constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any delays in or failure of performance of any term of this Agreement when and to the extent such delays or failures of performance are caused by occurrences beyond the affected party's reasonable control, 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 the affected party. If any event of force majeure as herein defined occurs, the affected party shall be entitled to a reasonable extension of time for performance under this Agreement.
12. **Assignment.** It is expressly agreed and understood by the parties hereto, that the Contractor 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.

13. **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 subcontractors 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 Owner deems appropriate.

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

15. **Audits and Inspections.** At any time during normal business hours and as often as the Owner may deem necessary, Contractor shall make available to the Owner for examination all of the Contractor’s records with respect to all matters covered by this Agreement. The Contractor 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.

16. **Compliance with Laws.** In performing the scope of services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. **Changes.** The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, and any increase or decrease in the Contractor’s compensation, shall be effective only if they are in the form of mutually executed written amendments to this Agreement.

18. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor 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 Contractor 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 Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
Notwithstanding the above, the Contractor 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 Contractor, and the Owner may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined. This provision shall survive the termination of this Agreement and shall not relieve the Contractor of its liability to the Owner for damages.

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

20. **Contractor to Pay or Secure Taxes.** Per the considerations of Idaho Code § 63-1503, the Contractor agrees: 1) to pay promptly when due all taxes (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term 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 Contractor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and 3) that, in the event of the Contractor's default in the payment or securing of such taxes, excises, and license fees, the Contractor consents that Owner may withhold from any payment due the Contractor hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which the Contractor is liable.

21. **Labor.** To the extent permitted and consistent with any applicable federal labor preference laws, the Contractor will employ ninety-five percent (95%) bona fide Idaho residents to perform the work described in Paragraph 1 of this Agreement, except where Contractor employs fifty (50) or fewer persons for the work, in which case the Contractor may employ ten percent (10%) nonresidents pursuant to Title 44, Chapter 10, Idaho Code.

22. **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.

23. **Non-Appropriation.** Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

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. The individual executing this Agreement on behalf of Contractor warrants that he/she has Contractor's full authorization to do so and that his/her execution of this Agreement is in conformance with applicable legal and organizational authorities.

27. **Acceptance and Final Payment.** Upon receipt of notice that the work 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 Contractor issue a final payment request.

28. **No Third Party Beneficiary.** This Agreement is intended to be solely between and for the benefit of Owner and Contractor. Nothing herein, express or implied, is intended to or shall confer any other person or entity any legal or equitable right, benefit, or remedy whatsoever under or by reason of this Agreement.

29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed version of this Agreement.

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

Pacific Source Construction
10508 W. Business Park Lane
Boise, Idaho 83709

Scott Henderson 2/18/2020
Signature Date

ACKNOWLEDGEMENT

State of ID ss
County of Ada ss

On the 18th day of February, 2020 before me, the undersigned Notary Public, personally appeared Scott Henderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Jana Whitehurst
Notary Public for Idaho

Residing at Boise, ID
Commission Expires: 1-7-2025

(SEAL)
CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

STATE OF ID

COUNTY OF Ada

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.

Tax ID# 26-4433644 (IF EIN IS NOT AVAILABLE, DO NOT INCLUDE SS#)

Pacific Source Construction

(Contractor Name)

10508 W. Brothers Park Lane

(Address)

Boise, ID 83709

(City and State)

Veronica Rogers

(Signature)

Subscribed and sworn to before me the 18th day of February, 2020.

Jana Whitehurst

(Notary Public)

Boise, ID

(City and State)

Commission Expires: 1-7-2025
Purchasing Contract Number FB 20-173

Approved as to form and content:

[Signature]
Department  2/11/2020
Date

[Signature]
Purchasing Agent  2-11-2020
Date

[Signature]
Legal Department  2/12/2020
Date

[Signature]
Risk Management  2/25/2020
Date

City of Boise

Approved by:

__________________________________  Date
Mayor

ATTEST:

__________________________________  Date
City Clerk

Contract Amount:
Not to exceed $374,767.20
(Base Bid and Alternate #1)
This document can be provided in a format accessible to persons with disabilities and/o persons with limited English proficiency upon request.

The City of Boise prohibits discrimination on the basis of housing, employment, public accommodation, race, color, religion, sex, gender, identity/expression, sexual orientation, ancestry, age or disability.

The City of Boise actively encourages any bids by Disadvantaged Business Enterprises, Section 3 Business Concerns and Women and Minority owned firms.
<table>
<thead>
<tr>
<th>Item</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation</td>
<td>3</td>
</tr>
<tr>
<td>Bid Proposal Instructions</td>
<td>4</td>
</tr>
<tr>
<td>General Conditions</td>
<td>5</td>
</tr>
<tr>
<td>General Conditions for Construction</td>
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<td>Work Conditions</td>
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<td>Project Information</td>
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<td>Equal or Equivalent Information</td>
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<td>Equal or Equivalent Request Form</td>
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<td>Bid Proposal Signature Page</td>
<td>27</td>
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<td>Bid Proposal</td>
<td>28</td>
</tr>
<tr>
<td>References</td>
<td>31</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>33</td>
</tr>
<tr>
<td>Sample Contract</td>
<td>34</td>
</tr>
<tr>
<td>Section 3 Overview, Clause and Sample Utilization Plan</td>
<td>Attachment 1</td>
</tr>
<tr>
<td>Supplementary Contract Conditions</td>
<td>Attachment 2</td>
</tr>
<tr>
<td>Drawings and Product Information</td>
<td>Attachment 3</td>
</tr>
</tbody>
</table>
January 6, 2020

The City of Boise, Idaho, invites you to submit a sealed Bid/Proposal for:

**FB 20-173: Vista Apartment Unit Rehab - Phase 5/6**

Bids/Proposals will be prepared per the specifications detailed within the Request for Bid/Proposal document. Bid/Proposal packets are available at no charge with registration through DemandStar or BidNet (links provided on City Website). www.cityofboise.org 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 work the item being sought to purchase is:

Modernization/up-grade of eleven (11) units as per specifications with a bid alternate for an additional eleven (11) units.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(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.

A Bid Security in the form of a bid bond, certified check, cashier’s check or cash in the amount of 5% of the amount of the bid is required.

A **MANDATORY** Pre-Bid Meeting will be held on January 27, 2020 at 2:00pm located at 2717 S Vista Ave (Lobby Area).

<table>
<thead>
<tr>
<th><strong>IMPORTANT DATES</strong></th>
<th><strong>DATE/TIME</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MANDATORY</strong> Pre-Bid Meeting</td>
<td>January 27th, 2020 at 2:00pm, Local Time</td>
</tr>
<tr>
<td>“Equal or Equivalent” Requests Due</td>
<td>January 29th, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Questions &amp; Clarification Due</td>
<td>January 29th, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Bids/Proposals Due</td>
<td>February 5th, 2020 at 2:00pm, Local Time</td>
</tr>
</tbody>
</table>

Bids/Proposals 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 20-173
VISTA APARTMENT UNIT REHAB - PHASE 5/6

1.0 BID/PROPOSAL INSTRUCTIONS AND INFORMATION

• The submission package or envelope **MUST BE SEALED** and **PLAINLY MARKED** with the following: (1) Addressed to Boise City Purchasing Office 150 N. Capitol Blvd. Boise, ID 83702, (2) the Bid/Proposal number, (3) the Bid/Proposal Vista Apartment Unit Rehab - Phase 5/6 (item or service being sought), and (4) the opening date and time. The submitting Vendor’s return address **MUST** appear on the envelope or package. Do not respond to more than one Bid/Proposal in the same envelope. A submission made using "Express/Oversight" services must be shipped in a separate sealed inner envelope/package identified as stated above. No responsibility will attach to the City, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID/PROPOSAL**. Bids/Proposals must be submitted in writing. No oral, telephone, facsimile, telegraphic, or late submissions will be considered. It is the submitting Vendor's responsibility to timely submit their Bid/Proposal in a properly marked envelope, prior to the scheduled due date/time, for receipt in sufficient time to allow the submission to be time and date stamped. To be considered, all submissions must be received at the City Purchasing Office prior to the bid due date/time. The envelope in which the Bid/Proposal is to be received is to be sealed and marked: “**FB 20-173, Vista Apartment Unit Rehab - Phase 5/6**”, and include the submitting company's name on the envelope.

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

OR

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

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

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

• The Owner is the City of Boise.

• **ALL BIDS/PROPOSALS MUST BE SIGNED.**

• If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Bid/Proposal. Where Bid/Proposal 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.
2.0 GENERAL CONDITIONS

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.

2.1 Intent of Bid/Proposal

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

2.2 Bid/Proposal Costs

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

2.3 Reserved Rights

The City of Boise reserves the right to accept or reject Bids/Proposal.

2.4 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.

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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 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.

2.5 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.

2.6 Request for Clarification, Protest of Bid/Proposal Requirements, Standards, Specs, or Process
Any Bidder who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Bid/Proposal 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>Questions and Clarifications due:</td>
<td>January 29th, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Bid/Proposal Specification Protest request to be submitted no later than three (3) working days prior to bid/proposal opening date</td>
<td>Request that protest be submitted no later than three (3) working days prior to bid/proposal opening date, noon local Time</td>
</tr>
</tbody>
</table>

The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Bid/Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Purchasing Office may deny the protest, modify the Bid/Proposal, 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:

Megan Harvey  
City of Boise Purchasing  
150 N. Capitol Blvd  
Boise ID 83702  
mharvey@cityofboise.org

2.7 Addenda
If this bid/proposal is 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 on their Bid/Proposal Response.
2.8 **Modification and Withdrawal of Bid/Proposal**
A Bid/Proposal may be modified or withdrawn by the Bidder prior to the set date and
time for the opening of Bids/Proposals. Bids/Proposals may not be modified or
withdrawn after the bid/proposal opening.

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

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

2.11 **Section 3 Compliance**
Provision of training, employment and business opportunities for:
Contracts and subcontracts in excess of $100,000, work to be performed is subject to
the requirements of Section 3 of the Housing and Urban Development Act of 1968, as
amended. The purpose of Section 3 is to ensure opportunities for training and
employment arising in connection with this project be extended to low income
residents in the area.

Further, the Contractor will, to the greatest extent feasible, utilize business concerns
located in or substantially owned by residents of the project area in the award of
contracts and purchase of services and supplies. The contractor agrees to include this
Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR
Part 135, and agrees to take appropriate action, as provided in an applicable provision
of the subcontract or in this Section 3 clause.

**Section 3 Clause and Sample Utilization Plan attached (Attachment #1).**

2.12 **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.

2.13 **Award Criteria**
Criteria will include pricing for options that best suit the needs of Boise and compliance
with the specifications.

2.14 **Lowest Responsive Bidder**
All contracts or award of bids/proposals 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.

2.15 **Idaho’s Reciprocal Preference Law**
Reciprocal preference applies to any purchase of materials, supplies, services or
equipment that is competitively bid/proposal, regardless of the dollar amount, is subject
Reciprocal Preference Information: [https://www.naspo.org/reciprocity](https://www.naspo.org/reciprocity)

Note: Click on state of ID
2.16 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 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 2.6 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.

2.17 Payments and Billings

The Awarded Bidder will submit all invoices to:

- City of Boise
- PDS, HCD Division
- 150 N Capitol Blvd.
- Boise, ID 83701
- Attn: Gary Campbell

Payments are processed weekly. The awarded Bidder can expect issue and mail of payment within 45 days after receipt of invoice.
2.18 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.

2.19 Delivery:
All costs must include delivery charges.

2.20 Inspection/Acceptance and Final Payment:
Upon receipt of notice that the work 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 Contractor issue a final payment request.

The Owner may withhold, or in account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect them from loss of account of:

- Defective work not remedied;
- Claims filed or reasonable evidence indication public filing or claims by other parties against the Contractor;
- Failure of the Contractor to make payments properly to all subcontractors or for material or labor;
- Damage to another Contractor;
- Waivers from subcontractors and material suppliers must be supplied to the Owner.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment will be made for amounts withheld because of them.

2.21 Guarantee
The contractor performing any part of the work and any subcontractors under the contract shall guarantee their respective work, and all workmanship performed, materials and equipment furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of two (2) years from and after the date of completion and acceptance of the work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and materials, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the contract during such one-year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

The City of Boise reserves the right to reject any and all Bids/Proposals, to waive any irregularities in the Bids/Proposals received, to award on an "each item" basis (however, the Bidder may indicate "all or none"), and to accept the Bid/Proposal deemed most advantageous to the best interest of the City of Boise.
3.0 GENERAL CONDITIONS FOR CONSTRUCTION

3.1 Definitions

3.1.1 Communications
The contractor shall direct all communications regarding the work to the owner.

3.1.2 Contract Documents
The “contract documents” should consist of the construction contract, conditions of the contract, drawings (if required) and specifications defining the scope of work. These should be issued prior to signing the construction contract.

3.1.3 Contractor
The “Contractor” is the person or organization identified as such in the construction contract. The term “contractor” means that person or his authorized representative.

3.1.4 Contractor’s Familiarity with Site and Work
By executing the construction contract, the contractor acknowledges that he has visited the site, has familiarized himself with the local conditions under which the work is to be performed, and understands the scope of work as defined in the contract documents.

3.1.5 Contractor’s Responsibility
The contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work. Unless specifically noted otherwise, the contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery and transportation necessary for proper execution and completion of the work.

3.1.6 Delays
The contractor shall inform the owner of any delays, and causes of such, that affect the completion of the work.

3.1.7 Electrical Power and Water
The contractor shall furnish adequate electrical power and water at the construction site for the performance of the work. The contractor shall furnish, install, maintain and remove any temporary wiring or piping that may be additionally required.

3.1.8 Errors in the Contract Documents
The contractor shall not be held liable to the owner for errors, inconsistencies or omissions in the contract documents. Corrective Work: The contractor shall not be held liable to the owner for errors, inconsistencies or omissions in the contract documents.

3.1.9 Execution
The construction contract should be signed and dated by both owner and contractor.
3.1.10 **Layout of Work**  
The work shall be laid out to true lines and grades in full accord with the drawings. Surveying of lines and grades, from base line and benchmark established by the owner at the construction site and staking thereof, shall be accomplished by the contractor. Monuments shall be substantially established, protected and maintained in place by the contractor for the duration of the contract or until such time as their removal must be authorized by the owner or his representative.

3.1.11 **Owner**  
The “owner” is the person or organization identified as such in the contract documents. The term “owner” means that person or his authorized representative.

3.1.12 **Payment Terms and Insurance**  
The contract documents should set forth requirements for payments and insurance.

3.1.13 **Permits and Taxes**  
Unless otherwise provided, the contractor shall obtain and pay for all construction permits, fees, licenses, etc., as may be required by law. The contractor’s contract sum shall include such federal state and local taxes as may be applicable to the performance of the contract.

3.1.14 **Contractor**  
The contractor shall be responsible for coordinating with the City of Boise to obtain appropriate ACHD permits and will reimburse the city for fees, fines, or penalties the city incurs due to Contractor’s violation of any ACHD policy. City shall certify to ACHD that Contractor is authorized to obtain a Temporary Highway and Right-of-Way Use Permit from ACHD on City’s behalf. The parties acknowledge and agree that the scope of the agency granted by such certification is limited to and conterminous with, the term and scope of the Agreement.

3.1.15 **Premises**  
The contractor shall at all times keep the premises clean and free of accumulated waste materials and rubbish caused by the operations. At the completion of the job, the contractor shall restore all areas damaged in the course of the work, unless the Contract Documents specify differently.

3.1.16 **Project**  
The “project” is that total construction defined in the contract documents of which the work may be the whole or only a part is generally described as follows: FB 20-173 Vista Apartment Unit Rehab – Phase 5/6

3.1.17 **Protection of the Public**  
The contractor shall erect and maintain barricades, canopies, guard, lights, and warning signs to the extent required by law or reasonably necessary for protection of the public.

3.1.18 **Review of Contract Documents**  
The contractor shall carefully review the contract documents and shall promptly report any errors, inconsistencies or omissions the contractor may discover.
3.1.19 **Schedule**
Upon Project Manager's request, the contractor shall submit a schedule indicating the intended starting date of the work, the different phases and timetable, and the intended date of completion.

3.1.20 **Scope of Work**
The term “scope of work” includes all labor, materials, equipment and transportation to complete the work as defined in the contract documents.

3.1.21 **Supervision and Direction**
The contractor shall be responsible for the supervision and direction of the work. The contractor shall direct his authorized staff and/or subcontractors as deemed necessary and consistent with good construction practices.
4.0 WORK CONDITIONS

4.1 Materials, Appliances, Employees
Unless otherwise stipulated, the Contractor will provide and pay for all materials, labor, water, dust control, tools, equipment, light, power, transportation and other facilities. The Contractor is responsible for the security of all materials, appliances and employees necessary for the execution and completion of the work. All materials will be of good quality. The Contractor will, if required, furnish satisfactory evidence as to the kind and quality of materials.

4.2 Superintendence
The Contractor will assign to the project work during its progress, a competent project manager, representative of his authority, and any necessary assistance, all satisfactory to the Owner's representative.

If the Contractor and/or Contractor's project manager and employees, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in plans or the layout as given by survey points and instructions, Contractor will immediately inform the Owner's representative, in writing, and the Owner's representative will promptly verify the same. Any work done after such discovery, until authorized by the Owner's representative, will be done at the Contractor's risk.

4.3 Changes in Work
The Owner, without invalidating the Contract, may order additions to or deductions from the work; the contract sum adjusted accordingly. Any claim for extension of time caused thereby will be adjusted at the time of ordering such change. In giving instruction, the Owner will have authority to make minor changes in the work not involving extra costs, and not inconsistent with the purpose of the work. The City will further have authority to issue written change orders. Except in an emergency endangering life and property, no extra work or change will be made unless done in pursuance of a written order and no claim for an addition to the contract sum will be valid unless the additional work was ordered. The Contractor will proceed with the work as changed and the value of any such work or change will be determined as provided for in the Agreement.

4.4 Extension of Time
All delays in the prosecution of the work are at the risk of the Contractor, but any delay caused by an act of the Owner will entitle the Contractor to a reasonable extension of time within which to complete the Contract. The extension will be determined by the Boise Planning and Development Services, Housing and Community Development Division. Designee or his duly assigned representative, whose decision will be final.

The Contractor will notify the Owner's representative within two days of any occurrence which in the Contractor's opinion entitles them to an extension of time for completion. Such notice will be in writing. The Owner's representative will acknowledge in writing receipt of any such claim by the Contractor within 2 days of its receipt.

4.5 Contractor Delays and Liquidated Damages
Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be,
impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work the Contractor will pay to the Owner, or have withheld from monies due, the sum of $500, unless otherwise provided under “Special Provisions” if present.

Execution of the Contract under these specifications will constitute agreement by the Owner and Contractor that $500 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, and that such sum is liquidated damages and will not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the number of calendar days specified, the Boise Planning and Development Services, Housing and Community Development Division representative will have the right to increase the number of calendar days or not, as Boise Planning and Development Services, Housing and Community Development Division representative may deem best to serve the interest of the Owner, and if Boise Planning and Development Services, Housing and Community Development Division representative decides to increase the said number of working days, Boise Planning and Development Services, Housing and Community Development Division representative will further have the right to charge to the Contractor, and to deduct from the final payment for the work, all or any part, as Boise Planning and Development Services, Housing and Community Development Division representative may deem proper, of the actual cost of design, engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate will not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed for liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time agreed for the completion of the project as a result of epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided that the Contractor will notify the Boise Planning and Development Services, Housing and Community Development Division Representative in writing of the causes of delay within five (5) days from the beginning of any such delay. The Boise Planning and Development Services, Housing and Community Development Division Project Manager will ascertain the facts and the extent of the delay, and his findings thereon will be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Boise Planning and Development Services, Housing and Community Development Division Project Manager documentary proof that Contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof in the form of supplementary progress schedules, that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations.
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4.6 Payments withheld prior to Final Acceptance of Work
The Owner may withhold, or in account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect them from loss of account of:

- Defective work not remedied;
- Claims filed or reasonable evidence indication public filing or claims by other parties against the Contractor;
- Failure of the Contractor to make payments properly to all subcontractors or for material or labor;
- Damage to another Contractor;
- Waivers from subcontractors and material suppliers must be supplied to the Owner.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment will be made for amounts withheld because of them.

4.7 Protection of Existing Utilities
The Contractor will be furnished such drawings as the City has available and the Contractor will be obligated directly to the City and/or any utility company for any damage or interruption of service. It will be repaired or restored promptly by the involved utility and at the expense of the Contractor.

4.8 Assignment
The Contractor will not assign the Contract or sublet it as a whole or in part without the written consent of the Owner, nor will the Contractor assign any moneys due or to become due to them hereunder, without the previous written consent of the Owner. Assigning or subletting the Contract will not relieve the Contractor of his surety from any contract obligation.

4.9 Public Works Contractor's License Requirement ID Code 67-2310 and 54-1902
The Contractor will, upon the space provided in the bid/proposal provide the names and addresses, and the Idaho Public Works Contractor's license number of each subcontractor that the Contractor will utilize for the construction, alteration or repair of the public works here involved, as required by the provisions of Sections 67-2310 & 54-1902, Idaho Code. Failure to name subcontractor for plumbing, heating, air-conditioning and electrical as required by said Section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

In addition a State Public Works License is required prior to the bid/proposal opening for all City Construction Contracts for amounts over $50,000.00, unless federally funded. Both Contractors and Subcontractors must have the appropriate Public Works License for the particular type of construction work involved as specified in State Code Section 54-1902. The prime contractor must perform at least 20% of the work under any City contract unless otherwise agreed to by the City. All provisions of the relevant State Code must be met in the project. On federally funded projects a State Public Works license is required by time of bid/proposal award and execution of any such contract.

The Contractor agrees that Contractor is as fully responsible to the City for the act and omissions of his subcontractors and of persons either directly or indirectly employed by them as contractor is for the acts and omissions of persons directly employed by them.
Nothing contained in the contractual documents will create any contractual relation between the subcontractor and the City.

4.10 Bonds
The Contractor will furnish bonds acceptable to the City, within 7 days after date of award, for a sum equal to 100% of the amount of the contract for a Performance, and Labor and Material Bonds. Such bonds are to be conditioned on the faithful performance of the work required by these specifications. These bonds will be from the same surety.

4.11 Default, Termination and Forfeiture
If the Owner is compelled to incur any expenses including reasonable attorney's fees in instituting and prosecuting any action of proceeding by reason of any default of Contractor hereunder, the sum or sums so paid by Owner with all interest, costs and damages will be deemed to be additional costs hereunder and will be due from Contractor to Owner on the first day of the month following the incurring of such respective expenses. This provision will be deemed to be a separate contract between the Owner and the Contractor and will survive any default, termination or forfeiture of this Contract.

4.12 Compliance with City Codes
The Contractor agrees to comply with all specifications, the Boise City Code and Ordinances, and statutes of the State of Idaho relating to such work and construction. In case of a dispute arising hereunder, the Boise City Code will govern.

In addition, each Contractor will certify complete compliance with all Idaho statutes with specific reference to the Public Works Contractors State License Law, Title 54, Chapter 19, Idaho Code, as amended, in connection with all work pertaining to all claims for payment under the terms of this contract.

Notice of Amendment of Public Works Contractors License Act Title 54, Chapter 19, Idaho Code, as Amended

The 37th Session of the Idaho Legislature passed and the Governor signed into law, effective March 27, 1963, House Bill 283 as amended, which amends Title 54, Chapter 19, Idaho Code, by adding a new section to the Public Works Contractors License Act, which reads as follows:

54-1904A - Within 30 days after any public works Contractor who is required to be licensed pursuant to this chapter has been awarded a contract for construction to be performed with the State of Idaho involving the expenditure of any public moneys, the contract awarding agency will file with the tax collector a signed statement showing the date on which such contract was made or awarded, the names and addresses of home offices of the contracting parties, including all subcontractors, the state of incorporation if the party is a corporation, the project number and a general description of the type and location of the work to be performed, the amount of the prime contract and all subcontracts, and all other relevant information which may be required on forms which may be prescribed by the tax collector.

Every Contractor and subcontractor whose name appears on any such notice will be required to file income tax returns with the State Tax Collector and to pay all income taxes which may be due thereon pursuant to law of all years in which any public
moneys were received by them in connection with any construction work which was performed within the State of Idaho. A failure to pay any income taxes which may be due thereon, in addition to all other penalties therefore as provided by law, will constitute grounds for suspension or revocation of license as in this act provided.

4.13 Idaho Labor Preference:
This project is subject to the provisions of the Idaho Code 44-1001 and 44-1002, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents.

4.14 Preference for Idaho Domiciled Public Works Contractors:
Idaho Code 67-2348 requires the City to apply a preference in determining which contractor for public works submitted the lowest responsive bid. If the contractor who submitted the lowest dollar bid is domiciled in a state which has preference law which penalizes Idaho domiciled contractors, then the City must apply the preference law (percentage amount) of that domiciliary state to the Contractor's bid.

4.15 Payments under City Contract
Compensation for City projects is paid by City warrants against budgeted funds and issued in accordance with the contract documents. City will withhold 5% retainage from each pay application until Final Acceptance. Payment will be made within 35 calendar days of City approval of pay application.

4.16 Inspection of Site
Each Bidder should visit the site of the proposed work and fully acquaint themselves with the existing conditions there relating to the construction and labor and should fully inform themselves as to the facilities involved, the difficulties and the restrictions attending the performance of the Contract. The City will be justified in rejecting any claim based on facts regarding which should have been on notice as a result thereof.

4.17 Asbestos
When asbestos is discovered in any project, it shall be handled and disposed of in a manner conforming to the requirements of all local, state or federal agencies. Contractor shall comply with all federal, state, and local hauling and disposal regulations. In addition to the requirements of the General Conditions, Contractor’s safety requirements shall conform to ANSI A10.6. Contractor shall provide City with a copy of the Waste Shipment Record after proper disposal of asbestos material. Disposal procedures, waste shipping record and landfill receiving forms are available from the City upon request.

4.18 Termination by the Owner
If the Contractor is adjudged as bankrupt, or if makes a general assignment for the benefit of this insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, labor, or persistently disregards laws, ordinances, or the instructions of the Owner's representative and the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may without prejudice to any right or remedy and after giving the Contractor and his Surety 7 days written notice, terminate the employment of the Contractor and take possession of the site and all materials, provided for the completion of the project, and may finish the work by whatever method he may deem expedient.
In such cases the Contractor will not be entitled to receive any further payment until work is finished. If the unpaid balance of the contract price will exceed the expense of finishing the work, including compensation for additional administrative services, such excess will be paid to the Contractor. If such expense will exceed such unpaid balance, the Contractor and/or his surety will pay the difference to the Owner.

4.19 Waiver of Liens
It is agreed that no lien will be at any time be filed against the premises upon which the work is performed, or any part thereof, by Contractor or any of his subcontractors or other person employed by or furnishing labor, services, equipment or materials to Contractor or any of his subcontractors for, in or about the performance of the work. This clause will be inserted in all of the Contractor's or any of his subcontractor's purchase orders and material agreements.

4.20 Indemnification and Insurance
The Contractor will provide (from insurance companies acceptable to the City) the insurance coverage designated hereinafter and pay all costs. The Idaho Tort Claims Act sets a limit of $500,000 as a minimum requirement for liability coverage. The Contractor will also provide (from insurance companies acceptable to the City) Builder's Risk coverage in an amount equal to the value of the project. The Contractor will pay all costs.

Any insurance policy, or certificate of insurance, will name the City as a named insured where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with Purchasing prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving 30 days written notice thereof to Contractor and City, but the Contractor may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with the Department.

The Contractor will indemnify and save and hold harmless the City of Boise from and for any losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of the City of Boise or its employees. In addition, the Contractor will maintain, and specifically agrees that it will maintain, throughout the term of the Agreement, liability insurance in which the City of Boise will be named 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 will not be deemed a limitation of the covenants to indemnify and save and hold harmless the City of Boise and if the City of Boise becomes liable for an amount in excess of the insurance limits, herein provided, the Contractor covenants and agrees to indemnify and save and hold harmless the City of Boise from and for all such losses, claims, actions, or judgments for damages or liability to person or property.

The Contractor will provide the City of Boise with a Certificate of Insurance or other proof of insurance evidencing the Contractor's compliance with the requirements of this paragraph and file such proof of insurance with the City of Boise, Idaho. In the
event the insurance minimums of the Idaho Tort Claims Act are changed, the Contractor will immediately submit proof of compliance with the changed limits.

4.21 Workers' Compensation Insurance
Worker's Compensation Insurance, as listed by the Idaho Industrial Commission, must be valid in Idaho for the entire length of the project contracted by the City of Boise or supplier accepts full responsibility for all related tax penalties. The Contractor will have and maintain during the life of this contract, the statutory Workers' Compensation, regardless of any number of employees or lack thereof, for all those including themselves to be engaged in work on the project under this contract, and, in case any such work is sublet, the Contractor will require the subcontractor to provide Workers' Compensation Insurance for themselves and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to Owner prior to the start of work.
5.0 PROJECT INFORMATION AND SPECIFICATIONS

1. Scope of work to include: removal and replacement of all interior wall and ceiling coverings, plumbing and electrical upgrades and/or modifications described in project specifications, complete paint of interior, floor covering, installation of sheetrock wall covering, kitchen cabinetry, plumbing and electrical.

2. Contractor will complete the first eleven (11) units between March 1, 2020 and May 31, 2020. If selected, the second eleven (11) units between July 1, 2020 and September 23, 2020. Units will not be occupied at the time work is performed.

3. All work to be performed Monday through Saturday, between 7:30 am and 5:30 pm and be completed within the contract time frame.

4. Any/all work performed on a Sundays will require project managers approval, prior to any Sunday work performed.

5. All units to be cleaned and left rent ready upon completion.

6. All debris to be removed from site and disposed of in an appropriate manor.

7. U.S. Department of Housing and Urban Development (HUD), U.S. Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA) rules and/or regulations concerning lead-based paint (LBP), Asbestos Containing Materials (ACM), Worker Safety and/or waste disposal will apply as applicable to all work performed.

8. Lead-based paint (LBP) rules and/or regulations will apply (as applicable), to all work associated to the 2717 S Vista Project. Additional LBP and/or Asbestos information will be provided at time of preconstruction conference.

PROJECT SPECIFICATIONS

1. Demo
Furnish all labor, and equipment required to remove all interior wall and/or ceiling coverings (drywall), floor coverings, cabinetry, plumbing and light fixtures. Interior demo to be complete and include removal of all associated debris from site.

- Attic insulation associated to the upstairs units will need to be relocated for reuse and/or removed as part of the demolition activities associated to the upstairs units.
- Please note: Demolition and/or removal of components containing 1% or less asbestos will be subject to the OSHA and EPA Worker Protection Rules and/or regulations.

2. Drywall
Furnish all labor, materials and equipment required to install new 5/8" drywall to all existing wall and/or ceiling areas. Green board at bathroom wall and ceiling surfaces, single layer at all typical walls surfaces and double layer at all ceiling surfaces. All new sheetrock surfaces to be mud, taped and textured, with the exception of the bathroom wall surfaces that will be FRP covered. All textured surfaces to be primed and/or sealed and left paint ready.
3. **FRP Paneling**  
Furnish all labor, materials and equipment required to install new FRP materials to proposed bathroom wall surfaces. Installation to be complete as per manufacturers recommendations, include all wall preparation and/or associated materials.

- FRP materials to be a .045 minimal thickness, with a white textured finish.

4. **Interior Doors**  
Furnish all labor, materials and equipment required to install new pre-hung 6 panel interior door at proposed bathroom door location. New door to be properly sized to fit opening, include all associated hardware and lever handled (privacy styled) knob set.

- Knob set and hardware to have a brushed nickel finish.

5. **Interior Trim**  
Furnish all labor, materials and equipment required to install new 2-1/4" tear drop style, wood door casings and base trim throughout unit. New trim to have miter cut corners and laps, nails set, holes filled, primed and left paint ready.

6. **Cabinets**  
Furnish all labor, materials and equipment required to install new (Owner Furnished) base and wall cabinets as per attached plan. New cabinetry to be installed complete with matching fillers, toe kicks, end panels and associated trim. Cabinets to be attached to studs. Seal all holes and openings where pipes, wire and other materials may come through cabinets. All work to be level, plumb & true.

- Cabinet detail and product description per attached plan.
- Installation (Owner Furnished) Bathroom vanity to be included as part of this bid.
- Slight layout modifications (with City of Boise project manager pre-approval) may be allowed to accommodate the proposed installation.

7. **Countertops**  
Furnish all labor, materials and equipment required to install new (Owner Furnished) countertops at kitchen and bathroom areas. Installation to be complete, as per manufacturers recommendations and include all associated materials.

- Cutout for sinks and installation of a 6" white tile backsplash at proposed new counter top areas to be included as part of this bid.

8. **Kitchen**  
Furnish all labor, materials and equipment required to install new sink, faucet, trap assembly, sink baskets, shutoff valves and supply lines to fixtures at proposed new kitchen locations. All associated materials and/or labors required for complete professional installation to be included as part of this bid.

- Faucet to be a double handle (Moen, Caldwell Style # CA87888) with matching side spray or approved equal. Sink to be a 25" X 22" stainless steel (Kohler) or approved equal.
9. Vanity
Furnish all labor, materials and equipment required to install new sink, faucet, trap and pop-up assembly, shut-off valves and supply lines to fixtures at proposed new vanity location. All associated materials and/or labors required for complete professional installation to be included as part of this bid.

- Proposed sink to be a white drop in oval (Kohler) or approved equal.
- Proposed faucet to be a double handle, chrome finished (Moen #WS84913SRN) or approved equal.

10. Bathroom
Furnish all labor, materials and equipment required to install new toilet at existing bathroom location. Installation to be complete and include replacement of shut-off valve and supply line to fixture. Replacement of shower valve cartridge, handle, trim kit, diverter spout and pop-up to be included as part of this bid.

- Second level tub/drain assembly at each unit will be replaced when assessable.
- Proposed toilet to be a white, elongated (Toto, Entrada Style) or approved equal.
- Right and/or left hand flush to match existing.
- Removal of existing to be included in this bid.

11. Refinish Tub
Furnish all labor, materials and equipment required to refinish existing tub and shower wall surfaces. Contractor is encouraged to hire a third party, professional tub refinishing firm, from the local area that is experienced in the proposed application.

- The proposed tub color is white and will include (like for like) replacement of valve trim, diverter spout and pop-up.
- All grab bars removed will need to be replaced (like for like) upon completion.

12. Paint
Furnish all labor, materials and equipment required to paint entire interior of unit. Apply two coats interior latex paint to all interior wall, ceiling and painted trim surfaces, apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.

- Paint to be an interior grade low VOC latex (Sherwin Williams, Super Satin, Arizona White) or approved equal.
- Interior brick surfaces will not be painted (unless previously painted).

13. Electrical
Furnish all labor materials and equipment required to complete electrical work listed below. All work to be completed as per 2015 IBC and 2017 NEC.

1. Install new AFCI and/or GFCI protected receptacles at all required interior locations.
2. Install new (white) wall receptacles, switches and cover plates at new and/or existing locations.
3. Install new wiring and receptacle to proposed new refrigerator location (GFCI protected at panel).
4. Install new (like for like) contractor furnished exhaust fan motors, at existing bath fan locations.
5. Install new Owner Furnished light fixtures at all existing fixture locations. Existing can light will be removed and/or not be replaced as part of this project.

Please note: In order to satisfy the building permit requirements associated to this project. Contractor will be required to install adequate amount of mineral wool insulation between the back to back electric panels located on the common kitchen wall area between units. Associated cost for mineral wool installation is to be included in the proposed cost for insulation.

14. Seal Penetrations
Furnish all labor, materials and equipment required to seal all existing electrical, plumbing and/or mechanical penetrations at existing wall, floor and/or ceiling locations. All penetrations need to be sealed with an appropriate type material (spray foam fire caulk, fire tape, etc.) suitable for application.

15. Insulation
Furnish all labor, materials and equipment required to install fiberglass insulation at all accessible ceiling areas (excluding the bathroom) of the lower units. Insulation to be unfaced fiberglass batt and of adequate thickness to fill the ceiling/floor joist cavity of the proposed location.

Contractor will be required to remove and/or relocate as much of the existing (blow in type) fiberglass insulation as possible from the attic areas of the second level units associated to this project, (prior to ceiling removal). Same insulation shall be evenly distributed at the same area previously removed upon the completion of proposed ceiling replacement.

Please note: In order to satisfy the building permit requirements associated to this project. Contractor will be required to install adequate amount of mineral wool insulation between the back to back electric panels located on the common kitchen wall area between units.

16. Flooring
Furnish all labor and equipment required to remove all vinyl floor covering, ceramic tile, carpet and pad from existing floor surfaces. Measure for, furnish and install new carpet, carpet pad and vinyl to proposed floor areas. Include all floor prep and associated materials. All debris associated with the proposed floor covering removal and/or installation to be removed from site and disposed of in an appropriate manner.
FB 20-173
VISTA APARTMENT UNIT REHAB - PHASE 5/6

- Installation of new 3/8" particle board underlayment at upper level vinyl floor areas to be included as part of this bid. Vinyl covering and associated floor prep at existing bathroom floor areas to be included as part of this bid.
- Proposed new floor covering locations as per attached drawings. All measurements need be verified at site.
- New vinyl to be a fully adhered (Mohawk, Mt Rainier/ultimate #895) or approved equal.
- Carpet to be (Mohawk, New Basic 28 oz, Color 7978 Mineralite) or approved equal.
- Pad to be a 7/16" water resistant pad.

17. Miscellaneous Items
Furnish all labor materials and equipment required to install new like for like beveled mirror at the proposed vanity location. Furnish and install new Toilet paper holder, towel rods, towel hook and towel rings at proposed bathroom and/or vanity wall locations.

- Toilet paper holder to be a Moen, Preston (DN8408BN) or approved equal.
- Towel rods to be a 24" Moen, Preston (DN8424BN) or approved equal.
- Towel hooks to be a Moen, Preston (DN8403BN) or approved equal.
- Towel rings to be a Moen, Preston (DN8486BN) or approved equal.

PROJECT SPECIAL INSTRUCTIONS

1. Federal Funding is involved.
2. Contractor shall comply with all Supplementary Contract Conditions.
3. Public works contractor’s license will be required at time of contract signing, not bid submittal.
4. Davis Bacon wage rates, payroll reporting requirements and all associated related acts requirements will apply to all work performed on this project.
5. No work shall be performed on Sundays and/or before 8:00 am or after 6:00 pm (unless authorized by the HCD project manager).
6. The Owner reserves the right to award any, all or none of the alternate bid items. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder based on the sum of Base Bid and Alternates accepted.
These specifications are given as guidelines. Vendors 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 January 29th, 2020 at 5:00pm, Local Time.

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 or proposal:**
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.**
**FB 20-173**

**VISTA APARTMENT UNIT REHAB - PHASE 5/6**

**EQUAL OR EQUIVALENT REQUEST FORM**

TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: **FB 20-173 Vista Apartment Unit Rehab - Phase 5/6.** 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>
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</table>

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

<table>
<thead>
<tr>
<th>Differences between Equal or Equivalent requested and specified item:</th>
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<tr>
<th>What effect does Equal or Equivalent requested have on the use of the product?</th>
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</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>
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</thead>
<tbody>
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<td></td>
<td></td>
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<td>By:</td>
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</table>
**VISTA APARTMENT UNIT REHAB - PHASE 5/6**

**Return in Sealed Envelope**

**BID PROPOSAL SIGNATURE PAGE**

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Please print or type</th>
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</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
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<tr>
<td>City, State, Zip Code</td>
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<tr>
<td>Phone#</td>
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<tr>
<td>E-Mail Address</td>
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<td>Federal Tax ID#</td>
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<td>Signature</td>
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<td>Printed Name</td>
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<tr>
<td>Title</td>
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<td>Date</td>
<td></td>
</tr>
<tr>
<td>Idaho Public Works Contractor's License Number (If Available)*</td>
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</tbody>
</table>

*Due to Federal Funding, the Idaho Public Works Licensing requirement is not applicable and/or required at time of bid submittal, but will be required at time of contract signing.

**Request for Section 3 bid preference:** Yes [ ] No [ ]

The Section 3 bid preference will only be awarded to qualified Section 3 Business Concerns, that have requested the bid preference, provided proof of Section 3 self-certification, and submitted a project specific Section 3 utilization plan (at minimum) five (5) days prior to bid opening.

Bidder Acknowledges Receipt of the Following Addenda:

- [ ] Addenda #1
- [ ] Addenda #3
- [ ] Addenda #2
- [ ] 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.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

**Number of days price will be guaranteed:**

| (Request 90 days) |
# BID SCHEDULE PRICING

**BASE BID - REHAB OF 11 UNITS:** To include units 114, 115, 116, 119, 214, 215, 217, 218, 219, 231 & 232. Work is to be completed prior to May 31, 2020.

<table>
<thead>
<tr>
<th>Scope Item</th>
<th>Cost for 11 Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demo</td>
<td>$</td>
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<tr>
<td>2. Drywall</td>
<td>$</td>
</tr>
<tr>
<td>3. FRP Paneling</td>
<td>$</td>
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<td>4. Interior Doors</td>
<td>$</td>
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<td>5. Interior Trim</td>
<td>$</td>
</tr>
<tr>
<td>6. Cabinets</td>
<td>$</td>
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<tr>
<td>7. Countertops</td>
<td>$</td>
</tr>
<tr>
<td>Cabinet and Countertop Use Tax (Includes Bathroom Vanity)</td>
<td>$835.80</td>
</tr>
<tr>
<td>8. Kitchen</td>
<td>$</td>
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<tr>
<td>9. Vanity</td>
<td>$</td>
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<tr>
<td>10. Bathroom</td>
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<tr>
<td>11. Refinish Tub</td>
<td>$</td>
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<td>12. Paint</td>
<td>$</td>
</tr>
<tr>
<td>13. Electrical</td>
<td>$</td>
</tr>
<tr>
<td>Electrical Use Tax</td>
<td>$217.80</td>
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<tr>
<td>14. Seal Penetrations</td>
<td>$</td>
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<tr>
<td>15. Insulation</td>
<td>$</td>
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<tr>
<td>16. Flooring</td>
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<tr>
<td>17. Miscellaneous Items</td>
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<tr>
<td><strong>Total Base Bid:</strong></td>
<td>$</td>
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</table>

**Total Base Bid in Words:** 

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*Note: All costs are in Lump Sum unless specified.*
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VISTA APARTMENT UNIT REHAB - PHASE 5/6

Bid Alternate #1: Rehab of an additional eleven (11) units. Units to include 124, 126, 128, 210, 211, 212, 213, 224, 226, 227 & 228. Work is to be completed prior to September 23, 2020. Decision to pick up Bid Alternate #1 option will be made prior to June 1, 2020.

<table>
<thead>
<tr>
<th>Scope Item</th>
<th>Cost for 11 Units</th>
<th>Cost for 11 Units</th>
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<tbody>
<tr>
<td>18. Demo</td>
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<td>19. Drywall</td>
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<td>20. FRP Paneling</td>
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<td>21. Interior Doors</td>
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<td>22. Interior Trim</td>
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<td>23. Cabinets</td>
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<tr>
<td>24. Countertops</td>
<td>$</td>
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<tr>
<td>Cabinet and Countertop Use Tax</td>
<td>$835.80</td>
<td>$835.80</td>
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<tr>
<td>(Includes Bathroom Vanity)</td>
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<tr>
<td>25. Kitchen</td>
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<td>26. Vanity</td>
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<tr>
<td>27. Bathroom</td>
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<tr>
<td>28. Refinish Tub</td>
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<td>29. Paint</td>
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<tr>
<td>30. Electrical</td>
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<tr>
<td>Electrical Use Tax</td>
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<tr>
<td>31. Seal Penetrations</td>
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<td>32. Insulation</td>
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<td>33. Flooring</td>
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<tr>
<td>34. Miscellaneous Items</td>
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<td><strong>Total Bid Alternate #1:</strong></td>
<td>$</td>
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<td><strong>Total Bid Alternate #1 in Words:</strong></td>
<td>$</td>
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</table>
VISTA APARTMENT UNIT REHAB - PHASE 5/6
Return in Sealed Envelope

DELIVERY INFORMATION

List any risks associated with the on-time delivery of this project:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Capacity (list current projects and current completion dates):

<table>
<thead>
<tr>
<th>Project</th>
<th>Completion Date</th>
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</table>
Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider’s experience to comply with the requirements of this proposal. Failure to provide references with similar scope/product, successfully delivered can be grounds for disqualification.

### Reference 1

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Contact Name</th>
<th>Contact Title/Role</th>
<th>Contact Phone Number</th>
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</table>

### Reference 2

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Contact Name</th>
<th>Contact Title/Role</th>
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### Reference 3

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<tr>
<th>Organization Name</th>
<th>Contact Name</th>
<th>Contact Title/Role</th>
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</table>

List any previous City projects, performed within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

<table>
<thead>
<tr>
<th>Project</th>
<th>Department</th>
<th>Contact</th>
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**Vendor’s Comments:**

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REQUIREMENTS

In the event that the general contractor intends to self-perform the plumbing, HVAC or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work by the time of contract signing.

The general contractor shall demonstrate compliance with this requirement by listing “Self” on the form below then providing their valid contractor’s license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor prior to contract signing.

SUBCONTRACTORS

As required by Idaho Codes 54-1902 and 67-2310 the following list includes the names, addresses, Idaho Public Works License number and the percentage of project in dollars for all Subcontractors. Failure to name subcontractor (if used) for plumbing, heating, air-conditioning and electrical as required by said section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

Public Works and Trade license numbers will be required at time of contract signing, not bid submittal.

(Only list subcontractors or self when trade is required for project, please use N/A if trade is not required for this project).

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor’s License Number (IF AVAILABLE)</th>
<th>Electrician License#</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor’s License Number (IF AVAILABLE)</th>
<th>Plumbing License#</th>
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<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor’s License Number (IF AVAILABLE)</th>
<th>HVAC License#</th>
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</table>
FB 20-173  
VISTA APARTMENT UNIT REHAB - PHASE 5/6  
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BID BOND  
(Retain this or other executable surety)  

KNOW ALL MEN BY THESE PRESENTS, that we, the above signed, as Principal, and _________________________ as Surety, are hereby held and firmly bound unto as Owner in the penal sum of ______________________, which is 5% of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of ____________, 20__. The Condition of the above obligation is such that whereas the Principal has submitted to __________________________________ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of new and other miscellaneous work as set forth in the plans and specifications for FB 20-173. More specifically, this work includes and other related work.

NOW, THEREFORE,

The Bond will become null and void:

(a) If said BID will be rejected.

(b) If said BID will be accepted and the Principal will execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said BID) and will furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and will in all other respects perform the agreement created by the acceptance of said BID.

OTHERWISE:

The Bond will remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND will be in no way impaired or effected by an extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

______________________________        Seal
Principal

______________________________                
Surety

By
CONSTRUCTION CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 20-173

Project:  (Insert Project Name)

Contractor:  (Insert Contractor’s Name)

Owner:  Planning and Development Services, Housing and Community Development Division, City of Boise City,

THIS AGREEMENT is made this ______ day of __________, 2____, by and between the City of Boise City, an Idaho municipal corporation located in Ada County, hereinafter referred to as "Owner", and (Insert Contractor’s Name), hereinafter referred to as “Contractor”, duly authorized to do business in the State of Idaho.

1. Statement of Work. The Contractor shall furnish labor, material and equipment for, and perform the work described in the Contract Documents for the consideration stipulated, and in compliance with State and City Codes.

1.01. Contract Documents. “Contract Documents” consist of the following, together with any amendments that may be subsequently executed in accord with Paragraph 17 hereof, all of which are incorporated herein and together constitute the “Agreement”:

- Bid Proposal
- Performance Bond
- Construction Contract Agreement
- Labor & Payment Bond
- Specifications
- Liability Insurance
- Acknowledgements
- Automobile Insurance
- Supplementary Contract Conditions
- Workers’ Compensation
- Property “All-Risk” Insurance (Equivalent to Contract)

1.02. Order of Precedence. The various provisions of the Contract Documents are intended to be complementary. However, in the event of a conflict between the terms and conditions of the Contract Documents, the terms of the latest applicable mutually executed amendment will take precedence, followed by the terms of this Construction Contract Agreement and then the terms of the Bid Proposal.

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

3. Term of Contract. The work to be performed under this Agreement shall commence upon receipt of Notice to Proceed as provided in the General Conditions, _____ days substantial completion with a 365-day contract term, unless sooner terminated as herein provided.

4. Indemnification and Insurance. The Contractor shall indemnify and save and hold harmless the 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 the Contractor, its servants, agents, employees, guests, and business invitees, and
not caused by or arising out of the tortious conduct of Owner or its employees. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

In addition, the Contractor 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 (currently, a minimum of $500,000). 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, the Contractor 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. The Contractor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits.

Contractor shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If Contractor 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.

Contractor shall secure, pay for and maintain all-risk or special form builders risk insurance, covering risks of physical loss or damage to the Facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work), from perils including, but not limited to, fire, collapse, flood, earth movement, lightning, collapse, testing, debris removal, demolition and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard "all-risk" or special form builders risk policy. Such insurance shall cover all property during construction and testing, and shall include the Owner, Design-Builder, Consultants, Contractors, and Subcontractors to the Project as insureds. The policy shall be written on a replacement cost basis and shall contain an agreed amount endorsement waiving any coinsurance penalty.

Additionally, the Contractor 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 Contractor shall require the subContractor provide Workers Compensation Insurance for himself and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to the owner prior to the start of work.

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

5. Independent Contractor. In all matters pertaining to this Agreement, the Contractor shall be acting as an independent contractor, and neither the Contractor nor any
officer, employee or agent of the Contractor 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.

6. Compensation. For performing the services specified in Section 1 herein, Owner
agrees to reimburse Contractor 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.

7. Method of Payment. Contractor will invoice Planning and Development Services,
Housing and Community Development Division directly for all current amounts earned
under this Agreement. Owner will pay all invoices within forty-five (45) days after
receipt. Notwithstanding the forgoing, for projects involving federal funds or federal
approval, the date of payment is contingent on the receipt of such funds or approval.

8. Notices. Any and all notices required or permitted to be given by either party 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
    PDS, HCD Division)
    150 N Capitol Blvd
    Boise, Idaho 83701
    (Insert Contractor's Name)
    (Insert Contractor'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 provided by Paragraph 17
herein.

9. 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.

10. 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 will
constitute a breach of, and a default under, this Agreement by the party so failing to
perform.

11. Force Majeure. No party shall be liable or responsible to the other party, nor be
deemed to have defaulted under or breached this Agreement, for any delays in or
failure of performance of any term of this Agreement when and to the extent such
delays or failures of performance are caused by occurrences beyond the affected
party’s reasonable control, 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 the affected
party. If any event of force majeure as herein defined occurs, the affected party shall
be entitled to a reasonable extension of time for performance under this Agreement.

12. Assignment. It is expressly agreed and understood by the parties hereto, that the
Contractor 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.

13. 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 Owner deems appropriate.

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

15. Audits and Inspections. At any time during normal business hours and as often as
the Owner may deem necessary, Contractor shall make available to the Owner for
examination all of the Contractor’s records with respect to all matters covered by this
Agreement. The Contractor 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.

16. Compliance with Laws. In performing the scope of services required hereunder, the
Contractor shall comply with all applicable laws, ordinances, and codes of Federal,
State, and local governments.

17. Changes. The Owner may, from time to time, request changes in the Scope of Work
to be performed hereunder. Such changes, and any increase or decrease in the
Contractor’s compensation, shall be effective only if they are in the form of mutually
executed written amendments to this Agreement.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a
timely and proper manner its obligations under this Agreement, or if the Contractor 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 Contractor 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 Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

20. Contractor to Pay or Secure Taxes. Per the considerations of Idaho Code § 63-1503, the Contractor agrees: 1) to pay promptly when due all taxes (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term 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 Contractor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and 3) that, in the event of the Contractor's default in the payment or securing of such taxes, excises, and license fees, the Contractor consents that Owner may withhold from any payment due the Contractor hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which the Contractor is liable.

21. Labor. To the extent permitted and consistent with any applicable federal labor preference laws, the Contractor will employ ninety-five percent (95%) bona fide Idaho residents to perform the work described in Paragraph 1 of this Agreement, except where Contractor employs fifty (50) or fewer persons for the work, in which case the Contractor may employ ten percent (10%) nonresidents pursuant to Title 44, Chapter 10, Idaho Code.

22. 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.
23. **Non-Appropriation.** Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

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. The individual executing this Agreement on behalf of Contractor warrants that he/she has Contractor’s full authorization to do so and that his/her execution of this Agreement is in conformance with applicable legal and organizational authorities.

27. **Acceptance and Final Payment.** Upon receipt of notice that the work 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 Contractor issue a final payment request.

28. **No Third Party Beneficiary.** This Agreement is intended to be solely between and for the benefit of Owner and Contractor. Nothing herein, express or implied, is intended to or shall confer any other person or entity any legal or equitable right, benefit, or remedy whatsoever under or by reason of this Agreement.

29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed version of this Agreement.

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

______________________________
Signature Date

______________________________
Print Name

ACKNOWLEDGEMENT

State of ________) ) ss
County of ________) )

On the ___ day of ____________, ____, before me, the undersigned Notary Public, personally appeared ______________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

______________________________
Notary Public for Idaho

Residing at ______________________
Commission Expires: ______________________

(SEAL)
PURCHASING CONTRACT NUMBER FB 20-173

APPROVED AS TO FORM AND CONTENT:

____________________________________  Date
Department

____________________________________  Date
Purchasing Agent

____________________________________  Date
Legal Department

CITY OF BOISE

APPROVED BY:

____________________________________  Date
Mayor

ATTEST:  CONTRACT AMOUNT:  
___________________________  
City Clerk  
$(Insert Dollar Amount)
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.

Tax ID#________________________(IF EIN IS NOT AVAILABLE, DO NOT INCLUDE SS#)

__________________________________________
(Contractor Name)

__________________________________________
(Address)

__________________________________________
(City and State)

__________________________________________
(Signature)

Subscribed and sworn to before me the ___ day of ________________________, 20__.

__________________________________________
(Notary Republic)

__________________________________________
(City and State)

Commission Expires: ______________________
PERFORMANCE BOND

BOND NO. ____________________________

KNOW ALL MEN BY THESE PRESENTS:

That ________________________________ (Here insert the name and address or legal title of Contractor) as Principal, hereinafter called Contractor, and ________________________________, and as Surety, hereinafter called Surety, held and firmly bond unto ________________________________,

______________________________ (Here insert name and address of legal title of the Owner) as Obligee, hereinafter called Owner, in the amount of ____________________ Dollars being 100% of the contract price in lawful money of the United States, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ____, 20___ enter into a contract with Owner of ________________________________, in accordance with drawings and specifications prepared by PLANNING AND DEVELOPMENT SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor will promptly and faithfully perform said contract, then this obligation will be null and void; otherwise it will remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor will be, and is declared by Owner to be in default under the Contract, the Owner’s obligations hereunder, the Surety may promptly remedy the default, or will promptly:

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsive bidder, arrange for a contract between such bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there would be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph, will mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.
Performance Bond (cont.)

Any suit under this bond must be instituted before the expiration of 2 years from the date on which final payment under the contract falls due.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and Sealed this ___ day of ____________, A.D. 20__________

In the presence of: __________________________

(Seal)

(Principal)

________________________

(Title)

By: __________________________

(Seal)

(Surety)

________________________

(Title)

Note: This form or a reasonable facsimile is to be completed and delivered to City of Boise Purchasing Office when contracts are signed.
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we ____________________________________________
(Here insert the name and address or legal title of Contractor)
as Principal, and the ____________________________________________ corporation,
as Surety, are held and firmly bound unto Boise City, a Municipal Corporation in the State
of Idaho.

As Obligee, in the sum of ________________________________ Dollars,
being 100% of the contract price, in lawful money of the United States, for which sum, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, by these presents.

WHEREAS, Contractor has by written agreement dated ____, 20___ enter into a contract
WHEREAS, on the ____ Day of _________, 20___, the principal entered into a
contract with the Obligee for ________________________________

Which contract is by reference made a part hereof and, hereafter referred to as the
Contract:

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the principal will pay
all laborers, mechanics, subcontractors, material suppliers and all persons who will supply
said Principal or said subcontractors with provisions and supplies for the carrying on of such
work, then this obligation will be null and void; otherwise to remain in full force and effect.

Signed and Sealed this _____ day of ____________, A.D. 20 ____________

__________________________________________ Principal

__________________________________________ Insurance Company

__________________________________________ Attorney-in-Fact

By: ________________________________

Note: this form or a reasonable facsimile is to be completed and delivered to City of Boise
Purchasing Office when contracts are signed.
CITY OF BOISE
PLANNING AND DEVELOPMENT SERVICES
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
REQUEST FOR FORMAL BID CONSTRUCTION

FB 20-173
2717 S VISTA APARTMENT UNIT REHAB PHASE 5/6

Attachment #1
Section 3 Overview, Clause and Sample Utilization Plan
SECTION 3 OVERVIEW

FOR RECIPIENTS OF HUD HOUSING & COMMUNITY DEVELOPMENT FUNDING

Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects that build and rehabilitate housing; improve roads and community centers; and help families achieve the American Dream.

The Section 3 regulation acknowledges that HUD funding typically results in projects/activities that generate new contracting, employment, and other economic opportunities that not only impact bricks and mortar, but also create a multiplier effect for local housing providers and businesses that provide goods and services.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD’s policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons.

Applicability of Section 3 to Housing and Community Development Assistance

The requirements of Section 3 apply to recipients of HUD Housing and Community Development funding exceeding $200,000.

Section 3 does not apply on a "per-project" basis, whenever any portion of HUD funding is invested into projects involving housing construction, demolition, rehabilitation, or other public construction (i.e., roads, sewers, community centers, etc.), the requirements of Section 3 apply.

Further, contractors or subcontractors that receive contracts in excess of $100,000 for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

If the recipient agency receives Section 3 covered projects/activities, but no individual contract exceeds $100,000, the requirements of Section 3 only apply to the recipient. Accordingly, the recipient must attempt to meet the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses.

State and County agencies that distribute covered funds to units of local government, nonprofit organizations, or other subrecipients, must attempt to reach the minimum numerical goals set forth at 24 CFR Part 135.30, regardless of the number of subrecipients that receive covered funding. The state or county must inform its subrecipients about the requirements of Section 3; assist them and their contractors with achieving compliance; and monitor their performance with respect to the objectives and requirements of Section 3.
Some Types of Section 3 Covered Housing and Community Development Funding

- Community Development Block Grants (CDBG)
- Home Investment Partnership Assistance
- Housing Opportunities for Persons with Aids (HOPWA)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Emergency Shelter Grants
- Homeless Assistance
- University Partnership Grants
- Neighborhood Stimulus Program (NSP)
- Certain Grants Awarded Under HUD Notices of Funding Availability (NOFAs)
- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for the Disabled
- Project Based Section 8 Vouchers

*NOTE:* The requirements of Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 applies to the entire covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.

Section 3 Covered Recipient Agencies

"Recipient" refers to any entity that receives Section 3 covered financial assistance directly from HUD or from another recipient and includes, but is not limited to any of the following:

- States; Units of Local Government; Native American Tribes; or other Public Bodies
- Public or Private Nonprofit Organizations
- Private Agencies or Institutions
- Mortgagors; Developers; Limited Dividend Sponsors; Builders; Property Owners; Community Housing Development Organizations
- Successors, assignees or transferees of any such entity listed above

Recipients do NOT include any ultimate beneficiary under the HUD program that Section 3 applies (i.e., residents or laborers); and does NOT refer to contractors.

What Triggers the Requirements of Section 3?

Each recipient of $200,000 of covered HUD funding is required to comply with Section 3. Section 3 applies to all projects and activities involving housing construction, rehabilitation, or other public construction that is funded with covered HUD funding.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.
The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements have not been triggered.

**Recipient Responsibilities Pursuant to Section 3**

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

**Section 3 Residents and Business Concerns**

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local income criteria of low- or very low-income.

Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.
In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.

Recipients can use their discretion for determining the type of verification that is required by prospective Section 3 residents and business concerns. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

Section 3 Summary Reports (Form HUD-60002)

Annually, each direct recipient of Housing and Community Development funding is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC.

Where the program providing Section 3 covered funding requires the submission of an annual performance report (e.g., CAPERs reports, etc.), form HUD-60002 shall be submitted at the time that the annual report is due.

The Section 3 Summary Report shall follow the same program, fiscal, or calendar year as the annual performance report and should correspond to the covered projects and activities that were administered during the reporting period.

If the recipient is not required to submit an annual performance report, the Section 3 report is due when other reports are submitted to HUD or at the end of each program, fiscal, or calendar year.

NOTE: Section 3 reports must be submitted by all agencies that receive Housing and Community Development funding in excess of $200,000 whether new employment, training, or contracting opportunities were created or not.

Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each recipient's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations AND those of covered contractors, subcontractors, and subrecipients. Each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was [spent] by the recipient for covered projects/activities during the specified reporting period.
- The total number of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients) as a result of the completion of covered project/activities.
- The amount of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients), as a result of the completion of covered projects/activities, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).
• The total number of Section 3 residents that participated in training opportunities that were made available by the PHA, its contractors, subrecipients, or other local community resource agencies.
• The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with covered funding.
• The dollar amount of the recipient's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
• Detailed narrative descriptions of the specific actions that were taken by the recipient (or its covered contractors, subcontractors, subrecipients, or others) to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

Form HUD-60002 and Section 3 Compliance Determinations

Absent evidence to the contrary, the Department considers recipients of covered funding to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.301. Specifically:

a. 30 percent of the aggregate number of new hires shall be Section 3 residents;

b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and

c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Recipients that submit Section 3 reports containing all zeros, without a sufficient explanation to justify their submission, are in noncompliance with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24.

Recipients that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD-60002 to HUD.
Important Notes for Submitting Form HUD-60002

- Recipients must submit a separate form HUD-60002 for each type of covered funding (e.g., separate reports must be submitted for CDBG and HOME funding).

- Use the online Section 3 Summary Reporting System at: www.hud.gov/section3 to ensure that form HUD-60002 is received by the appropriate HUD office in a timely manner.

- If the recipient (or its covered contractors, subcontractors and subrecipients) did not hire any new employees during the reporting period, and/or if no covered construction or non-construction contracts were awarded, the recipient must indicate this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

Additional Section 3 Guidance and Technical Assistance

The Economic Opportunity Division is committed to providing recipient's guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at: www.hud.gov/section3. This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding
- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD’s Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System(form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to section3@hud.gov

1See Safe Harbor language at 24 CFR Part 135.30(d)
Section 3 Clause:

§ 135.38 Section 3 clause.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employers and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment
shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
CITY OF BOISE, IDAHO

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

HOUSING AND COMMUNITY DEVELOPMENT DIVISION

SECTION 3 BUSINESS UTILIZATION PLAN

150 N Capitol Boulevard
Boise, ID 83701-0500
(208) 344-3700
TTY (800) 377-3529

SAMPLE

THIS DOCUMENT CAN BE PROVIDED IN A FORMAT ACCESSIBLE TO PERSONS WITH DISABILITIES AND/OR PERSONS WITH LIMITED ENGLISH PROFICIENCY UPON REQUEST.

The City of Boise prohibits discrimination on the basis of race, color, national origin, religion, gender, gender identity/expression, sexual orientation, family status, disability or age.
SECTION 3 BUSINESS UTILIZATION PLAN

Company Contact Information

<table>
<thead>
<tr>
<th>Company Name</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Street Address</th>
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</table>

<table>
<thead>
<tr>
<th>City, ST, Zip Code</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Contact Name</th>
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<tr>
<th>Phone</th>
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<table>
<thead>
<tr>
<th>E-Mail Address</th>
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</table>

<table>
<thead>
<tr>
<th>Project Name</th>
</tr>
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</tbody>
</table>

Instructions

Complete this form and return to the City of Boise’s Housing and Community Development Division no later than (5) business days before the project bid opening.

150 N Capitol Boulevard
Boise, ID 83701-0500
(208) 570-6830
TTY: (800) 377-3529

To receive Section 3 preference on a HUD-assisted eligible bid project award, businesses must submit a Section 3 Utilization Plan. Section 3 Utilization Plans must be submitted individually with each project awarded. The Utilization Plan must be approved before a contract will be signed. The City’s Housing and Community Development Division will not move forward with funding of any Section 3 preference awards until Section 3 Utilization Plan and Section 3 Application are approved by HCD. The Section 3 Utilization plan will be bound in the contract with the City. All subcontractors underneath the general contractor with contracts $100,000 or more must likewise comply with Section 3 Utilization Plan.
### Subcontractors Working on this Job

<table>
<thead>
<tr>
<th>Name &amp; address of subcontractors for this bid</th>
<th>Are they Section 3?</th>
<th>Qualifying Condition</th>
<th>Total Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
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<td>5</td>
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<tr>
<td>6</td>
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</tr>
</tbody>
</table>

**Current Workforce Information**
**Detail the company’s current workforce information.**

<table>
<thead>
<tr>
<th>Number of Current Employees &amp; job functions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many employees will work on this project? What are their job functions?</td>
</tr>
<tr>
<td>Are you going to hire additional employees? For which positions?</td>
</tr>
<tr>
<td>Are you going to Subcontract any work? Explain</td>
</tr>
<tr>
<td>Do the owners work on-site? In what capacity?</td>
</tr>
<tr>
<td>Do you have an office staff? How many people?</td>
</tr>
<tr>
<td>Other pertinent information:</td>
</tr>
</tbody>
</table>

---

**Section 3 Hiring Plan**
How do you plan to incorporate Section 3 criteria into this project? Please include information on hiring, outreach, training, & other activities to incorporate Section 3 Residents. Attach additional pages if needed.

Engaging Section 3 Businesses
As applicable to this project, please detail how you will engage other Section 3 Businesses. This will include subcontracting, training partnerships, etc. Please attach additional pages if necessary.

Affidavit of Commitment
By signing below our company gives firm commitment to include in all bids the Section 3 Plan (once approved by the City) which identifies activities to comply with the Section 3 program and the City’s Section 3 clause. Our company also gives firm commitment to conduct aggressive outreach and notification to potential Section 3 residents and businesses for hiring opportunities. Our company gives firm commitment to inform area employment agencies of jobs available from the established job pool of Section 3 area residents. Our company commits to implement the Utilization Plan proposed in this document as well as any additional City requirements to the fullest extent possible. If awarded the project this Utilization Plan becomes part of our contract with the City for this project. It is our responsibility to follow, document and prove that the company has implemented the Utilization Plan. Any direct violation of this Utilization Plan may result in corrective actions and/or termination of the contract.

Printed Name and Title of Certifying Officer in the Company

Name of the Company

Certifying Officer Signature

Date
SECTION 3 RESIDENT APPLICATION

Applicant Information

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
</tr>
<tr>
<td>City, ST, Zip Code</td>
</tr>
<tr>
<td>Home Phone/Cell Phone</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
<tr>
<td>Date of Application</td>
</tr>
<tr>
<td>Social Security Number</td>
</tr>
<tr>
<td>Position you are applying for:</td>
</tr>
</tbody>
</table>

Instructions

A Section 3 resident seeking preference in training and employment as defined in the Section 3 regulation at 24 CFR 135, shall certify to the recipient, contractor or subcontractor, and submit evidence showing they meet the criteria of a Section 3 Resident (i.e. proof of receipt of public assistance or residency in a federally-assisted housing programs, and/or copies of the past two years tax returns). You must attach one of the following documents to your application as proof of your Section 3 qualifications:

- Proof of residency in federally-assisted housing program
- Proof of public assistance
- Proof of participation in HUD Youth Build or other such programs
- Proof of participation in federally assisted job programs
- Proof of participation in state or local assistance program for low income persons
- Copies of your past two years tax returns
Household Income
Any individual who is seeking Section 3 Resident status must be certified according to household income and/or public housing assistance criteria. All household income earned by members of your household, including public and/or private assistance, child support, bank or investment earnings, etc. must be included below.

THE NUMBER OF PEOPLE IN MY HOUSEHOLD: ______________

MY TOTAL HOUSEHOLD ANNUAL GROSS INCOME IS: ______________

<table>
<thead>
<tr>
<th></th>
<th>Head of Household</th>
<th>Spouse (if applicable)</th>
<th>Other member of household</th>
<th>Other member of household</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Gross Earnings</td>
<td></td>
<td></td>
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<tr>
<td>Food Stamps</td>
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<tr>
<td>Disability</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other Income</td>
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</tbody>
</table>

Work History
Please complete the following information for your most recent employer:

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Employer</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
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<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Dates of Employment</td>
<td></td>
</tr>
<tr>
<td>Supervisor's Name</td>
<td></td>
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<tr>
<td>Reason for Leaving</td>
<td></td>
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<tr>
<td>Major Job Duties</td>
<td></td>
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</tbody>
</table>
Please include information for all employers for the past three years,

<table>
<thead>
<tr>
<th>Name and Address of Company</th>
<th>Title</th>
<th>Dates of Employment</th>
<th>Wage</th>
<th>Supervisor</th>
<th>Phone</th>
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<tbody>
<tr>
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</tbody>
</table>

Qualifications
Please describe all skills, training, education related to the position for which you are applying:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

I certify that my answers are true and complete to the best of my knowledge. If this application leads to employment I understand that false or misleading information in my application or interview may result in my termination.

Print Name: ________________________________________________________________

Signature: _________________________________________________________________

Date: ___________________________________________________________________

SECTION 3 REPORT FORMS
## Company Contact Information

<table>
<thead>
<tr>
<th>Company</th>
<th></th>
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<tbody>
<tr>
<td>Project Name</td>
<td></td>
</tr>
<tr>
<td>Reporting Period</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
</tbody>
</table>

## Section 3 Hiring & Training Activity

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Number of New Hires</th>
<th>Number of New Hires that are Section 3 Residents</th>
<th>% of Aggregate Number of Staff Hours of New Hires that are Section 3 Residents</th>
<th>% of Total Staff Hours for Section 3 Employees and Trainees</th>
<th>Number of Section 3 Trainees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals</td>
<td></td>
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<td></td>
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<tr>
<td>Technicians</td>
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<tr>
<td>Office/ Clerical</td>
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<tr>
<td>Construction by Trade:</td>
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<td>Trade:</td>
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<td>Total:</td>
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</table>

## Section 3 Business Information
<table>
<thead>
<tr>
<th>Total Dollar Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Dollar Amount of Sub-</td>
</tr>
<tr>
<td>Contracts</td>
</tr>
<tr>
<td>Awarded to Section 3 Business</td>
</tr>
<tr>
<td>Percentage of the Total Dollar</td>
</tr>
<tr>
<td>Amount that</td>
</tr>
<tr>
<td>was Awarded to Section #</td>
</tr>
<tr>
<td>Businesses</td>
</tr>
<tr>
<td>Total Number of Section 3</td>
</tr>
<tr>
<td>Businesses Receiving Contracts</td>
</tr>
</tbody>
</table>

**Narrative/Summary**

*Indicate the efforts made to direct the employment and other economic opportunities generated by this award to the greatest extent feasible, toward low and very low-income persons, particularly those who are recipients of government assistance for housing. Please note if you used advertising, contacted agencies, participated with Youthbuild or other training entities. Please also note any details of why you did or did not meet your Section 3 Utilization Plan goals. Attach additional pages if needed.*
CITY OF BOISE
PLANNING AND DEVELOPMENT SERVICES
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
REQUEST FOR FORMAL BID CONSTRUCTION

FB 20-173
2717 S VISTA APARTMENT UNIT REHAB PHASE 5/6

Attachment #2
Supplementary Contract Conditions
SUPPLEMENTARY CONTRACT CONDITIONS

Project Name: [HCD] 2717 S Vista-Unit Rehab
Project Location: 2717 S Vista, Boise, Idaho 83705.
HCD Project Manager: Gary Campbell   Phone Number: 208-570-6837   Fax Number: 208-384-4199

The Contractor shall comply with all applicable contract conditions contained herein, shall insert the appropriate provisions, in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of all applicable information, documentation and/or affidavits required of subcontractors.

Note: All supplemental conditions with the boxes marked below ☒ will be applicable to the project referenced above. During the performance of this contract, contractor and sub-contractors will need to comply with the conditions herein and requirements outlined in 2 CFR 180.300 as supplemented by subpart C of CFR part 2422. For technical assistance and/or questions concerning these requirements please contact the project manager.

INCLUSIVE OF:
☒ A. Debarment Status
☐ B. Data Universal Numbering System (DUNS)
☒ C. Preconstruction Conference
☒ D. Conflict of Interest
☒ E. Document Retention
☒ F. Inspection of Records
☒ G. Copyright
☒ H. Contract Termination
☒ I. Force Majeure
☒ J. Minority Business Enterprise/Women’s Business Enterprises
☒ K. Section 3, Compliance and Provision of Training, Employment and Business Opportunities
☒ L. Certification of Non-Segregated Facilities
☐ M. Architectural Barrier Act
☐ N. Clean Air and Water Act
☒ O. Davis-Bacon and Related Acts
☐ P. Copeland “Anti-Kickback” Act
☐ Q. Contract Work Hours and Safety Standards Act, Sections 103 and 107
☒ R. Executive Order 11246: Equal Employment Opportunity
☒ S. Non Discrimination
☒ T. Lead-Based Paint Requirements

Contractors Signature___________________________ Date Received_____________________
Acknowledgement/Receipt of Supplementary Conditions (Initial/date) ____________________

Packet Pg. 547
A. Debarment Status
The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 and subpart C of 2 CFR part 180.2 as supplemented by subpart C of CFR part 2424. Language on the Federal labor laws is included in the attached HUD-4010 (Attachment A), which is incorporated by reference. All Contractors Debarment status will be checked and/or verified using the System for Award Management System (SAM) at time of bid submittal and prior to contract award. Link to the SAM system is provided below. The Contractor shall maintain evidence of debarment status and/or checks. www.sam.gov

B. Data Universal Numbering System (DUNS)
All contractors desiring to participate in this project must obtain a Data Universal Numbering System (DUNS) number. A DUNS number may be requested via the web at: http://www.grants.gov/applicants/request_duns_number.jsp.

C. Preconstruction Conference
After the contract has been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The Contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representative’s owner to discuss any problems anticipated.

D. Conflict of Interest
No member, officer, or employees of the Owner, or its designees or agents, no members of the Owner’s governing body who exercise any functions or responsibility with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All Contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

E. Document Retention
Contractor will retain required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

F. Inspection of Records
Contractor agrees that it shall permit the City of Boise, the U.S. Department of Housing and Urban Development and the United States Comptroller General or designated representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or a designated representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of contractor or any of its subcontractors regarding activities funded with CDBG funds.

G. Copyright and Rights in Data
If this contract results in any copyrighted materials or inventions, the grantee and/or grantor agency reserves the right to royalty-fee, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
H. Contract Termination
Termination for Cause: If, through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor 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 contractor 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 Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor 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 Contractor, and the Owner may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined. This provision shall survive the termination of this agreement and shall not relieve the contractor of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in section two of this agreement.

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

I. Force Majeure
Any delays in or failure of performance by Contractor 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 Contractor, 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 Contractor. In the event that any event of force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

J. Minority Business Enterprise/Women’s Business Enterprises
Affirmative steps will be taken to assure that small, minority, disadvantaged and woman owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever there are potential sources. Solicit firms from the Idaho Department of Transportation’s Disadvantaged Business Enterprise Directory (http://itd.idaho.gov/civil/dbiforms.htm).
3. When economically feasible, divide total requirements into small tasks or quantities so as to permit such firms maximum participation.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Use the services and assistance of the Small Business Administration, the Office of Minority Enterprise (U.S. Department of Commerce the Community Services Administration and other sources when appropriate).
K. Section 3, Compliance and Provision of Training, Employment and Business Opportunities
For contracts and subcontracts in excess of $100,000, work to be performed is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure opportunities for training and employment arising in connection with this project be extended to low income residents in the area. Further the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause.

L. Certification of Nonsegregated Facilities
For contracts in excess of $10,000, the Contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offer or, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certificate, the term “segregated facilities” means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or nation origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he/she will forward the following notice to such proposed subcontractors (except where proposed contractor have submitted identical certifications for specific time periods).

*M Parking lots, drinking fountains, recreation or entertainment areas.

M. Architectural Barrier Act
Any building designed, constructed or altered must be made accessible to person with disabilities. Exceptions include (1) alterations where access cannot be provided, i.e. roofs, heating systems, water and sewer systems; (2) alterations are not structurally feasible; or (3) where Uniform Federal Accessible Standards (UFAS) or Americans With Disabilities Act (ADA) requirements cannot be met according to undue hardship criteria.

N. Clean Air and Water Act
For all contracts and subcontracts exceeding $100,000, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1368 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.

1. Any building, facility or site listed on the EPA List of Violating Facilities as of this contract may not be used in the performance of this contract.

2. The contractor will comply with all requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and 308 of the respective Acts, and all regulations and guidelines issues there under.

3. Prior to signing this contract, the Contractor shall notify the Owner of any communication from EPA indicating that the facilities to be used in the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities.

4. The contractor shall include or cause to be included these four (4) provisions in every subcontract in excess of $100,000 and to take such action as the government may direct as a means of enforcing such provisions.
O. Davis-Bacon and Related Acts
Requires workers to receive no less than the prevailing wages as computed by the USDOL and issued in the form of federal wage decisions for each classification of work. The law applies to construction, alteration or repair contracts over $2,000 aggregate. Those Davis-Bacon provisions contained in U.S. Department of Housing and Urban Development assisted construction programs are known as “Related Acts.” All rulings and interpretations of the Davis-Bacon and Related Acts are contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract. A sample Davis Bacon Wage Determination is included as (Attachment B). Weekly payroll forms must be completed on the Department of Labor WH-347 Form (Attachment C) and submitted weekly to Owner. The Davis-Bacon poster, incorporated in this document as (Attachments E) and a copy of the applicable Davis-Bacon wage decision, must be displayed at the job site of every project subject to Davis-Bacon wage requirements. The poster and wage decision must be protected from the elements and displayed in a prominent and accessible place where it may be easily seen by employees.

P. Copeland “Anti-Kickback” Act
Requires Contractors to pay employees at least once a week, and without any deductions or rebates except permissible deductions. The Act also requires Contractors to maintain payroll records and submit weekly certified payroll reports (CPRs) through the prime Contractor to the contracting agency. It applies to all contracts covered by Davis-Bacon. Violation of this act is a criminal offense. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

Q. Contract Work Hours and Safety Standards Act, Sections 103 and 107
CWHSSA applies only to contracts over $100,000. The Fair Labor Standards Act applies to contracts of $100,000 or less. Overtime (O/T) compensation must be paid under both laws. CWHSSA requires workers to receive O/T compensation at a rate of one and one-half (1 and ½) times their base hourly wage plus full fringe [1 and ½ x base] + fringe = overtime compensation] after they have worked forty (40) hours in one week. In the event of O/T violation, the CWHSSA renders the Contractor liable to the underpaid workers for wage restitution and to the United States for liquidated damages. Computation of liquidated damages is at the rate of $10 for each calendar day that each individual was required or permitted to work in excess of a standard work week of forty (40) hours without payment of the required overtime rate. Intentional violation of CWHSSA are considered a federal criminal misdemeanor.

R. Executive Order 11246: Equal Employment Opportunity
During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
**S. Non Discrimination**
During the performance of this contract the Contractor and/or Sub-Contractor shall not discriminate in matters of Housing, employment and public accommodation based upon sexual orientation and gender identity/expression.
Boise City Code Title 6, Chapter 2

**T. Lead-Based Paint Requirements**
During the performance of this contract the Contractor, Sub-Contractor and/or Individuals that disturb painted surfaces, shall comply with all U.S Department of Housing and Urban Development (HUD) Lead Safe Housing Rule (LSHR) and/or U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting (RRP) rules when applicable.

**ATTACHMENTS:**
B. US Department of Labor Davis Bacon Wage Determinations http://www.wdol.gov/
E. Davis Bacon and OSHA Posters
F. Davis Bacon Contractor Agreement
G. Davis Bacon Contractor/Subcontractor Agreement
H. Section 3 Self Certification https://portalapps.hud.gov/Sec3BusReg/BRegistry/AmlSection3.action
I. Section 3 Clause, CFR 135.38
J. Boise City Code Title 6, Chapter 2 http://www.cityofboise.org/city_clerk/111312/o-36-12.pdf
ATTACHMENT: A

Federal Labor Standards HUD Form 4010

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv): also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein.

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof) of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.doj.gov/esr/w hd/forms/wh347/instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rate'te, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, lake such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... Influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federalally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act. (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
General Decision Number: ID180001 01/05/2018 IDI

Superseded General Decision Number: ID20170001

State: Idaho

Construction Type: Residential


RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0
Publication Date 01/05/2018

* SUID1983-001 11/01/1983

Rates

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Fringes.

https://www.wdol.gov/whd/scafiles/davisbacon/ID1.dvb?v=0
ROOFER, Including Built Up, Composition and Single Ply Roofs.................$ 8.00
Sheet metal worker..............$ 8.00 .34
TRUCK DRIVER..................$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

https://www.wdol.gov/wdol/scafiles/davisbacon/ID1.dvb?v=0
indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the "UAVG" identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS
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1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on
a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be supported by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice materials, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

https://www.wdol.gov/wdol/scafiles/davisbacon/ID1.dvb?v=0
ATTACHMENT: C

US Department of Labor Payroll Form WH-347
http://www.dol.gov/whd/forms/wh347.pdf
<table>
<thead>
<tr>
<th>PAYROLL NO.</th>
<th>FOR WEEK ENDING</th>
<th>PROJECT AND LOCATION</th>
<th>PROJECT OR CONTRACT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER/WORKER)</th>
<th>WORK CLASSIFICATION</th>
<th>WEEKS WORKED EACH DAY</th>
<th>TOTAL HOURS</th>
<th>RATE OF PAY</th>
<th>TOTAL WAGE EARNED</th>
<th>FICA</th>
<th>WITHHOLDING TAX</th>
<th>OTHER</th>
<th>TOTAL DEDUCTIONS</th>
<th>NET WAGES PAID FOR WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAMPLE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federal government-assisted construction contracts to respond to the information collection contained in 29 U.S.C. §§ 333, 333(a). The Copeeland Act (29 U.S.C. § 3141) contractors and subcontractors performing work on Federal government-assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week," U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.1(a)(2)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contractors agencies providing this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 23502, 200 Constitution Avenue N.W., Washington, D.C. 20210.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
</tr>
</thead>
</table>

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of employees, except as noted in section 4(c) below.

REMARKS

NAME AND TITLE | SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1601 OF TITLE 18 AND SECTION 231 OF TITLE 21 OF THE UNITED STATES CODE.
APPOINTMENT AFFIDAVIT

State of

County of

I, (we) ___________________________________________ (name of contractor)

Do hereby certify that __________________________________________ (name of individual authorized
to make payrolls and pay employees) is an employee of __________________________________________

(name of contractor) and that she/he is in a position to have full knowledge of the facts
set forth on certified payroll forms with respect to wages due and paid to each person
employed by the said Contractor (Subcontractor), and has authority to execute payroll
affidavit forms which are to be attached to each (required) weekly payroll for the

construction of __________________________________________ (project)

________________________________________

(Name of Contractor)

By __________________________________________

Title __________________________________________

Sworn to before me this _______ day of __________________________

________________________________________

(Notary)

My Commission Expires __________________________

The above affidavit shall be filed with the first affidavit with respect to wages paid to
employees. In the event of a change in the officer or employee who supervises the
payment of employees, a similar affidavit shall be immediately filed. In the event that
the contractor or subcontractor is a corporation such affidavit shall be executed by its
president or vice-president. In the event that the contractor or subcontractor is a
partnership, such affidavit shall be executed by a member of the firm.
WH-347 Instructions
Wage and Hour Division (WHD)

Instructions for Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 02/28/2018.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.
For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of no less than one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect...
the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).
Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.
ATTACHMENT: E

Davis Bacon and OSHA Posters.

http://www1.eeoc.gov/employers/poster.cfm
http://www.dol.gov/whd/regs/compliance/posters/davis.htm
EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES
You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME
You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT
Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES
Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY
If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.

For additional information:

1-866-4-USWAGE (1-866-487-9243)  TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV
DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS
EN PROYECTOS DE CONSTRUCCIÓN
FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

<table>
<thead>
<tr>
<th>SALARIOS PREVALECIENTES</th>
<th>No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOBRETIEMPO</td>
<td>Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.</td>
</tr>
<tr>
<td>CUMPLIMIENTO</td>
<td>Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.</td>
</tr>
<tr>
<td>APRENDICES</td>
<td>Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.</td>
</tr>
<tr>
<td>PAGO APROPIADO</td>
<td>Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:</td>
</tr>
<tr>
<td></td>
<td>o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.</td>
</tr>
</tbody>
</table>

Para obtener información adicional:

1-866-4-USWAGE
(1-866-487-9243)  TTY: 1-877-889-5627

WWW.WAGEANDHOUR.DOL.GOV

U.S. Department of Labor  |  Employment Standards Administration  |  Wage and Hour Division
Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

**RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee’s religious practices where the accommodation does not impose undue hardship.

**DISABILITY**
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

**AGE**
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

**SEX (WAGES)**
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

**GENETICS**
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers’ acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

**RETALIATION**
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

**WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.
**Employers Holding Federal Contracts or Subcontracts**

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

**RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

**INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

**DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

**RETAILATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

**Programs or Activities Receiving Federal Financial Assistance**

**RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

**INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.
La Igualdad de Oportunidades en el Empleo es LA LEY

Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL
El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

DISCAPACIDAD
El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

EDAD
La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

SEXO (SALARIOS)
Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

GENÉTICA
El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desordenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA
Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN
Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.
Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL
La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

INDIVIDUOS CON DISCAPACIDADES
La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECENTEMENTE Y DE OTRO ESTATUS PROTEGIDO
La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA
Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales. Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

Programas o actividades que reciban asistencia financiera federal

RAZA, COLOR, ORIGEN NACIONAL, SEXO
Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

INDIVIDUOS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo. Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.
All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

This poster is available free from OSHA.

Contact OSHA. We can help.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov
Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualesquiera citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la perdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.

1-800-321-OSHA (6742)  •  TTY 1-877-889-5627  •  www.osha.gov

Llame OSHA. Podemos ayudar.
ATTACHMENT: F

Davis Bacon Contractor Agreement.
DAVIS BACON
CONTRACTOR CONTRACT AGREEMENT

Date: ________________________  Contractor: ________________________

Project No.: ____________________  Address: ________________________

Project Name: ____________________

1. The parties, having executed a contract for Materials and Service in the amount of $____
   __________ in the construction of the above-identified project acknowledges and agree that:
   a. The Labor Standards provisions are included in the aforesaid contract.
   b. The applicable Davis-Bacon wage rates are included in aforesaid contract.
   c. The Addendum to Contract between Contractor and Subcontractor is part of the Contract.
   d. Correction of any infraction of the aforesaid conditions, including infractions by
      the Subcontractor and any Lower Tier Subcontractors, is a mutual responsibility.

2. The parties certify that:
   a. Neither they nor any firm, partnership or association in which they have
      substantial interest is designated as an ineligible Contractor by the Comptroller
      General of the United States pursuant to Section 5.6(b) of the Regulations of the
      Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-
      Bacon Act, as amended (40 U.S.C. 276a-2(a)).
   b. No part of the aforementioned contract has been or will be subcontracted to
      any Subcontractor if such Subcontractor or any firm, corporation, partnership or
      association in which such Subcontractor has a substantial interest is designated
      as an ineligible Contractor pursuant to any of the aforementioned regulatory or
      statutory provisions.

3. Any Subcontractor agrees to obtain and forward the aforementioned Contractor
   within ten days after execution of any subcontract, including those executed by the
   Subcontractor’s and any Lower Tier Subcontractor’s copy of said contract containing
   fully executed items 1.a., b. and c. listed above.

4. The Contractor certifies that:
   a. The legal name and the business address are:

   __________________________________________________
   __________________________________________________
   __________________________________________________

   Employer Identification Number: ________________________
License Number: ________________ DUNS Number ________________

Telephone Number: __________ Fax Number ________________

Email Address ________________________________

b. Subcontractor is:

- [ ] A Single Proprietorship
- [ ] A Corporation Organized and Licensed in the State of __________________________
- [ ] A Partnership
- [ ] Other Organization (Describe) __________________________

---

c. The name, title and address of the owner, partners or officers of the Contractor are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor Signature: ________________________________
Title: ___________________________ Date: ___________________________

Subcontractor Signature: ________________________________
Title: ___________________________ Date: ___________________________
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 the _____ day of _____________, 20__.

__________________________________________
(Notary Republic)

__________________________________________
(City and State)

Commission Expires: __________________________

Page 3 of 4
APPOINTMENT AFFIDAVIT

State of __________

County of __________

I, (we) ____________________________________________ (name of contractor)

Do hereby certify that ________________________ (name of individual authorized
to make payrolls and pay employees) is an employee of ______________________
(name of contractor) and that she/he is in a position to have full knowledge of the facts set forth
on certified payroll forms with respect to wages due and paid to each person employed by the
said Contractor (Subcontractor), and has authority to execute payroll affidavit forms which are
to be attached to each (required) weekly payroll for the

construction of ____________________________________________ (project)

__________________________________________

(Name of Contractor)

By ______________________

Title ______________________

Sworn to before me this ________ day of ______________________

____________________________

(Notary)

My Commission Expires ______________________

The above affidavit shall be filed with the first affidavit with respect to wages paid to employees.
In the event of a change in the officer or employee who supervises the payment of employees,
a similar affidavit shall be immediately filed. In the event that the contractor or subcontractor is
a corporation such affidavit shall be executed by its president or vice-president. In the event
that the contractor or subcontractor is a partnership, such affidavit shall be executed by a
member of the firm.
ATTACHMENT: G

Davis Bacon Contractor/Subcontractor Agreement.
DAVIS BACON
CONTRACTOR/SUBCONTRACTOR
CONTRACT AGREEMENT

Date: ____________________________  Contractor: ____________________________
Project No.: ______________________  Address: ____________________________

Project Name: ______________________

1. The parties, having executed a contract for Materials and Service in the amount of $____
   __________________________ in the construction of the above-identified project acknowledges and
   agree that:
   a. The applicable Labor Standards provisions are included in the aforesaid contract.
   b. The Davis-Bacon wage rates are included in aforesaid contract.
   c. Addendum to Contract between Contractor and Subcontractor is part of the
      Contract.
   d. Correction of any infraction of the aforesaid conditions, including infractions by
      the Subcontractor and any Lower Tier Subcontractors, is a mutual responsibility.

2. The parties certify that:
   a. Neither they nor any firm, partnership or association in which they have
      substantial interest is designated as an ineligible Contractor by the Comptroller
      General of the United State pursuant to Section 5.6(b) of the Regulations of the
      Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-
      Bacon Act, as amended (40 U.S.C. 276a-2(a)).
   b. No part of the aforementioned contract has been or will be subcontracted to
      any Subcontractor if such Subcontractor or any firm, corporation, partnership or
      association in which such Subcontractor has a substantial interest is designated
      as an ineligible Contractor pursuant to any of the aforementioned regulatory or
      statutory provisions.

3. The Subcontractor agrees to obtain and forward to the aforementioned Contractor
   within ten days after execution of any subcontract, including those executed by the
   Subcontractor’s and any Lower Tier Subcontractor’s copy of said contract containing
   fully executed items 1.a., b. and c. listed above.
4. The Subcontractor certifies that:

a. The legal name and the business address are:

________________________________________________________________________

________________________________________________________________________

Employer Identification Number:__________________________________________

License Number:_________________ DUNS Number_____________________

Telephone Number:_________ Fax Number__________________________

Email Address______________________________

b. Subcontractor is:

☐ A Single Proprietorship ☐ A Partnership
☐ A Corporation Organized ☐ Other Organization
   and Licensed in the State (Describe)__________________________
   of__________________________

c. The name, title and address of the owner, partners or officers of the Contractor are:

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<td>4.</td>
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</tr>
</tbody>
</table>

Contractor Signature:______________________________________________

Title:____________________________________________ Date:____________

Subcontractor Signature:__________________________________________

Title:____________________________________________ Date:____________
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 the ____ day of ____________, 20__.

________________________________________
(Notary Republic)

________________________________________
(City and State)

Commission Expires: ____________________________
APPOINMENT AFFIDAVIT

State of____________
County of__________

I, (we)__________________________________________________(name of contractor)

Do hereby certify that _____________________________(name of individual authorized
to make payrolls and pay employees) is an employee of___________________________
(name of contractor) and that she/he is in a position to have full knowledge of the facts set forth
on certified payroll forms with respect to wages due and paid to each person employed by the
said Contractor (Subcontractor), and has authority to execute payroll affidavit forms which are
to be attached to each (required) weekly payroll for the
construction of____________________________________________________(project)

____________________________(Name of Contractor)
By________________________
Title________________________

Sworn to before me this ___________day of __________________________
____________________________(Notary)

My Commission Expires___________________

The above affidavit shall be filed with the first affidavit with respect to wages paid to employees.
In the event of a change in the officer or employee who supervises the payment of employees,
a similar affidavit shall be immediately filled. In the event that the contractor or subcontractor is
a corporation such affidavit shall be executed by its president or vice-president. In the event
that the contractor or subcontractor is a partnership, such affidavit shall be executed by a
member of the firm.
ATTACHMENT: H

Section 3 Self Certification.
https://portalapps.hud.gov/Sec3BusReg/BRegistry/AmlSection3.action
# What is the Section 3 Business Registry?

The Section 3 Business Registry is a listing of firms that have self-certified that they meet one or more of the regulatory definitions of a Section 3 business and are included in a searchable online database that can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of certain HUD-funded contracts. The database can also be used by Section 3 residents to identify businesses that may have HUD-funded employer training opportunities.

This registry is a helpful tool to assist recipients of HUD funding (e.g., Public Housing Agencies, local units of government, property owners, etc.), developers and others locate Section 3 businesses within their community. It also enables HUD grantees to meet their Section 3 obligations by reducing some of the burden associated with locating eligible businesses.

It is important to note that Section 3 businesses are not entitled to receive contracts simply by being listed in HUD's Section 3 Business Registry database. Eligible businesses may need to demonstrate that they are responsible and have the ability to perform successfully under the terms and conditions of proposed contracts.

Section 3 requirements at 24 CFR 135.5 then provides preferences for contracts and subcontracts to these firms but not a guarantee.

While the Department maintains the Business Registry database, it has not verified the information submitted by the businesses and does not endorse the services they provide. Accordingly, it is recommended that users perform due diligence before awarding contracts to firms that have self-certified on the registry by ensuring that they meet the definition of a Section 3 business as defined by the Department's regulations at 24 CFR 135.5.

The general public can notify the Department through the Business Registry website if they believe a firm has improperly misrepresented themselves as a Section 3 business. In such situations, HUD may request documentation and additional information from the business to verify that they qualify for inclusion in the database. Businesses found to have misrepresented themselves will be removed from the database and penalized (see registry webpage for more information).

To search the database for self-certified Section 3 businesses, register your business for inclusion, or for more information on the Business Registry, please visit [http://www.hud.gov/section3](http://www.hud.gov/section3)

Additional information on the requirements of Section 3 can be found at [https://www.hud.gov/section3](https://www.hud.gov/section3)
ATTACHMENT: I

Section 3 Clause: 24 CFR 135.38
§ 135.38 Section 3 clause.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
ATTACHMENT: J

Boise City Code Title 6, Chapter 2
http://cityclerk.cityofboise.org/media/261939/0602.pdf
Chapter 6-2
DISCRIMINATION PROHIBITED

Sections:

6-02-01  PURPOSE AND DECLARATION OF POLICY
6-02-02  DEFINITIONS
6-02-03  PROHIBITED DISCRIMINATORY ACTS
6-02-04  EXCEPTIONS
6-02-05  PENALTY
6-02-06  UNLAWFUL INTIMIDATION, RETALIATION, AND INTERFERENCE
6-02-07  PRIVITE RIGHT OF ACTION
6-02-08  SEVERABILITY

Section 6-02-01  PURPOSE AND DECLARATION OF POLICY
A. In order to ensure that all persons, regardless of sexual orientation and/or gender identity/expression enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing, commercial property, and the use of public accommodations, the City of Boise has determined that discrimination on the basis of sexual orientation and gender identity/expression must be addressed, and appropriate legislation be enacted.

B. It is hereby declared that every individual in the City of Boise has the right to work and earn wages through gainful employment, has the right to seek housing, and has the right to enjoy public accommodation and hospitality.

C. It is hereby declared to be the public policy of the City of Boise to foster the employment of all individuals in accordance with their abilities. Every individual has the right to work and earn wages through gainful employment. Discriminatory employment practices are detrimental because they impede the social and economic progress of a city by preventing all of the city's citizens from contributing to the cultural, spiritual, social, and commercial life of the community. The contributions of all the citizens of the City of Boise are essential to the City's growth, vitality, and prosperity.

D. It is the intent of this Chapter that all persons be treated fairly and equally, and it is the express intent of this Chapter to guarantee fair and equal treatment under the law to all people in the City of Boise. The denial of fair and equal treatment under the law due to sexual orientation or gender identity/expression is detrimental to the health, safety, and welfare of the city's citizens, and damages a city's economic well-being.

E. This Chapter shall be deemed an exercise of the police power of the City of Boise for the protection of the public welfare, prosperity, health and peace of the City of Boise, its residents and the community.

F. The prohibitions against discriminatory acts as provided for in this ordinance are intended to supplement state and federal civil rights law prohibiting discrimination in the areas of employment, public accommodations, and housing. For complaints alleging discrimination on a basis proscribed under state or federal law (e.g. race, color, religious creed, ancestry, age, sex, national origin, and/or disability) the Complainant is advised of his or her right to file a report.
alleging a violation of Idaho Code section 18-7301 et. seq., and/or his or her right to file a complaint with the Idaho Commission on Human Rights and/or the Federal Equal Employment Opportunity Commission pursuant to Title VII of the Civil Rights Act of 1964 as amended, the Fair Housing Act of 1968 as amended, or the Americans with Disabilities Act of 1990 as amended.

Section 6-02-02 DEFINITIONS

A. "DENY" includes any act which, directly or indirectly, by any person or his agent or employee, results or is intended or calculated to result in whole or in part in any discrimination, distinction, restriction, or unequal treatment or representation. It also includes, but is not limited to, the requiring of a person to pay a larger sum than the uniform rates charged other persons, or the refusing or withholding from persons the admission, patronage, custom, presence, frequenting, dwelling, staying, or lodging in any place of public resort, accommodation, assemblage, or amusement except for conditions and limitations established by law and applicable alike to all persons, regardless of sexual orientation and/or gender identity/expression.

B. "DISCRIMINATION" is any direct or indirect exclusion, distinction, segregation, limitation, refusal, denial, or other differentiation in the treatment of a person because of a person's actual or perceived sexual orientation or gender identity or because of a person's association with any such person. Discrimination shall not be interpreted to require or to grant or accord any preferential treatment to any person because of that person's sexual orientation or gender identity/expression.

C. "FULL ENJOYMENT OF" shall be construed to include, but not be limited to, the right to use, rent or purchase real property, any service, commodity or article of personal property offered or sold by any person or establishment to the public, and the admission of any person to accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage or amusement, without acts directly or indirectly causing persons of any particular sexual orientation and/or gender identity/expression to be treated as not welcome, accepted, desired or solicited.

D. "GENDER EXPRESSION/IDENTITY" means a gender-related identity, appearance, expression or behavior of an individual regardless of a person's assigned sex at birth.

E. "HOUSING ACCOMMODATION" is a building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.

F. "PERSON" shall mean any natural person, firm, corporation, partnership or other organization, association or group of persons however arranged.

G. "PLACE OF PUBLIC RESORT, ACCOMMODATION, ASSEMBLAGE OR AMUSEMENT" includes, but is not limited to any public place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy or use of any property or facilities, whether conducted for the entertainment, housing or lodging of transient guests, or for the benefit, use or accommodation of those seeking health, recreation or rest, or for the sale of goods and merchandise, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports or recreation of any kind is offered.
with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation or public purposes, or public halls, public elevators and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or any educational institution wholly or partially supported by public funds, or schools of special instruction, or nursery schools, or day care centers or children's camps; nothing herein contained shall be construed to include, or apply to, any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, provided that where public use is permitted that use shall be covered by this section; nor shall anything herein contained apply to any educational facility operated or maintained by a bona fide religious or sectarian institution.

II. “SEXUAL ORIENTATION” is actual or perceived homosexuality, heterosexuality and/or bisexuality.

Section 6-02-03 PROHIBITED DISCRIMINATORY ACTS
The following acts are prohibited and shall constitute a misdemeanor:

A. To deny to any other person because of sexual orientation and/or gender identity/expression the right to work: (a) by failing or refusing to hire, (b) by discharging, (c) by barring from employment, (d) by discriminating against such person in compensation or in other terms or conditions of employment, or (e) otherwise discriminating against an individual with respect to employment.

B. To deny to or to discriminate against any person because of sexual orientation and/or gender identity/expression the full enjoyment of any of the accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage, or amusement.

C. To deny to or discriminate against any other person because of sexual orientation and/or gender identity/expression in the sale, purchase, lease or rental of any housing accommodation, or to otherwise discriminate in the terms and conditions, maintenance, improvement or repair of any housing accommodation.

Section 6-02-04 EXCEPTIONS
A. Notwithstanding any other provision herein, nothing in this Chapter is intended to alter or abridge other rights, protections, or privileges secured under state and/or federal law. This ordinance shall be construed and applied in a manner consistent with First Amendment jurisprudence regarding the freedom of speech and exercise of religion.

B. This chapter does not apply to:

1. Religious corporations, associations, educational institutions, or societies.


3. The United States government, any of its departments or agencies, or any corporation wholly owned by it; or the state of Idaho or any of its departments, agencies, or political subdivisions, except the City of Boise.
C. This ordinance shall not apply: (a) to the rental of a housing accommodation in a building which contains housing accommodations for not more than two (2) families living independently of each other, if the lessor or a member of his family resides in one (1) of the housing accommodations, or (b) to the rental of a room or rooms in a single family residential housing accommodation by an individual if he or a member of his family resides therein.

Section 6-02-05 PENALTY
A. A violation of this Chapter is a misdemeanor, punishable by a fine not exceeding one thousand dollars ($1000) and imprisonment in the county jail not to exceed six (6) months or both.

B. A prosecutor may reduce the violation to an infraction, payable by a $100 fine, if the defendant engages in corrective actions, which may include, but are not limited to the following: sensitivity training for the defendant and/or the defendant’s employees; the defendant’s agreement to adopt and pursue a policy of nondiscrimination in its practices; and the defendant’s agreement to not engage in discriminatory practices in the future. The charge shall be filed as a misdemeanor violation and may only be reduced upon motion of the prosecutor. There shall be no right to a trial by jury for an infraction citation or complaint.

C. A complaint filed under the provisions of this Chapter must be filed within 180 days of the alleged discriminatory conduct.

D. Any person who falsely reports a violation of this chapter may be charged with the crime of False Reporting, Boise City Code 6-01-13.

Section 6-02-06 UNLAWFUL INTIMIDATION, RETALIATION, AND INTERFERENCE
It shall be unlawful for any person to discriminate against, harass, threaten, harm, damage, or otherwise penalize another person for opposing an unlawful practice, for filing a complaint, for assisting, or participating in any manner in the investigation, or in mediation concerning this Chapter.

Section 6-02-07 PRIVATE RIGHT OF ACTION
There is no private right of action that is created by this Chapter or money damages available to any person based on this Chapter.

Section 6-02-08 SEVERABILITY
If any provision or section of this Ordinance shall be held to be invalid by a court of competent jurisdiction, then such provision or section shall be considered separately and apart from the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

(6869, Enacted, 12/04/2012)
CITY OF BOISE
PLANNING AND DEVELOPMENT SERVICES
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
REQUEST FOR FORMAL BID CONSTRUCTION

FB 20-173
2717 S VISTA APARTMENT UNIT REHAB PHASE 5/6

Attachment #3
Drawings and Product Information
Why Mohawk Luxury Sheet Vinyl?

- Moisture & Mildew Resistant
- Dimensional Stability Because Of Material Core
- Comfort Cushion Backing With Reduced Sound Transmission
- Made Using Green Practices & Is FloorScore® Certified & Made in The US
- Largest Color Palette & Highest Definition Visuals In Industry
# Collection Specs

## Select
- 55 Gauge
- PVC Wear Finish
- 13'2" Wide
- Limited 5 Year Residential Warranty

## Premium
- 75 Gauge
- Urethane Wear Finish
- 13'2" Wide
- Limited 5 Year Residential Warranty

## Ultimate
- 100 Gauge
- Urethane Wear Finish
- 13'2" Wide
- Limited 10 Year Residential Warranty

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Adhesive – M640 4gl / 1gl
Seam Sealer – M7 1qt / 8oz
Prime Coat – XL23 4gl

---

**Note:** Made in the USA

---

Packet Pg. 606
Mammoth Mountain
GF021-Select

$6.21/yard / $0.69/square foot
Great Floors Strategic Price

522
525
523
537
533
542

MOHAWK HARD SURFACES

5 YEAR LIMITED WARRANTY
WEAR THROUGH

greenworks

floor score

Made in the USA

Attachment: FB 20-173 Attachment 3 (RES-82-20 : FB 20-173: Vista Apartment Unit Rehab - Phase 5/6: Packet Pg. 607)
Pike's Peak
GF022-Premium

MOHAWK
HARD SURFACES
$8.01/yd / $.89/sf
Great Floors Strategic Price

L55
821
894

933
934
992
995

Made in the USA

5 YEAR LIMITED
WARRANTY
WEAR THROUGH

greenworks

floor score

Packet Pg. 608
Mt. Rainier
GF023- Ultimate

$10.71/yd / $1.19/sf
Great Floors Strategic Price

10 YEAR LIMITED WARRANTY THROUGH

MOHAWK 
greenworks

Made in the USA

Packet Pg. 609
## SCHOLARSHIP II 2B99

### PRODUCT SPECIFICATIONS

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All specifications are subject to normal manufacturing tolerances. 6/16

For additional technical information, please contact Technical Services at 800.833.6954.
**ALL MEASUREMENTS TO BE VERIFIED AT SITE**
ADDENDUM 01
FB 20-173
Vista Apartment Unit Rehab – Phase 5/6
Planning and Development Services
Housing and Community Development
Boise City Purchasing
Megan Harvey
mharvey@cityofboise.org

Date: January 28, 2020

Total Pages Transmitted (Including this sheet): (15)

Message:
You are hereby notified of the following clarifications of and/or revisions to the Drawings and Specifications for the above referenced project.

CLARIFICATIONS:
• Contractor is not responsible for putting blown in insulation back in the attic.
• Parking is on a first come first serve basis.

Attachments:
Lead Based Paint Report (4 pages)
Asbestos Report (3 pages)
Davis Bacon Wage Rates (4 pages)
Floor Plan Drawing (more legible than original) (1 page)
Pre-Bid Sign-In Sheet (2 pages)

This Addendum is hereby as of the above posted date made a part of the project requirements and contract documents for the referenced project. You are to note the receipt of, and compliance with this Addendum upon the space provided within the bid or proposal. Failure to acknowledge this Addendum does not relieve you from fulfilling the Addendum requirements. This is the only communication you will receive regarding this Addendum.
Lead Based Paint Requirements for the property located at 2717 Vista, Boise, Idaho.

Federal law requires that all housing and child-occupied facilities constructed prior to 1978 (excluding: studio style apartments, dormitories and housing designated for the elderly and/or disabled) be tested for the presence of lead-based paint (LBP). This must be completed prior to maintenance and/or renovation activities that will disturb painted surfaces greater than 2 sq. ft. interior and 20 sq. ft. exterior. Per HUD Lead Safe Housing Rule (24 CFR Part 35).

Whereas the apartment units of the above referenced property are studio style apartments and so by definition are excluded from the Lead Safe Housing Rule requirement, therefore no additional testing is required. However it is always considered to be a best work practices procedure to test all building structures constructed prior to 1978 for LBP to protect occupants and/or workers, whenever renovation and/or repair activities are performed.

Note: Any individual/specific painted surfaces cannot be considered Lead free unless that specific surface has been tested and documented in a LBP Risk Assessment and/or Inspection report. All LBP documentation must be updated and/or maintained in the project file and made available upon request.
Project Location: 2717 S Vista, Boise, Idaho 83706  
Project Name: 2717 S Vista, Unit Rehab FB 18-180  
Analysis Method: X-Ray Fluorescence Spectrometry

Environmental Protection Agency (EPA) Renovation Repair and Painting (RRP) and U.S. Department of Housing and Community Development (HUD) Lead Safe Housing Rule (LSHR) requirements, rules and/or regulations will apply (as applicable) to this project.

Please Note: that the information contained herein is for informational purposes only and not to be used in lieu of a Certified Risk Assessment and/or Inspection.

Ladies and Gentleman:

Boise City Housing and Community Development (HCD) has conducted testing of paint for lead by X-Ray Fluorescence Spectrometry using a portable XRF devise. HCD tested miscellaneous building components and/or painted surfaces that may be disturbed due to the proposed renovation at the above referenced property.

A total of seven (7) calibrations and eight (8) painted surfaces were tested in real time via XRF analysis on May 14, 2018, whereas none of the eight (8) surfaces tested were above the regulatory limits of 1.0 mg/cm².

- Test locations and XRF data attached.

Gary Campbell 5/14/18  
Rehabilitation Coordinator  
Boise City Housing and Community Development  
Grant and Loan Program  
150 North Capitol Blvd.  
Boise, Idaho 83702  
Office: (208) 570-6837  
Fax: (208) 384-4195  
Cell: (208) 803-4440  
gcampbell@cityofboise.org
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Asbestos Survey of
80 Unit Apartment Complex
City of Boise Department of Human Resources
2717 S. Vista Ave.
Boise, ID 83705

Prepared for:
Ms. Maegan Muguira
Claims Administrator Human Resources
City of Boise, Public Works Department

Prepared by:
Dayle Lundy
AHERA Inspector
Industrial Hygiene Resources

Assessment Date:
March 12 & 13, 2018

Report Date:
March 19, 2018

IHR Project Number:
5940

IHR
8312 W Northview St. #100, Boise, ID, 83704 • 208-323-8287 • www.industrialhygienesources.com
Executive Summary

At the request of City of Boise Department of Human Resources, Industrial Hygiene Resources (IHR) was retained to conduct an asbestos inspection (survey) of the 80 unit apartment complex located at 2717 S. Vista Ave. in Boise, ID. The evaluation was a full inspection to identify all asbestos-containing materials (ACM) that would be impacted by planned renovations or maintenance activities.

The evaluation was designed by Matthew Call MS, CIH, CSP, and conducted by Dayle Lundy, both of IHR, on March 12th and 13th, 2018. Glen Kellerer, Housing Property Manager represented City of Boise during this inspection. Donny Greene, Maintenance Worker for City of Boise Housing and Community Development escorted Mr. Lundy and provided access to the building during this inspection.

Results and Conclusions

Asbestos Containing Material (defined as containing greater than 1% asbestos) included:

 Thermal System Insulation:

➢ None. No suspect insulation materials were identified to contain any asbestos on the piping systems, hot water boilers, or air ventilation ducting (fibrous glass or metal).

 Surfacing:

➢ None. All surfacing materials that are sprayed or troweled-on were point counted to be less than 1% asbestos.

 Miscellaneous:

➢ PT heater/AC wood paneling “caulk”: ~1,280 linear feet of caulking located on the edges of the wood panels next to the masonry block was analyzed to contain regulated asbestos.
Recommendations

✓ Facilities and maintenance staff, as well as contractors should be appraised of the presence of asbestos in this building.

✓ A technical asbestos abatement specification, including a concise scope of work should be developed for the removal of the asbestos containing materials prior to renovation of the building materials.

✓ Prior to any renovation requiring the removal of asbestos above the threshold of 160 square feet, or 260 linear feet, a 10-day notification must be filed with Environmental Protection Agency (EPA). All asbestos containing materials (ACM) should be abated by a qualified contractor utilizing AHERA trained and accredited personnel. Upon removal, all ACM must be disposed of at a landfill qualified to accept asbestos containing waste material.

✓ All surfacing sprayed-on or troweled-on ceiling and wall and flooring materials were pointed counted to be less than 1% asbestos. Therefore these materials are not regulated by EPA standards. However, materials containing 1% or less of asbestos would still be subjected to some OSHA and EPA Worker Protection Rule regulations.
  
o A “competent person” must perform exposure monitoring per the OSHA standard during any work that disturbs these materials.

o Communication of Hazards; you must inform employees about the presence of materials containing <1% asbestos when you know it is present.

o Work practices required by OSHA include wet methods, prompt cleanup, and disposal of wastes and debris contaminated with asbestos in leak-tight containers. Waste can be disposed of as general construction waste (no asbestos labeling requirements).

o Prohibited practices include high-speed abrasive disk saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air, compressed air cleaning, and employee rotation as a means to reducing employee exposure to asbestos.
RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
LABORER..........................$ 7.25
PAINTER............................$ 8.03
PLASTERER.........................$ 9.00
PLUMBER...........................$ 10.82
ROOFER, Including Built Up,
Composition and Single Ply
Roofs................................$ 8.00
Sheet metal worker...............$ 8.00 .34
TRUCK DRIVER.......................$ 7.25

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:

https://beta.sam.gov/wage-determination/ID20200001/0?index=wd&keywords=&is_active...
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-------------------------------
WAGE DETERMINATION APPEALS PROCESS
-------------------------------

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

https://beta.sam.gov/wage-determination/ID20200001/0?index=wd&keywords=&is_active...
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

"
**ALL MEASUREMENTS TO BE VERIFIED AT SITE**

**THIS DRAWING IS FOR BIDDING PURPOSES ONLY AND NOT TO BE USED FOR ACTUAL CONSTRUCTION**
# City of Boise

Pre-Bid Sign in Sheet

FB 20-173 Vista Apartment Unit Rehab – Phase 5/6

January 27, 2020 @ 2:00 PM

Project Manager: Gary Campbell
Purchasing Specialist: Megan Harvey

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<td>Megan Harvey</td>
<td>City of Boise</td>
<td>972-8190</td>
<td><a href="mailto:mharvey@cityofboise.org">mharvey@cityofboise.org</a></td>
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<tr>
<td>Gary Campbell</td>
<td>City of Boise</td>
<td>570-6837</td>
<td><a href="mailto:gcampbell@cityofboise.org">gcampbell@cityofboise.org</a></td>
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<td>dru Heinrich</td>
<td>NNAC</td>
<td>703-900-8760</td>
<td><a href="mailto:dru.heinrich@nnacin.com">dru.heinrich@nnacin.com</a></td>
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<td>Richard Brewev</td>
<td>NVAC</td>
<td>208-870-9772</td>
<td><a href="mailto:richardb@nnacin.com">richardb@nnacin.com</a></td>
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<td>Jim Holm</td>
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<td>Wes Harrison</td>
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<td>PTI</td>
<td>(208)575-8555</td>
<td><a href="mailto:alex@pti.achester.co">alex@pti.achester.co</a></td>
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ADDENDUM 02
FB 20-173
Vista Apartment Unit Rehab – Phase 5/6
Planning and Development Services
Housing and Community Development
Boise City Purchasing
Megan Harvey
mharvey@cityofboise.org

Date: January 29, 2020
Total Pages Transmitted (Including this sheet): (1)

Message:
You are hereby notified of the following clarifications of and/or revisions to the Drawings and Specifications for the above referenced project.

CLARIFICATIONS:
Q: The drawing that was just issued with Addendum 1 states that the tile flooring in the bathroom is not to be replaced. I believe the intent is to remove the tile and replace with SV. Please clarify.
R1: Yes, the floor covering is as per the written specifications. The drawings are for reference only where as all measurements need to be verified on site. Ceramic tile is to be removed throughout.

This Addendum is hereby as of the above posted date made a part of the project requirements and contract documents for the referenced project. You are to note the receipt of, and compliance with this Addendum upon the space provided within the bid or proposal. Failure to acknowledge this Addendum does not relieve you from fulfilling the Addendum requirements. This is the only communication you will receive regarding this Addendum.
You are hereby notified of the following clarifications of and/or revisions to the Drawings and Specifications for the above referenced project.

CLARIFICATIONS:
Contractor will need to include the cost for materials and installation of mineral wool insulation at the common wall shower surround/tub area (all units), and include all plumbing costs associated to the replacement of (all) drain trap tail pieces at kitchen sink and bathroom vanity locations. All items listed above must be included in the overall job cost.

This Addendum is hereby as of the above posted date made a part of the project requirements and contract documents for the referenced project. You are to note the receipt of, and compliance with this Addendum upon the space provided within the bid or proposal. Failure to acknowledge this Addendum does not relieve you from fulfilling the Addendum requirements. This is the only communication you will receive regarding this Addendum.
ADDENDUM 04  
FB 20-173  
Vista Apartment Unit Rehab - Phase 5/6  
Planning and Development Services  
Housing and Community Development  
Boise City Purchasing  
Megan Harvey  
mharvey@cityofboise.org

Date: February 3, 2020
Total Pages Transmitted (Including this sheet): (2)
Page 1 - Cover & Message

Message:
You are hereby notified of the following clarifications of and/or revisions to the Drawings and Specifications for the above referenced project.

REVISED BID SIGNATURE PAGE:
The Section 3 language within the bid signature page has been revised:

Revised Language: The Section 3 bid preference will only be awarded to qualified Section 3 Business Concerns, that have requested the bid preference, and provided proof of Section 3 self-certification, and submitted a project specific Section 3 utilization plan (at minimum) five (5) days prior to bid opening, will be required prior to issuance of notice to proceed.

ATTACHMENTS
Revised Bid Signature Page (1 page)

This Addendum is hereby as of the above posted date made a part of the project requirements and contract documents for the referenced project. You are to note the receipt of, and compliance with this Addendum upon the space provided within the bid or proposal. Failure to acknowledge this Addendum does not relieve you from fulfilling the Addendum requirements. This is the only communication you will receive regarding this Addendum.
**REvised**

**BID PROPOSAL SIGNATURE PAGE**

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*Due to Federal Funding, the Idaho Public Works Licensing requirement is not applicable and/or required at time of bid submittal, but will be required at time of contract signing.

**Request for Section 3 bid preference:** Yes [ ] No [ ]

The Section 3 bid preference will only be awarded to qualified Section 3 Business Concerns, that have requested the bid preference and provided proof of Section 3 self-certification. A project specific Section 3 utilization plan will be required prior to issuance of notice to proceed.

Bidder Acknowledges Receipt of the Following Addenda:

- [ ] Addenda #1
- [ ] Addenda #3
- [ ] Addenda #2
- [ ] 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.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

**Number of days price will be guaranteed:**

(Request 90 days)
REVISED
BID PROPOSAL SIGNATURE PAGE

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Pacific Source Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>10508 W. Business Park Lane</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Boise ID 83709</td>
</tr>
<tr>
<td>Phone#</td>
<td>208-908-6560</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:Scott.henderson@pacificsource.net">Scott.henderson@pacificsource.net</a></td>
</tr>
<tr>
<td>Federal Tax ID#</td>
<td>26-4433644</td>
</tr>
<tr>
<td>Signature</td>
<td>X</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Scott Henderson</td>
</tr>
<tr>
<td>Title</td>
<td>Sr. PM</td>
</tr>
<tr>
<td>Date</td>
<td>2/5/20</td>
</tr>
<tr>
<td>Idaho Public Works Contractor's License Number (If Available)*</td>
<td>005702 - AAA-3-4</td>
</tr>
</tbody>
</table>

*Due to Federal Funding, the Idaho Public Works Licensing requirement is not applicable and/or required at time of bid submittal, but will be required at time of contract signing.

Request for Section 3 bid preference: Yes [x] No [ ]
The Section 3 bid preference will only be awarded to qualified Section 3 Business Concerns, that have requested the bid preference and provided proof of Section 3 self-certification. A project specific Section 3 utilization plan will be required prior to issuance of notice to proceed.

Bidder Acknowledges Receipt of the Following Addenda:

☑ Addenda #1  ☑ Addenda #3
☑ Addenda #2  ☑ 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.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Number of days price will be guaranteed: 60

(Request 90 days)
# Bid Schedule Pricing

**Base Bid - Rehab of 11 Units:** To include units 114, 115, 116, 119, 214, 215, 217, 218, 219, 231 & 232. Work is to be completed prior to May 31, 2020.

<table>
<thead>
<tr>
<th>Scope Item</th>
<th>Cost for 11 Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demo</td>
<td>$17,483</td>
</tr>
<tr>
<td>2. Drywall</td>
<td>$43,503</td>
</tr>
<tr>
<td>3. FRP Paneling</td>
<td>$9,519</td>
</tr>
<tr>
<td>4. Interior Doors</td>
<td>$2,022</td>
</tr>
<tr>
<td>5. Interior Trim</td>
<td>$6,241</td>
</tr>
<tr>
<td>6. Cabinets</td>
<td>$3,462</td>
</tr>
<tr>
<td>7. Countertops</td>
<td>$1,348</td>
</tr>
<tr>
<td>Cabinet and Countertop Use Tax (Includes Bathroom Vanity)</td>
<td>$835.80</td>
</tr>
<tr>
<td>8. Kitchen</td>
<td>$6,606</td>
</tr>
<tr>
<td>9. Vanity</td>
<td>$3,303</td>
</tr>
<tr>
<td>10. Bathroom</td>
<td>$29,241</td>
</tr>
<tr>
<td>11. Refinish Tub</td>
<td>$8,022</td>
</tr>
<tr>
<td>12. Paint</td>
<td>$11,327</td>
</tr>
<tr>
<td>13. Electrical</td>
<td>$11,532</td>
</tr>
<tr>
<td>Electrical Use Tax</td>
<td>$217.80</td>
</tr>
<tr>
<td>14. Seal Penetrations</td>
<td>$353</td>
</tr>
<tr>
<td>15. Insulation</td>
<td>$5,746</td>
</tr>
<tr>
<td>16. Flooring</td>
<td>$23,595</td>
</tr>
<tr>
<td>17. Miscellaneous Items</td>
<td>$2,022</td>
</tr>
</tbody>
</table>

**Total Base Bid:**

$187,383,60

**Total Base Bid in Words:**

One Hundred Eighty Seven thousand three hundred eighty three and 60/100
FB 20-173
VISTA APARTMENT UNIT REHAB - PHASE 5/6

Return in Sealed Envelope

Bid Alternate #1: Rehab of an additional eleven (11) units. Units to include 124, 126, 128, 210 211, 212, 213, 224, 226, 227 & 228. Work is to be completed prior to September 23, 2020. Decision to pick up Bid Alternate #1 option will be made prior to June 1, 2020.

<table>
<thead>
<tr>
<th>Scope Item</th>
<th>Cost for 11 Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Demo</td>
<td>$ 17,483</td>
</tr>
<tr>
<td>19. Drywall</td>
<td>$ 4,3503</td>
</tr>
<tr>
<td>20. FRP Paneling</td>
<td>$ 9,519</td>
</tr>
<tr>
<td>21. Interior Doors</td>
<td>$ 2,022</td>
</tr>
<tr>
<td>22. Interior Trim</td>
<td>$ 6,741</td>
</tr>
<tr>
<td>23. Cabinets</td>
<td>$ 3,462</td>
</tr>
<tr>
<td>24. Countertops</td>
<td>$ 1,348</td>
</tr>
<tr>
<td>Cabinet and Countertop Use Tax (Includes Bathroom Vanity)</td>
<td>$ 835.80</td>
</tr>
<tr>
<td>25. Kitchen</td>
<td>$ 6,606</td>
</tr>
<tr>
<td>26. Vanity</td>
<td>$ 3,303</td>
</tr>
<tr>
<td>27. Bathroom</td>
<td>$ 29,741</td>
</tr>
<tr>
<td>28. Refinish Tub</td>
<td>$ 8,022</td>
</tr>
<tr>
<td>29. Paint</td>
<td>$ 11,327</td>
</tr>
<tr>
<td>30. Electrical</td>
<td>$ 11,537</td>
</tr>
<tr>
<td>Electrical Use Tax</td>
<td>$ 217.80</td>
</tr>
<tr>
<td>31. Seal Penetrations</td>
<td>$ 353</td>
</tr>
<tr>
<td>32. Insulation</td>
<td>$ 5,746</td>
</tr>
<tr>
<td>33. Flooring</td>
<td>$ 23,595</td>
</tr>
<tr>
<td>34. Miscellaneous Items</td>
<td>$ 2,022</td>
</tr>
<tr>
<td>Total Bid Alternate #1:</td>
<td>$ 187,383.60</td>
</tr>
</tbody>
</table>

Total Bid Alternate #1 in Words:

One Hundred Eighty Seven thousand three hundred eighty three and 60/100
**DELIVERY INFORMATION**

List any risks associated with the on-time delivery of this project

AREA LABOR & SUBCONTRACTOR SHORTAGE

Capacity (list current projects and current completion dates):

<table>
<thead>
<tr>
<th>Project</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRWA m+1 building office/warehouse</td>
<td>5/15/20</td>
</tr>
<tr>
<td>ISM dorm remodel Bldg 808 &amp; 809</td>
<td>6/7/20</td>
</tr>
<tr>
<td>BLM warehouse Roof Replacement</td>
<td>3/20/20</td>
</tr>
</tbody>
</table>
REFERENCES

Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider’s experience to comply with the requirements of this proposal. Failure to provide references with similar scope/product, successfully delivered can be grounds for disqualification.

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Organization Name</th>
<th>Idaho Air National Guard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Lt. Matthew Mills</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>Base Engineer</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>208-422-5596</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference 2</th>
<th>Organization Name</th>
<th>General Services Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Jed Pilwerth</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>Project Manager / COR</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>208-334-9219</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference 3</th>
<th>Organization Name</th>
<th>Mountain Home Air Force Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Sr. Airman Austin Breault</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>Contracting Specialist</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>208-928-1950</td>
<td></td>
</tr>
</tbody>
</table>

List any previous City projects, performed within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

<table>
<thead>
<tr>
<th>Project</th>
<th>Department</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vista Apartment Rehab</td>
<td>Housing</td>
<td>Gary Campbell</td>
</tr>
<tr>
<td>Vista Apartment Rails</td>
<td>Housing</td>
<td>Gary Campbell</td>
</tr>
<tr>
<td>Ice World Scoreboards</td>
<td>Park &amp; Rec</td>
<td>Kevin Barnes</td>
</tr>
</tbody>
</table>

Vendor’s Comments:
**REQUIREMENTS**

In the event that the general contractor intends to self-perform the plumbing, HVAC or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work by the time of contract signing.

The general contractor shall demonstrate compliance with this requirement by listing "Self" on the form below then providing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor prior to contract signing.

**SUBCONTRACTORS**

As required by Idaho Codes 54-1902 and 67-2310 the following list includes the names, addresses, Idaho Public Works License number and the percentage of project in dollars for all Subcontractors. Failure to name subcontractor (if used) for plumbing, heating, air-conditioning and electrical as required by said section 67-2310 will render any bid/proposal submitted by a general Contractor unresponsive and void.

Public Works and Trade license numbers will be required at time of contract signing, not bid submittal.

(Only list subcontractors or self when trade is required for project, please use N/A if trade is not required for this project).

**Electrical**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor's License Number (IF AVAILABLE)</th>
<th>Electrician License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Source Electric</td>
<td>005762 - AAA-3-6</td>
<td>ELE-C-23925</td>
</tr>
</tbody>
</table>

**Plumbing**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor's License Number (IF AVAILABLE)</th>
<th>Plumbing License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paige Mech</td>
<td>PWC-C-16671 - AAA-4</td>
<td>028373</td>
</tr>
</tbody>
</table>

**HVAC**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor's License Number (IF AVAILABLE)</th>
<th>HVAC License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paige Mech</td>
<td>PWC-C-16671 - AAA-4</td>
<td>HVC-C-2376</td>
</tr>
</tbody>
</table>
FB20-173
Vista Apartment Unit Rehab Phase 5/6
Return in Sealed Envelope

BID BOND

(Return this or other executable surety)

KNOW ALL MEN BY THESE PRESENTS, that we, the above signed, as Principal, and Great American Insurance Company as Surety, are hereby held and firmly bound unto as Owner in the penal sum of Five Percent, which is 5% of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 5th day of February, 2020. The Condition of the above obligation is such that whereas the Principal has submitted to City of Boise a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of new and other miscellaneous work as set forth in the plans and specifications for FB20-173. More specifically, this work includes and other related work.

NOW, THEREFORE,

The Bond will become null and void:
(a) If said BID will be rejected.
(b) If said BID will be accepted and the Principal will execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said BID) and will furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and will in all other respects perform the agreement created by the acceptance of said BID.

OTHERWISE:

The Bond will remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND will be in no way impaired or effected by an extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Seal

Pacific Source Construction
Principal

Great American Insurance Company
Surety

[Signatures]

H. Alex Furlan, Managing Member

Michelle Squires, Attorney-in-Fact

Packet Pg. 640
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below:

TINA COLEMAN
VICKI GOECOEHEA
MICHELLE SQUIRES
COLLEEN THOMPSON
PHILIP S. WALTER
GREG EWING
ELIZABETH SCHNEIDER

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of OCTOBER, 2018.

Attent

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 2ND day of OCTOBER, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A. KOhorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAH, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of OCTOBER, 2020.

Assistant Secretary
TO: Mayor and Council
FROM: Kevin Holmes, Planning and Development Services
NUMBER: RES-83-20
DATE: February 19, 2020
SUBJECT: SOS19-00025 / Resolution

BACKGROUND:

On February 4, 2020, City Council approved SOS19-00025.

FINANCIAL IMPACT:

None
CITY OF BOISE

Resolution NO. RES-83-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION (SOS19-00025/DAVID ELLIS) FOR PARTIAL VACATION OF A BUILDING SETBACK PLAT NOTE FOR THE BIG SKY SUBDIVISION NUMBER 2, NORTHERLY PORTION OF LOTS 16 AND 17, BLOCK 1. THE PROPERTY IS LOCATED WITHIN SECTION 34, T. 4 N., R. 1 E. B.M. AND ADDRESSED AS 4060 N. COLUMBINE ST., BOISE, IDAHO, 83713, AS RECORDED WITH THE ADA COUNTY RECORDER IN BOOK 25 OF PLATS AT PAGE 1558 AND LOCATED AT 4060 N. COLUMBINE ST., BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 4, 2020, the Council of Boise City held a hearing on the partial vacation of a building setback plat note for the northerly portion of Lots 16 and 17, Block 1 of the Big Sky No. 2 Subdivision, reducing the requirement of the side setback to 20 feet, as recorded with the Ada County Recorder in Book 25 of Plats at Page 1558, and located at 4060 N. Columbine St., Boise, Ada County; and

WHEREAS, any and all affected property owners were notified of the proposed vacation, in accordance with Idaho Code § 50-1306A; and

WHEREAS, after the hearing on February 4, 2020, the Council by formal motion did approve the partial vacation of a building setback plat note for the northerly portion of Lots 16 and 17, Block 1 of the Big Sky No. 2 Subdivision, reducing the requirement of the side setback to 20 feet, as recorded with the Ada County Recorder in Book 25 of Plats at Page 1558, and located at 4060 N. Columbine St., Boise, Ada County.

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

Section 1. That the side yard setback of the northerly portion of Lots 16 and 17, Block 1 of the Big Sky Subdivision Number 2 as recorded with the Ada County Recorder in Book 25 of Plats at Page 1558, and located at 4060 N. Columbine St., Boise, Ada County, is hereby reduced from 25 to 20 feet.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-84-20
DATE: February 20, 2020
SUBJECT: Authorization to use HGACBuy/DIR/BuyBoard/Sourcewell; City Wide

BACKGROUND:

As of July 1, 2019, the State of Idaho has implemented statute 67-2807 Cooperative Purchasing which provides political subdivisions the authorization to participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. The City of Boise has also revised the Cooperative Purchasing section of the City’s Business Operations Manual to match the state statute. The City’s Business Operations Manual Section B8.04b, Exceptions to Bid Process reads that “the City will be permitted to participate in cooperative purchasing programs established by any association that offers goods and services as a result of competitive solicitation processes. City Council approval of participation in cooperative purchasing agreements will be required.”

This request is to gain City Council authorization for the City of Boise to enter into cooperative purchasing agreements using Helping Governments Across the Country Buy (HGACBuy), Department of Information Resources (DIR), Buyboard, and Sourcewell contracts. All contracts available through Helping Governments Across the Country Buy (HGACBuy), Department of Information Resources (DIR), Buyboard, and Sourcewell for City use have been awarded as a result of a competitive solicitation process.

RECOMMENDATION:

Department of Finance and Administration staff recommend authorization to participate in cooperative purchasing agreements using Helping Governments Across the Country Buy (HGACBuy), Department of Information Resources (DIR), Buyboard, and Sourcewell contracts.

FINANCIAL IMPACT:

Approval to participate in cooperative purchasing agreements. No funding required.
RESOLUTION NO. RES-84-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANchez, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AUTHORIZATION FOR THE CITY OF BOISE CITY(CITY WIDE) TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS USING HELPING GOVERNMENTS ACROSS THE COUNTRY BUY (HGACBUY), DEPARTMENT OF INFORMATION RESOURCES (DIR), BUYBOARD, AND SOURCEWELL COOPERATIVE AGREEMENT CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code Section 67-2807 authorizes political subdivisions such as the City of Boise, with the approval of its governing board, to participate in cooperative purchasing programs established by any association that offers its goods and services as a result of competitive solicitation processes; and

WHEREAS, Department of Finance and Administration staff recommend City Council authorization to participate in cooperative purchasing programs established by Helping Governments Across the Country Buy (HGACBuy), Department of Information Resources (DIR), Buyboard, and Sourcewell so that the City may make purchases using the contracts resulting from the bidding processes of those programs.

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

Section 1. That authorization to participate in the cooperative purchasing programs established by Helping Governments Across the Country Buy (HGACBuy), Department of Information Resources (DIR), Buyboard, and Sourcewell and to utilize the contracts resulting therefrom is hereby approved.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
TO: Mayor and Council
FROM: Doug Holloway, Parks & Recreation
NUMBER: RES-85-20
DATE: February 21, 2020
SUBJECT: Interfaith Sanctuary Family Programming MOA

BACKGROUND:
The Interfaith Sanctuary, which provides safe overnight emergency shelter for families experiencing homelessness, and the Boise Parks and Recreation Department, which provides recreation programming to low-income youth, are partnering together for Family Programming services. The City will provide funding to the Sanctuary in the amount of fourteen thousand dollars ($14,000) from its general fund for these services.

The term of this agreement will be one year from the date of City Council's approval.

FINANCIAL IMPACT:
The City will provide funding to the Interfaith Sanctuary in the amount of $14,000.00 from its general fund.

ATTACHMENTS:

- Family Programming MOA - Interfaith Sanctuary Housing Services, Inc.  (PDF)
A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND INTERFAITH SANCTUARY HOUSING SERVICES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE MEMORANDUM OF AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Memorandum of Agreement by and between the city of Boise City and Interfaith Sanctuary Housing Services, Inc., a copy of which is attached as Exhibit “A” and incorporated by reference, be, and is, approved as to both form and content.

Section 2. That the Mayor and City Clerk respectively be, and are, authorized to execute and attest the Memorandum of 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.
Memorandum of Agreement
by and between
the City of Boise City, Idaho, and
Interfaith Sanctuary Housing Services, Inc.

THIS AGREEMENT, made this ___ day of ______, 2020, by and between the City of Boise City ("City"), a municipal corporation organized under the laws of the State of Idaho, and Interfaith Sanctuary Housing Services, Inc. ("Sanctuary"), a non-profit corporation organized under the laws of the State of Idaho. The City and Sanctuary may each be referred to separately as a "Party" and collectively as the "Parties."

WHEREAS, Sanctuary provides safe overnight emergency shelter for up to 164 homeless men, women, and families with children, and provides associated supportive service to help individuals successfully transition out of homelessness; and

WHEREAS, City, through its Department of Parks and Recreation ("BPR") Boise Parks and Recreation serves hundreds of low-income youth at eight school-based community centers and a mobile recreation van program that travels to parks, schools and refugee apartment complexes throughout the city; and

WHEREAS, the Parties desire to cooperate in order to provide family and employment programming.

WITNESSETH: In consideration of the mutual covenants and agreement set forth herein, City and Sanctuary agree and covenant as follows:

1. SCOPE OF AGREEMENT. City agrees to provide funding to the Sanctuary in the amount of fourteen thousand dollars ($14,000.00) from its general fund for Family Programming services (the "Program").

2. SANCTUARY'S DUTIES and RESPONSIBILITIES. Sanctuary shall:
   a. Provide open shelter hours on weekends for families with children;
   b. Provide regular feedback to City with respect to expectations under this Agreement.

3. CITY'S DUTIES and RESPONSIBILITIES. City shall:
   a. Provide Sanctuary funding in an amount as described in Paragraph 1, above.

4. TERM. This Agreement shall be effective from the date of City Council’s approval for a term of one year. Unless terminated as provided herein, this Agreement shall automatically renew for successive one year periods for up to five years. The City reserves the right to terminate any employee’s employment with the City in accordance with its policies and procedures, and in accordance with applicable laws.
5. **TERMINATION.** Either party may terminate this Agreement without cause by providing thirty (30) days’ written notice to the other party.

6. **INDEMNIFICATION.**

   a. Sanctuary shall indemnify, defend, save, and hold harmless the City, its directors, officials, officers, and employees from and against all injuries, claims, causes of action, judgments, damages, costs and fees, arising out of or resulting from the failure of Sanctuary, its officers, employees, agents, representatives, and volunteers, to fulfill its duties and responsibilities under this Agreement.

   b. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save, hold harmless, and defend the City and the City’s elected officials, officers, employees, agents, and volunteers.

   c. If, as a result of the act, omission, or failure to act of Sanctuary or its officers, employees, agents, volunteers, servants, guests, or business invitees, to fulfill Sanctuary’s duties and responsibilities under this Agreement the City becomes liable, or is alleged to be liable, for an amount in excess of Sanctuary’s insurance limits, Sanctuary covenants and agrees to indemnify, save hold harmless, and defend the City and the City’s elected officials, officers, employees, agents, and volunteers from, for and against any and all liability, losses, claims, actions, judgments for damages or for injury to persons or property, and losses and expenses, including reasonable attorney’s fees, to the fullest extent permitted by law.

7. **INSURANCE.** Sanctuary shall at all times during the term of this Agreement maintain general liability insurance in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. Sanctuary shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Sanctuary's compliance with the requirements of this paragraph and file such proof of insurance with the City. In the event the insurance minimums are changed, Sanctuary shall immediately submit proof of compliance with the changed limits.

   Sanctuary shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned, and hired vehicles.

   Sanctuary 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 under this Agreement in the statutory limits as required by law.

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

8. **DISCRIMINATION PROHIBITED.** In performing the duties and responsibilities required herein, Sanctuary, its officers, employees, agents, representatives, and volunteers 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 Sanctuary’s
responsibility to ensure that its agents, volunteers, and employees are in compliance with this section.

9. **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, or when electronically mailed, addressed as follows:

   City of Boise                          Interfaith Sanctuary
   Attn: Doug Holloway, Director         Jodi Peterson
   Department of Parks and Recreation    P.O. Box 9334
   1104 Royal Blvd                       Boise, Idaho 83707
   Boise, Idaho 83706
dholloway@cityofboise.org

   With a copy to:
   Boise City Attorney’s Office
   P.O. Box 500
   Boise, Idaho 83702
   ekoeckeritz@cityofboise.org

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.

10. **COMPLIANCE WITH LAWS.** In performing its responsibilities required hereunder, Sanctuary shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

11. **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.

12. **NO GUARANTEES.** Notwithstanding anything to the contrary herein, this Agreement does not obligate the City to hire any of the screened potential Participants, it does not obligate Sanctuary to furnish the City with any Participants, nor does it guarantee any Participant minimum hours, his or her preferred work schedule, or an hourly rate in excess of the federal minimum wage. Additionally, nothing contained herein shall be construed as a promise or offer of employment for potential Participants, or as a promise or offer of ongoing employment of selected Participants with the City upon termination of this Agreement. This is not an employment contract and the City’s personnel policies shall govern the relationship between the City and any Participants.

13. **NO THIRD-PARTY BENEFICIARIES.** The Parties do not confer any rights or remedies upon any person, including the Participants, other than the parties to this Agreement.

14. **EXPENSES.** All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses.
15. **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.

16. **INDEPENDENT CONTRACTOR.** In all matters pertaining to this agreement, Sanctuary shall be acting as an independent contractor, and, except for those Participants hired as City employees, neither Sanctuary, nor any officer, employee or agent of Sanctuary will be deemed an employee of City. The selection and designation of the personnel of City in the performance of this Agreement shall be made by City.

17. **APPROVAL REQUIRED.** This Agreement shall not become effective or binding until approved by the City of Boise.

   **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the __ day of ___________ 2020.

For Interfaith Sanctuary Housing Services, Inc.:

   [Signature]

   By: Jodi Peterson - Stiggers
   Its: Executive Director

For city of Boise City:

   [Signature]

   By: Lauren McLean
   Its: Mayor
TO: Mayor and Council
FROM: Doug Holloway, Parks & Recreation
NUMBER: RES-86-20
DATE: February 24, 2020
SUBJECT: Gem State Disc Golfers License Agreement

BACKGROUND:

Boise Parks and Recreation has been in contract with the Gem State Disc Golfers (GSDG) to develop and maintain the Ann Morrison Park Disc Golf Course since the development of the first nine holes via a License Agreement in 1997 and the subsequent addition of an additional nine holes in 2001.

In the interest of growing the sport of disc golf, GSDG holds leagues and a series of tournaments throughout the year. Per the League Play License Agreement, GSDG is granted two days per week in which to conduct league and tournament play. During weeks that tournaments are scheduled, GSDG will be required to suspend league play as to not surpass the allowed two-day use.

The Boise Parks and Recreation Commission approved the agreement at its February 20, 2020, meeting. This agreement expires on September 30, 2020.

FINANCIAL IMPACT:

None

ATTACHMENTS:

- 2020 License Agreement - Gem State Disc Golfers (PDF)
CITY OF BOISE

Resolution NO. RES-86-20

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

A RESOLUTION RATIFYING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE GEM STATE DISC GOLFERS FOR THE MAINTENANCE AND USE OF THE DISC GOLF COURSE LOCATED WITHIN ANN MORRISON PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO RATIFY SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. That the License Agreement by and between the city of Boise City and the Gem State Disc Golfers, a copy of which is attached hereto and incorporated herein by reference, be, and is, approved as to both form and content.

Section 2. That the Mayor and City Clerk, respectively, be, and are, authorized to ratify 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.
LICENSE AGREEMENT
Boise City Parks and Recreation

This LICENSE AGREEMENT ("Agreement") is made and entered into this _______ day of ____________________, 2020, by and between the city of Boise City through its Department of Parks and Recreation, ("Boise City"), and the Gem State Disc Golfers ("GSDG"). Boise City and GSDG may be referred to jointly as "Parties" or each individually as "Party."

RECITALS:

Boise City is the owner and manager of Ann Morrison Park, a municipal park located within the City of Boise City; and

Boise City and GSDG have a License Agreement for the maintenance and use of the Disc Golf Course located within Ann Morrison Park, approved by the Boise City Council on May 12, 2015 by Resolution #RES-202-15 (Exhibit A); and

GSDG having a business address of 3281 S. Cadet Ave., Boise, ID 83705 is engaged in the development, promotion, and enhancement of the sport of disc golf and desires to provide Disc Golf League play at the Ann Morrison Park Disc Golf Course; and

In consideration of the mutual promises herein contained, and for the good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, Boise City and GSDG hereby mutually undertake, promise, and agree, each for itself, and its successors and assigns, as follows:

ARTICLE I – DEFINITIONS

1.1 Defined Terms. The following terms shall have the following designated meanings:

"Ann Morrison Park" and "the Park" shall mean the municipal park addressed as 1000 Americana Blvd., Boise, Idaho, 83706, and generally located east of Americana Boulevard, west of Capitol Boulevard, and south of the Boise River. The property is further depicted on Exhibit B, attached and incorporated herein, and hereinafter referred to as the "Premises."
"Course" shall mean the disc golf course originally established pursuant to a License Agreement approved by the Boise City Council August 21, 1997 by Resolution #14572, for the first nine holes, and subsequent License Agreement approved by the Boise City Council July 16, 2001 as Resolution #16691, for the second nine holes, and located on the south end of Ann Morrison Park, in an area generally identified and depicted on Exhibit B, attached hereto and incorporated herein by reference. The Course may be altered or removed at any time by Boise City as authorized by Resolutions #14572 and #16691 respectively. Prior to alteration or removal Boise City will notify GSDG of the change and provide an updated map of the Course. The updated map will supersede any prior description or depiction of the Course.

ARTICLE II - TERM OF LICENSE

2.1 Term. This Agreement shall be for a term beginning on March 1, 2020 and ending on September 30, 2020 or unless otherwise terminated as provided for by this Agreement.

2.2 Termination. Either party may terminate this Agreement without cause, for any reason or no reason, by providing the other party thirty (30) days written notice. In such event, GSDG shall remove all of GSDG’s property and vacate the licensed premises on or before the termination date. In the event of a holdover by GSDG beyond the thirty (30) day period, Boise City may, in addition to and without waiver of any other rights or remedies under law or equity, immediately re-enter and take possession of the licensed premises and any GSDG property found thereon with or without process of law.

2.3 Earlier Termination. This Agreement may terminate upon less than thirty (30) days’ notice under the following circumstances:

a. Total destruction: Should Ann Morrison Park or an essential part of the area used by GSDG be totally destroyed by fire, flood, or other casualty, this Agreement shall immediately terminate.

b. Partial destruction: In the case of partial destruction of the area used by GSDG, either party may terminate this Agreement within ten (10) days following such partial destruction, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.
c. Assignment/Bankruptcy: If GSDG makes an assignment for the benefit of creditors, or is placed in receivership or is adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Boise City may terminate this Agreement by giving written notice to GSDG specifying the date of termination, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

d. If GSDG is in default on any of the terms and conditions of this Agreement, or if GSDG violates any law of the United States, statute of the state of Idaho, ordinance of Boise City, or any rule or regulation promulgated by the Boise City Department of Parks and Recreation and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, then after ten (10) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of GSDG hereunder shall be terminated. Retention or possession of the Premises thereafter by GSDG shall constitute a forcible detainer.

e. Boise City expressly reserves the right to terminate this Agreement without cause under any circumstances which involve the non-appropriation of funds by the governing body of Boise City.

ARTICLE III – LICENSE AND PREMISES

3.1 Grant of License. Boise City hereby grants to GSDG a non-exclusive, revocable license to coordinate Disc Golf Leagues in Ann Morrison Park at the location generally identified and depicted on Exhibit B, under the following conditions:

a. GSDG's use is subject to the requirements as incorporated within this Agreement and conditioned on the agreed upon schedule between Boise City and GSDG as follows:

   i. From March 1, 2020 through September 30, 2020, GSDG shall be allowed to use the Course for two (2) days per week.

   ii. GSDG shall be permitted to use the Course on Tuesdays and Thursdays. Such use shall include both youth and adult leagues.

   iii. In the event GSDG has a scheduled weekend tournament on Saturdays or Sundays, GSDG shall be required to use its allowable two (2) days per week for those weekend days and shall forfeit its normally scheduled Tuesday and Thursday league days.
b. Only those leagues sponsored by GSDG will be scheduled without cost. Leagues not sponsored by GSDG will be subject to Boise City's reservation fees.

c. GSDG shall follow all rules and regulations of Ann Morrison Park and provisions of the Boise City Code relating to parks as set forth in Boise City Code Section 13-03-01 et seq.

d. All activities shall be subject to Boise City's indemnification and insurance requirements as set forth in Section V of this Agreement.

e. GSDG understands and agrees that vendors are not allowed on the premises. If GSDG wishes to have vendors during events, GSDG is required to acquire a short-term concession permit from Boise City. Number, type, and placement of all vendors are subject to Boise City approval.

f. GSDG understands and agrees that, when not scheduled for organized use, the Course shall remain open to the public at no cost.

g. GSDG shall not use or permit the use of the Course for any other purpose than for disc golf, without the express written consent of Boise City.

h. GSDG agrees and acknowledges that Boise City may at any time alter the Course, which could involve reconfiguration of the Course, removal of the Course or portions thereof, or any other medication of the Course in the sole discretion of Boise City. GSDG further agrees and acknowledges that activities under this Agreement shall only be performed upon the most current Course provided by Boise City.

i. In the event of heavy park use or user conflicts that GSDG is unable to resolve to Boise City's satisfaction, Boise City may suspend GSDG's operations to accommodate such use patterns.

3.2 Non-exclusive Revocable License. GSDG acknowledges that this is a non-exclusive, revocable License for operation of GSDG's business on municipal park property. GSDG acknowledges that Boise City, when possible, will seek competitive proposals for services within all the parks owned and operated by Boise City. Boise City reserves the right to solicit other business proposals for the same or similar services and to award additional licenses that, at Boise City's sole discretion, best meet the needs of citizens of, and visitors to, Boise City.

3.3 Limitations on Use. GSDG acknowledges this non-exclusive, revocable License does not guarantee GSDG's participation in events and activities held within Ann Morrison Park that are sponsored by Boise City, the Department of
Parks and Recreation, and/or by a private individual or group. All arrangements for GSDG’s potential participation at any such event or activity, including all fees required to be paid to event sponsors, are the sole responsibility of GSDG. The terms of this Agreement shall continue to apply during GSDG’s participation at such events.

3.4 Lawful Business Use. During the term of this Agreement, GSDG shall only operate as described herein and in any attached exhibits. GSDG shall not allow the Course, that part of Ann Morrison Park on which the Course is located, or any part of the Park to be used for any immoral or illegal purposes. GSDG shall not allow, suffer, or permit or allow any person or entity to use the Park for any purpose, business, activity, use, function, or object to which Boise City objects in writing. The GSDG shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

ARTICLE IV – DUTIES OF LICENSEE

4.1 Duties. In exchange for the privilege of obtaining this non-exclusive, revocable license, GSDG shall:

a. Conduct all activities in a safe and law-abiding manner.

b. Follow all applicable laws, statutes, ordinances, rules, and regulations.

c. Provide daily and continuous clean-up of all debris or litter in the area used and immediately adjacent that GSDG’s employees, servants, agents, business invitees, patrons, or guests cause or create.

d. Pay for all damages to the Park caused directly or proximately by GSDG’s business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had GSDG’s business not operated at the Park.

e. At the termination of this Agreement, either by natural expiration or default as provided, return the area of use to its original condition, except for normal wear and tear.

4.2 No Assignment. GSDG shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Boise City.

4.3 Limitations. This Agreement shall apply to and be binding upon GSDG only to the extent GSDG’s organization operates within the confines of Ann Morrison Park and pursuant to the terms of this Agreement.
4.4 Default and Cancellation. If GSDG is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the State of Idaho, or applicable Boise City ordinance, rule, or regulation and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, after five (5) days of written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of GSDG hereunder shall be terminated.

4.5 Code of Conduct. In order to ensure a professional and respectful relationship with the general public, Boise City requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type and example of unacceptable conduct, the following non-exhaustive list provides examples of behavior that may, at the sole discretion of Boise City, result in termination of this Agreement:

a. Harm or threat of harm to Boise City employee or property, or member of the public regardless of location.

b. Physical violence against persons or property.

c. Sabotage of Boise City property or processes.

d. Theft or unauthorized removal or possession of Boise City's property or another person's property from Boise City premises.

e. Speech or conduct with the public that violates commonly accepted standards and that, under the present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.

f. Making malicious, vindictive, false, or harmful statements about others or engaging in verbal abuse, altercations, or outbursts.

g. Any conduct that obstructs, disrupts, or interferes with Boise City business, service, work environment, or administrative functions, including Boise City sponsored events.

h. Untruthfulness related to use of the license which could hinder or jeopardize Boise City's interests.

i. Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on Boise City property or at Boise City sponsored events, including the use of
alcohol, drugs, or controlled substances while working under the terms of this Agreement.

4.6 Criminal History. GSDG shall not employ to work under the terms of this Agreement any employee, servant, or agent, or volunteer on or at any park, field, court, or facility, which is owned managed, or operated by Boise City, who:

a. Has been convicted of a crime listed in Idaho Code § 18-8304 (or similar law from any other state or territory) or;

b. Is required to register under Idaho’s Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar law from any other state or territory).

GSDG, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, agents, and volunteers for the purpose of determining if either of the disqualifying circumstances exists with regard to any employee, servant, agent, or volunteer. Prior to the planned use of a park, field, court, or facility, the GSDG shall certify that none of its employees, servants, agents, or volunteers has been convicted of any crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) and is not required to register as a sex offender. The GSDG’s employment of any employee, servant, agent, or volunteer on or at any park, field, court, or facility, which is owned, managed, or operated by Parks and Recreation, who is not qualified under this provision, shall result in immediate termination of this Agreement and revocation of the right to use the park, field, court, or facility.

ARTICLE V – INDEMNIFICATION AND INSURANCE

5.1 Indemnification. GSDG shall protect, defend, and hold harmless Boise City and its officials, agents, servants and employees from and against any and all liabilities, losses, suits, claims, judgments, fines, costs, awards, or demands arising by reason of injury or death or any person or by reason of damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of the acts or omissions of GSDG or its officers, agents, employees, contractors, subContractors, or invitees incident to the license granted by this Agreement and/or arising out of the use or occupancy of Ann Morrison Park, regardless of where injury, death, or damage may occur. The provision of this Section 5.1 shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination, or forfeiture of this Agreement or of the license granted by this Agreement.
5.2 Liability Insurance. GSDG shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers Liability Insurance in the form of a certificate of insurance issued on behalf of Boise City, naming Boise City as an additional insured on all policies, as applicable, for the following minimum limits and coverage:

Commercial General Liability Insurance in the following amounts:
- General Aggregate $2,000,000
- Product/Completed Operations Aggregate $2,000,000
- Personal & Advertising Injury Liability $1,000,000
- Per Occurrence $1,000,000
- Fire Legal Liability $50,000

Workers Compensation Insurance - regardless of the number of employees or lack thereof- in the statutory limits as required by the state of Idaho.

Employers Liability Insurance in the following amounts:
- Bodily Injury by Accident $100,000 each accident
- Bodily Injury by Disease $500,000 policy limit
- Bodily Injury by Disease $100,000 each employee

The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Boise City. GSDG shall provide Boise City with a Certificate of Insurance or other proof of insurance evidencing GSDG's compliance with the requirements of this paragraph and file such proof of insurance with Boise City's Risk Manager and Department of Parks and Recreation. In the event the insurance minimums of the Idaho Tort Claims Act are changed to exceed the above-listed amounts, GSDG shall immediately submit proof of compliance with the changed limits. If GSDG fails to provide or maintain said insurance in the amounts listed, even if cured by GSDG at a subsequent date, such shall be deemed an incurable default by GSDG, and Boise City may exercise any rights or remedies for such default that Boise City may have under this License or at law or equity, including, without limitation, the right to terminate this Agreement.

5.3 Other Insurance Coverage. GSDG shall be responsible for obtaining any other type(s) of insurance for the benefit of GSDG, including but not limited to Property Insurance insuring the property owned by GSDG which is used, held, or stored at the park(s). Evidence of all such insurance obtained by GSDG at GSDG's sole discretion shall be furnished to Boise City upon execution of this Agreement.
ARTICLE VI – GENERAL PROVISIONS

6.1 Non-Discrimination. GSDG, in its use of the license herein granted, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation, gender identity/expression, religion, national origin or ancestry, familial status, age, or disability. Noncompliance with such assurances shall constitute a breach and default of this Agreement, and in the event of such breach and default, Boise City, at its sole discretion, may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

6.2 Compliance with Laws. In performing the scope of services required hereunder, GSDG shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the state of Idaho, workers' compensation insurance, and collection and payment of all sales and use taxes. Boise City hereby requires GSDG to show proof of workers' compensation insurance and proof of compliance with any applicable statute, ordinance, or regulation with which GSDG is required to comply. Except: GSDG shall not be responsible for any capital or structural improvements necessary for the Park or buildings and facilities maintained and operated by Boise City to comply with federal, state, and local laws.

6.3 Applicable Law. This Agreement shall be governed by, construed by, and enforced in accordance with the laws of the state of Idaho and the ordinances of Boise City.

6.4 Interpretation. The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it.

6.5 Notices to GSDG. The GSDG’s address for all notices required or set forth in this Agreement shall be as follows, or such other Idaho address as GSDG subsequently may designate to Boise City in writing:

Gem State Disc Golfers
Attn: Board of Directors
323 S. Juniper St.
Nampa, ID 83686

6.6 Notices to Boise City. Boise City’s address for all notices required or set forth in this Agreement shall be as follows, or such other Idaho address as Boise City subsequently may designate to GSDG in writing:

City of Boise - Department of Parks and Recreation
6.7 Attorney's Fees. Should any litigation be commenced by either Party to this Agreement against the other Party, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction, in addition to any other relief as may be granted. This Section shall be deemed a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

6.8 Independent Parties. GSDG is and shall at all times be considered as an independent permittee and neither GSDG, nor any officer, employee, or agent of GSDG will be deemed an employee of Boise City.

a. The Parties intend that this Agreement only creates an independent License (Licensor- Licensee) relationship. GSDG shall complete the services agreed upon herein according to its own means and methods, which shall be in the exclusive control of GSDG, not be subject to the control or supervision of Boise City, except as expressly provided herein. The Parties agree that this Agreement does not entitle GSDG or its employees or agents (if any) to workers' compensation benefits, unemployment compensation benefits, or any other benefits or protections that may accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of GSDG and/or its employees or agents.

b. GSDG is not required to perform its services exclusively for Boise City. GSDG, its employees, and/or its agents shall be responsible for any business registrations or licenses required by any governmental entity. Boise City shall not control, directly or indirectly, the number of hours GSDG, its employees, or its agents perform services under this Agreement. Boise City shall not combine business operations with GSDG.

c. GSDG, its employees, and/or its agents are not, and shall not be considered as, agents or employees of Boise City for any purpose, including that of federal and state taxation. GSDG, its employees, and/or its agents shall not be entitled to any of the benefits that Boise City may provide to its employees. It is understood and agreed that Boise City does not require GSDG to provide services exclusively to Boise City and that Boise City is free to contract to provide services to other entities during the term of this Agreement and the license granted hereby.
6.9 Entire Agreement. This instrument, the Agreement, embodies the complete, total, and whole agreement and understanding of the Parties and supersedes any and all other agreements or understandings. No failure of Boise City to exercise any power or authority given it hereunder, or to insist upon strict compliance by GSDG of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Boise City's right to demand strict compliance with the terms of this Agreement.

6.10 Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together, when fully executed in counterparts by all Parties, shall be deemed a complete original.

6.11 Modification. There shall be no modification of this Agreement, except in writing and executed by all Parties to this Agreement.

6.12 Severability. If any provision of this Agreement, or application thereof, is held invalid or unenforceable, such invalidity shall not affect any other paragraph, provision, term, condition, or application of this Agreement that can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

6.13 No Other Changes. All other terms of the original License Agreement for the maintenance and use of the Disc Golf Course located in Ann Morrison Park, approved by the Boise City Council May 12, 2015 as Resolution #RES-202-15 (Exhibit A) and any previously executed amendments or renewals, as modified by the terms hereof, remain in full force and effect.

End of Agreement
[Signatures appear on following page.]
IN WITNESS WHEREOF the parties hereto have subscribed their names the date first written above.

CITY OF BOISE DEPARTMENT OF PARKS AND RECREATION
Boise City

By: ___________________________ 1-17-20
Doug Holloway, Director
Department of Parks and Recreation

By: ___________________________
Boise Parks and Recreation Commission

GEM STATE DISC GOLFERS
GSDG

By: ___________________________
Steve Loyd
President, Gem State Disc Golfers

By: ___________________________
2-20-20

STATE OF IDAHO } 
} ss.
County of Ada } ss.

On this 16 day of January, 2020, before me, a notary public, personally appeared Steve Loyd, known or identified to me to be president of the Gem State Disc Golfers, who executed the within instrument on behalf of themselves and the business.

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

CHLOE BALLABANKS
COMMISSION #69996
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/22/2023

Chloe Ballanks
Notary Public for Idaho
Commission Expires 5/22/2023
TO: Mayor and Council
FROM: Kelley Fleming, Legal
NUMBER: RES-87-20
DATE: February 25, 2020
SUBJECT: Open Access Agreement with Garden City Library

BACKGROUND:

As an Open Access member of the LYNX! Consortium, the Boise Public Library participates in cooperative borrowing and courier service with other Open Access member libraries throughout the Treasure Valley, including the Garden City Library. Member participation in the Consortium is governed by the 2016 Agreement for LYNX! Consortium Services (“Consortium Agreement”). The Consortium Agreement requires an Open Access member library to compensate another Open Access member library when lending services provided to residents of the former exceeds 10% of circulation at the latter on an earlier annual basis. Based upon usage that occurred January 1, 2017 through December 31, 2017, circulation from Boise City residents at the Garden City Library well exceeded the 10% threshold for the 2019 period compensatory period. In conformance with the compensatory procedures of the Consortium Agreement, Boise City and Garden City library personnel have determined that payment of $55,000 plus provision of access to Boise City’s Overdrive e-book subscription service constitutes appropriate compensation for 2019.

In addition, staff have determined that future compensation required of Boise City under the Consortium Agreement shall begin at the same amount plus a 1% increase for each year that the Open Access Agreement is renewed. This future compensatory obligation is subject to both appropriation and the Boise Public Library’s receipt of a 1% increase in its Maintenance and Operations Budget.

The compensation described above is set forth in the attached Open Access Agreement, which was approved by the Garden City Library Board of Trustees at their regular meeting of February 12, 2020, by the Boise Public Library Board of Trustees at their regular meeting of February 13, 2020, and by the Garden City Council at their regular meeting of February 24, 2020.
CITY OF BOISE

FINANCIAL IMPACT:

$55,000

ATTACHMENTS:

- Open Access Agreement_Garden City (PDF)
BY THE COUNCIL
BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING THE OPEN ACCESS COMPENSATION AGREEMENT BETWEEN THE CITY OF BOISE CITY (LIBRARY) AND GARDEN CITY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Open Access Agreement between the city of Boise City and the city of Garden City, 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 Open Access Compensation 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.
OPEN ACCESS COMPENSATION AGREEMENT
Between Garden City and Boise City

This Open Access Compensation Agreement ("Open Access Agreement") is made and effective on the date of final mutual execution ("Effective Date") by and between the City of Garden City ("Garden City"), an Idaho municipal corporation, and the city of Boise City ("Boise City"), an Idaho municipal corporation (collectively "the Parties").

WHEREAS, Garden City and Boise City have each established a public library for use by their respective residents pursuant to Idaho Code § 33-2603; and

WHEREAS, the Parties, in conjunction with several other libraries in southern Idaho, executed an Agreement for LYNX! Consortium Services dated March 29, 2016 (the "LYNX! Agreement") for the purpose of providing greater library services to their residents through cost and resource sharing between participating libraries; and

WHEREAS, the Parties are both Open Access members of the LYNX! Consortium as described in the LYNX! Agreement; and

WHEREAS, the LYNX! Agreement, at Appendix B therein, establishes the procedure through which an Open Access member library that provides a certain percentage of lending services to borrowers of another Open Access member library may be compensated by the latter library; and

WHEREAS, Boise City and Garden City wish to establish a compensatory formula between themselves to be applicable when Garden City is due open access compensation from Boise City pursuant to Appendix B of the LYNX! Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

I. In conformance with the obligations, duties and responsibilities of their open access membership in the LYNX! Consortium as set forth in the LYNX! Agreement, the Parties agree:

A. Compensation:

The LYNX! Agreement Revised Open Access Compensation Procedure, at Appendix B therein, shall be used to determine if Boise City is required to compensate Garden City on an annual basis. If compensation is required, Boise City will compensate Garden City, and Garden City will accept as full and sufficient compensation for the service, a base payment of $55,000 (fifty-five thousand dollars) in 2019 (for usage that occurred January 1, 2017 through December 31, 2017). In addition, in-kind compensation in the form of access to Overdrive service subscription shall be granted to Garden City.
Public Library patrons provided Boise Public Library is subscribed to the service and is permitted to provide the access pursuant to its agreement with Overdrive.

During the term of this Agreement, including any renewal terms, if the Boise Public Library receives a one percent (1%) increase in its Maintenance and Operations Budget, then, for every future year compensation is required under Appendix B of the LYNXI Agreement, a one percent (1%) increase of the then existing base compensation for the service, plus continued in-kind compensation in the form of access to Overdrive service subscription subject to the above noted conditions, shall be added as full and sufficient compensation (subjecting the then existing compensation base to a one percent (1%) multiplier).

B. Term of Agreement:

This Open Access Agreement shall become effective on the date of the last signature set forth below, and shall remain in effect through September 30, 2020.

This Open Access Agreement shall automatically renew for successive one (1) year periods hereafter unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then current term.

Either party may terminate this Open Access Agreement in the event of material breach upon provision of at least thirty (30) days’ notice to the other party. In addition, if sufficient funds are not appropriated or allocated for payment under this Open Access Agreement for any current or future fiscal period, then Boise City, at its option, may terminate the Open Access Agreement on the last day of any calendar month upon thirty (30) days prior written notice to Garden City, without future obligations, liabilities, or penalties to Garden City, except for amounts due up to the time of termination. In addition, Boise City shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Open Access Agreement for the next fiscal year.

II. The LYNXI Agreement shall remain in full force and effect and to the extent it may be construed to be contradictory to this Open Access Agreement, the terms and conditions of the LYNXI Agreement shall control.

III. This Open Access Agreement shall be in full force and effect as of the Effective Date and only upon approval of the Library Board of Trustees for each city and City Council for each party and upon execution by the Mayor for each party with attestation as provided.

Open Access Agreement – Page 2 of 4
IV. This Open Access Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement. Facsimile signatures and e-mailed PDF copies of original signatures shall be deemed original signatures for purposes of this Open Access Agreement.

IN WITNESS WHEREOF, the Parties have executed this Open Access Agreement as of the date first above written.

Approved by action of the Boise Public Library Board of Trustees, and sent with a recommendation for approval to the Boise City Council on _____________, 20__.

BOISE PUBLIC LIBRARY by

____________________________
Margo Healy, President
Board of Trustees

ADOPTED by the Council of the City of Boise City, Idaho this ___ day of ____________, 20__.

APPROVED by the Mayor

____________________________
Lauren McClean, Mayor of Boise City

ATTEND:

____________________________
City Clerk

Open Access Agreement – Page 3 of 4
Approved by action of the Garden City Public Library Board of Trustees, and sent with a recommendation for approval to the Garden City Council on 12 Feb, 2020.

GARDEN CITY PUBLIC LIBRARY by

Kate Souza, Chair
Board of Trustees

ADOPTED by the Council of the city of Garden City, Idaho this 24th day of February, 2020.

APPROVED by the Mayor

John Evans, Mayor of Garden City

ATTEST:

City Clerk

Open Access Agreement – Page 4 of 4
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-88-20
DATE: February 26, 2020
SUBJECT: FB 20-193: Geothermal Materials and Supplies: PW: Consolidated Supply NTE $100,000.00

BACKGROUND:

The Public Works Department solicited proposals to purchase miscellaneous Geothermal Materials and Supplies to perform repairs and upgrades on the geothermal system.

Low bid was based on estimated quantities, the contract reflects the allotted budget amount for Geothermal Materials and Supplies of $100,000.00, as needed and only as directed by the City.

BID RESULTS:

The proposals were opened February 12, 2020, at 2:00 p.m. local time. Twelve (12) companies received plan sets and were entered on the plan holders list. One (1) proposal was received.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid</th>
<th>SLEP</th>
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</thead>
<tbody>
<tr>
<td>Consolidated Supply Company</td>
<td>$91,424.80</td>
<td>Yes, Nampa, ID</td>
</tr>
</tbody>
</table>

Public Works staff reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder, Consolidated Supply Company, 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 20-193 is awarded to the lowest responsive bidder with significant local economic presence, Consolidated Supply Company, not to exceed $100,000.00. Award is subject to compliance requirements.

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

ATTACHMENTS:

- FB 20-193 Contract  (PDF)
- FB 20-193 Specs  (PDF)
- FB 20-193 Consolidated Supply Company-bid  (PDF)
CITY OF BOISE

Resolution NO. RES-88-20

BY THE COUNCIL

BAGEANT, CLEGG , HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-193; GEOTHERMAL MATERIALS AND SUPPLIES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND CONSOLIDATED SUPPLY COMPANY; 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 20-193: Geothermal Materials and Supplies, to the lowest, responsive bidder, Consolidated Supply Company.

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

Section 1. That the Award for FB 20-193: Geothermal Materials and Supplies by and between the city of Boise City and Consolidated Supply Company, 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 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/EQUIPMENT CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 20-193

Project: Geothermal Materials and Supplies
Vendor: Consolidated Supply Company
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 Consolidated Supply Company, 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 Proposal
   - Contract Agreement
   - Specifications
   - Acknowledgements

2. Amount of Contract: In an amount Not to Exceed: $100,000.00

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 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 Public Works Department 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

Consolidated Supply Company  
2016 Madison Ave. N.  
Nampa, ID 83687

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, 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-Ap propriation: 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 One Year from the date of approval by the Owner.

23. 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.

24. 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.

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

26. Acceptance and Final Payment: Upon receipt of notice that the material and/0r
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
FB 20-193

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

Consolidated Supply Company
2016 Madison Ave. N.
Nampa, ID 83687

[Signature] 2/24/20

Date

[Print Name]

ACKNOWLEDGMENT

[State of Idaho ]

County of [Washington]

On the 24th day of February 2020, before me, the undersigned Notary Public, personally appeared [Print Name], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

[Notary Public for Idaho]

Residing at [Beaverton],
Commission Expires: [August 11, 2020]

[Official Stamp]

SHELLEY R KELLY
NOTARY PUBLIC-OREGON
COMMISSION NO. 953320
MY COMMISSION EXPIRES AUGUST 11, 2020

(SEAL)
CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Oregon
COUNTY OF Washington

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.

Consolidated Supply Co
(Contractor Name)
2016 Madison Ave. N
(Address)
Nampa, ID 83686
(City and State)

Signature

Subscribed and sworn to before me the 24th day of February 2020.

Shelley R. Kelly
(Notary Public)

Commission Expires: August 11, 2020
FB 20-193

APPROVED AS TO FORM AND CONTENT:

[Signature] 2/25/2020
Department
Date

[Signature] 2/25/2020
Purchasing Agent
Date

[Signature] 2/24/2020
Legal Department
Date

CITY OF BOISE

APPROVED BY:

[Signature] Date
Mayor

ATTEST:  CONTRACT AMOUNT:

[Signature] NTE $100,000.00
City Clerk
Date
FB 20-193
Geothermal Materials and Supplies

Addenda
1. _____________
2. _____________
3. _____________
4. _____________
5. _____________
# FB 20-193
Geothermal Materials and Supplies

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Attachment: FB 20-193 Specs (RES-88-20 : FB 20-193: Geothermal Materials and Supplies: PW: Consolidated Supply NTE $100,000.00)
FB 20-193
Geothermal Materials and Supplies
INVITATION TO BID

January 22, 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: Geothermal Materials and Supplies

The City of Boise will provide installation. This product is to be used to set the standard for quality & warranty and is not intended to limit competition (all bids for product that meets this minimum standard will be considered). Equal requests will only be accepted prior to February 5, 2020 at noon.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(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:

<table>
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<tr>
<th>“Equal or Equivalent” Requests Due</th>
<th>February 5, 2020, at noon Local Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions &amp; Clarification Due</td>
<td>February 7, 2020, at noon Local Time</td>
</tr>
<tr>
<td>Bids Due</td>
<td>February 12, 2020, at 2:00 PM Local Time</td>
</tr>
</tbody>
</table>

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 20-193
Geothermal Materials and Supplies

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 20-193 Geothermal Materials and Supplies

• 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.

• Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

• Additional sheets may be included if more room is needed for technical information, answers, and explanations.
FB 20-193
Geothermal Materials and Supplies

GENERAL CONDITIONS

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 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
FB 20-193
Geothermal Materials and Supplies

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 pricing.

1.6 Request for Clarification, Protest of Bid Requirements, Standards, Specifications, or Process
Any Bidder who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for 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>Questions and Clarifications</td>
<td>February 7th at Noon local time</td>
</tr>
<tr>
<td>Bid/Proposal Specification Protest request:</td>
<td>Should be submitted no later than three (3) working days prior to Bid opening date, noon 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 Response.

1.8 Modification and Withdrawal of Bid
A Bid 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/Proposal. Women owned and minority owned firms are encouraged to submit a Bid/Proposal. The City actively encourages any Bids/Proposals 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 Boise 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/reciprocity](https://www.naspo.org/reciprocity)

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 proposer. 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/proposal 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 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 20-193
Geothermal Materials and Supplies

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 Equipment
The vendor shall deliver the product (FOB Destination) to the City of Boise, Utility Maintenance, 2800 S Liberty Street, Boise, Idaho 83709.

If it is determined by the Owner that the equipment does not meet the minimum specifications or that it has damage, etc., the Vendor will pick up the item within 96 hours and make the necessary corrections at the Vendor’s expense. Payment will not be made until corrective action is made, the equipment re-inspected and accepted by the Manager. It will be the responsibility of the Vendor to transport the equipment, make necessary repairs or corrections, and redeliver for re-inspection and acceptance.
1.20 Guarantee
The Vendor supplying shall guarantee their product to meet the specifications set forth herein. If the Owner finds that the product delivered does not conform to these specifications, the Vendor will be required, at its expense, to make appropriate price adjustments and to furnish product meeting specifications.

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/Proposal deemed most advantageous to the interest of the citizens of Boise.
The City of Boise Public Works Department oversees the operation of a geothermal heating district that provides direct-use heat to buildings of downtown Boise, Idaho. This is the largest geothermal system in the country heating approximately 90 buildings equating to over 6 million square feet. Geothermal water is primarily used for building heat, but is also used year-round for water heating, pool heating, laundry facility heating and other similar uses.

The geothermal system is a two-pipe, direct bury, closed loop system. 177°F supply water is pumped from the geothermal aquifer to buildings downtown at pressures ranging from 50-70 psi. After buildings remove heat from the water, the water is collected and piped to an injection well at temperatures ranging between 90°F to 170°F at pressures at 30-40 psi.

The geothermal system is comprised of Transite Pipe, Fiberglass, PEX, Steel, Polyethylene, and HDPE. Pipe sizes range from 1” to 18”. Supply-lines are typically insulated, and collection lines are not insulated.

This bid is intended to purchase materials and supplies to perform repairs and upgrades on the geothermal system.
These specifications are given as guidelines. Vendors 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 February 5th, 2020 at noon.

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 or proposal:**
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 20-193 Geothermal Materials and Supplies.** 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>
<td></td>
</tr>
</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>
<td></td>
</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>
<tr>
<td></td>
</tr>
</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: ____________________________
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>
<td>By: ____________________________</td>
</tr>
</tbody>
</table>
FB 20-193
Geothermal Materials and Supplies
Return in Sealed Envelope

BID SIGNATURE PAGE

Name of Business

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.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

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___________

Page 13
## Project Name: Geothermal System Upgrades

### Project No.: GEO 208

<table>
<thead>
<tr>
<th>SPEC PAYMENT REF.</th>
<th>ITEM</th>
<th>APPROX. QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE BID</th>
<th>AMOUNT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18&quot;X40' SDR-11 HIGH TEMP, PLATINUM STRIPE 1800 PE-RT HDPE PIPE</td>
<td>120 FT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>18&quot;X14&quot; HDPE SDR-11 IPS CONCENTRIC REDUCER, PEXPE, PE-RT HIGH TEMP</td>
<td>2 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>18&quot; SDR11 IPS HDPE 90 DEG FAB ELBOW, PE-RT HIGH TEMP</td>
<td>1 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>14&quot;X40' SDR-11 HIGH TEMP, PLATINUM STRIPE 1800 PE-RT HDPE PIPE</td>
<td>160 FT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>14&quot;X12&quot; HDPE SDR-11 IPS CONCENTRIC REDUCER, PEXPE, PE-RT HIGH TEMP</td>
<td>1 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>14&quot;X10&quot; HDPE SDR-11 IPS CONCENTRIC REDUCER, PEXPE, PE-RT HIGH TEMP</td>
<td>1 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>14&quot; HYMAX FLANGE ADAPTER (15.00 - 17.01)</td>
<td>4 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>14&quot; SDR11 HDPE IPS DI BACKING RING 160 PSI</td>
<td>6 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>14&quot; SDR-11 IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP</td>
<td>4 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>14&quot; SDR-11 IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP, BEVELED FOR VALVES</td>
<td>2 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>14&quot;X1/8&quot; 150LB EPDM FF FLG GASKET</td>
<td>8 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>14&quot; SDR11 IPS HDPE 90 DEG FAB ELBOW, PE-RT HIGH TEMP</td>
<td>1 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>12&quot; SDR11 IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP</td>
<td>5 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>12&quot; SDR-11 IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP, BEVELED FOR VALVES</td>
<td>4 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>12&quot; IPS DI HDPE BACKING RING FOR SDR11</td>
<td>9 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>12&quot; HYMAX FLANGE COUPLING ADAPTER, 13.15&quot; - 14.41&quot; RANGE</td>
<td>5 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>12&quot;X1/8&quot; EPDM FULL FACE FLANGE GASKET NEW STK 150 LB</td>
<td>13 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>12&quot;X40' SDR-11 HIGH TEMP, PLATINUM STRIPE 1800 PE-RT HDPE PIPE</td>
<td>80 FT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>12/X500' BLUE SOLID THHN TRACER WIRE</td>
<td>1 ROLL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>10&quot;X40' SDR-11 HDPE, PLATINUM STRIPE 1800 SERIES PE-RT PIPE FOR &quot;HIGH TEMPERATURE&quot;</td>
<td>40 FT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>10&quot; SDR-11 IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP</td>
<td>3 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>10&quot; SDR-11 IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP, BEVELED FOR VALVE</td>
<td>2 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>10&quot; IPS DI HDPE BACKING RING FOR SDR11</td>
<td>5 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>10&quot; HYMAX FLANGE ADAPTER</td>
<td>3 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>10&quot;X1/8&quot; EPDM FULL FACE FLANGE GSKT 150 LB</td>
<td>7 EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>8&quot;X40' SDR-11 HDPE, PLATINUM STRIPE 1800 SERIES PE-RT PIPE FOR &quot;HIGH TEMPERATURE&quot;</td>
<td>80 FT.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The City reserves the right to adjust the quantity to best suit its needs and budget.*

---

Attachment: FB 20-193 Specs (RES-88-20 : FB 20-193: Geothermal Materials and Supplies: PW: Consolidated Supply NTE $100,000.00)
**BOISE CITY PUBLIC WORKS**

**PROJECT NAME:** GEOTHERMAL SYSTEM UPGRADES

**PROJ NO:** GEO 208

**F/B No. 20-193**

<table>
<thead>
<tr>
<th>SPEC PAYMENT REF.</th>
<th>ITEM</th>
<th>APPROX *QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE BID</th>
<th>AMOUNT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>6&quot; SDR11 IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP, BEVELED FOR VALVES</td>
<td>4</td>
<td>EA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>6&quot; SDR 11 IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP</td>
<td>4</td>
<td>EA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>6&quot; IPS DI HDPE BACKING RING FOR SDR 11</td>
<td>8</td>
<td>EA.</td>
<td></td>
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</tr>
<tr>
<td>30</td>
<td>6&quot; HYMAX FLANGE ADAPTER</td>
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<td>EA.</td>
<td></td>
<td></td>
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<tr>
<td>31</td>
<td>6&quot;X1/8&quot; EPDM FULL FACE FLANGE GSKT 150 LB</td>
<td>12</td>
<td>EA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>1&quot;x12' 316SS ALL THREAD ROD</td>
<td>84</td>
<td>FT.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>1&quot; 316SS HVY HEX NUT</td>
<td>120</td>
<td>EA.</td>
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<tr>
<td>34</td>
<td>1&quot; 316SS FLAT WASHER</td>
<td>120</td>
<td>EA.</td>
<td></td>
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<tr>
<td>35</td>
<td>7/8&quot;X12' 316SS STAINLESS ALL THREAD ROD</td>
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<tr>
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<td>7/8&quot; 316 SS HEX NUT</td>
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<td>EA.</td>
<td></td>
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<tr>
<td>37</td>
<td>7/8&quot; 316 SS FLAT WASHER</td>
<td>264</td>
<td>EA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>3/4&quot;X12' 316 SS ALL THREAD ROD</td>
<td>108</td>
<td>FT.</td>
<td></td>
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<tr>
<td>39</td>
<td>3/4&quot; 316SS NUT</td>
<td>144</td>
<td>EA.</td>
<td></td>
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<tr>
<td>40</td>
<td>3/4&quot; 316SS FLAT WASHER</td>
<td>144</td>
<td>EA.</td>
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<td>41</td>
<td>KING NO 6T TAN WATERPROOF WIRE CONNECTOR</td>
<td>5</td>
<td>EA.</td>
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<tr>
<td>42</td>
<td>3&quot;X1000' BLUE DETECTABLE MARKED &quot;CAUTION GEOTHERMAL PIPELINE BURIED BELOW&quot;</td>
<td>1</td>
<td>EA.</td>
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<tr>
<td>43</td>
<td>CENTRAL PLASTICS ELECTROFUSION FLEX RESTRAINT 6&quot; - 63&quot;</td>
<td>8</td>
<td>EA.</td>
<td></td>
<td></td>
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<tr>
<td>44</td>
<td>18&quot; SDRAA IPS HDPE FLANGE ADAPTER PE-RT, HIGH TEMP</td>
<td>2</td>
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<tr>
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<td>1-1/8&quot; SS 316 FLAT WASHER</td>
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<td>18&quot; X 1/8&quot; EPDM FULL FACE GASKET</td>
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</table>

Total bid price to include all permit fees, sales, consumer use, and other similar taxes required by law in the place where the work is performed.

*The City reserves the right to adjust the quantity to best suit its needs and budget.

**Subtotal - All Items Combined**

**GRAND TOTAL - All Items Combined**

**Packet Pg. 698**

*Attachment: FB 20-193 Specs (RES-88-20 : FB 20-193: Geothermal Materials and Supplies: PW: Consolidated Supply NTE $100,000.00)*
FB 20-193
Geothermal Materials and Supplies
Return in Sealed Envelope
DELIVERY INFORMATION

List any risks associated with the on-time delivery of this project.

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Company History as it pertains to your ability to perform the specified project (attach additional information if necessary).

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________
**FB 20-193**  
**Geothermal Materials and Supplies**  
**Return in Sealed Envelope**  
**BID SIGNATURE PAGE**

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>CONSOLIDATED SUPPLY COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2016 MADISON AVE N.</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Nampa ID 83687</td>
</tr>
<tr>
<td>Phone#</td>
<td>208-463-9909</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td>J.R. <a href="mailto:RUTKE@CONSOLIDATEDSUPPLY.COM">RUTKE@CONSOLIDATEDSUPPLY.COM</a></td>
</tr>
<tr>
<td>Signature</td>
<td>X</td>
</tr>
<tr>
<td>Printed Name</td>
<td>J.R. RUTKE</td>
</tr>
<tr>
<td>Title</td>
<td>BRANCH MANAGER</td>
</tr>
<tr>
<td>E-Mail</td>
<td>J.R. <a href="mailto:RUTKE@CONSOLIDATEDSUPPLY.COM">RUTKE@CONSOLIDATEDSUPPLY.COM</a></td>
</tr>
<tr>
<td>Date</td>
<td>2/17/2020</td>
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</table>

**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.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

**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
<table>
<thead>
<tr>
<th>SPEC PAYMENT REF.</th>
<th>ITEM</th>
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<th>AMOUNT BID</th>
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<tr>
<td>1</td>
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*The City reserves the right to adjust the quantity to best suit its needs and budget.*
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<td>EA.</td>
<td>4,800.00</td>
<td>4,800.00</td>
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</tbody>
</table>

Total bid price to include all permit fees, sales, consumer use, and other similar taxes required by law in the place where the work is performed.

Subtotal - All Items Combined: $14,376.80

GRAND TOTAL - ALL ITEMS COMBINED: $14,376.80
List any risks associated with the on-time delivery of this project.

| No Risk |

Company History as it pertains to your ability to perform the specified project (attach additional information if necessary).

| Have been the main supplier of PE-RT HPDE pipe and fittings in the valley. |
TO: Mayor and Council
FROM: James Smith, Legal
NUMBER: RES-89-20
DATE: February 26, 2020
SUBJECT: Boise Gateway Development Agreement - Estoppel and Consent to Assignment

BACKGROUND:

In August 2019, the City and the Boyer company entered a Development Agreement and a Ground Lease for the first phase of Boyer’s development in the Boise Gateway Industrial Park. As contemplated in those contracts, Boyer may obtain loan financing for development and may assign to the lender a security interest in the Development Agreement and the Ground Lease, with the City to provide its consent and customary “estoppel” certificates about the basic circumstances of the contracts.

This resolution approves the (1) Ground Lessor’s Estoppel and Agreement and (2) Consent to Assignment and Estoppel Agreement, which gives the City’s consent to the Assignment of Development Agreement between Boyer and the lender (also attached to this resolution). This will allow Boyer and the lender to move forward with financing. City staff recommends approval.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Ground Lessor Estoppel and Agreement  (PDF)
- Assignment of Development Agreement  (PDF)
- Consent to Assignment and Estoppel Agreement  (PDF)
Resolution NO. RES-89-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING A GROUND LESSOR’S ESTOPPEL AND AGREEMENT, BETWEEN THE CITY OF BOISE CITY AND ZIONS BANCORPORATION, N.A., DBA ZIONS FIRST NATIONAL BANK, AND A CONSENT TO ASSIGNMENT AND ESTOPPEL AGREEMENT, BETWEEN THE CITY OF BOISE CITY AND ZIONS BANCORPORATION, N.A., DBA ZIONS FIRST NATIONAL BANK; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Ground Lessor’s Estoppel and Agreement, between the city of Boise City and Zions Bancorporation, N.A, dba Zions First National Bank, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Consent to Assignment and Estoppel Agreement, between the city of Boise City and Zions Bancorporation, N.A, dba Zions First National Bank, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 3. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreements for and on behalf of the city of Boise City.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
GROUND LESSOR’S ESTOPPEL AND AGREEMENT

THIS GROUND LESSOR’S ESTOPPEL CERTIFICATE AND AGREEMENT (this “Agreement”) is executed as of March ____, 2020, by the CITY OF BOISE CITY, IDAHO, a municipal corporation (“Landlord”) for the benefit of ZIONS BANCORPORATION, N.A., dba Zions First National bank (the “Lender”) with respect to certain real property in Ada County, Idaho described on Exhibit A attached hereto (the “Property”).

A. Landlord and BOISE GATEWAY 1, L.C., a Utah limited liability company (“Borrower”), as tenant, have entered into that certain Ground Lease Agreement dated as of August 23, 2019 (the “Ground Lease”) whereby Landlord has leased the Property to Borrower on terms and conditions more fully described therein.

B. Borrower has requested that Lender provide a construction loan in the maximum principal amount of TEN MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($10,775,000.00) (the “Loan”) to fund the construction of an approximately 167,820 square foot industrial building (together with other related improvements, as approved by Lender in its sole discretion, the “Improvements”).

C. The Loan will be secured by, inter alia, a Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the “Deed of Trust”) executed by Borrower, as trustor, for the benefit of Lender, as beneficiary, which will be a first priority lien on Borrower’s leasehold interest in the Property.

D. Section 20 of the Ground Lease provides that Landlord shall, upon written request of any mortgagee of the Property, promptly deliver a written instrument certifying certain facts with respect to the Property. As such, Lender has requested that Landlord execute and deliver this Agreement.

NOW, THEREFORE, Landlord certifies to Lender as follows:
1. **ESTOPPEL.** Landlord acknowledges and represents that, as of the date hereof:

1.1 **Qualified Pledgee.** Lender qualifies as a “Qualified Pledgee” under Section 11(c) of the Ground Lease and shall have all the rights given to a Qualified Pledgee under the Ground Lease.

1.2 **No Default.** As of the date hereof: (i) there exists no breach, default or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Ground Lease; and (ii) there are no existing claims, defenses or offsets against Borrower under the Ground Lease.

1.3 **Ground Lease Effective.** The Ground Lease has been duly executed and delivered, and, subject to the terms and conditions thereof, the Ground Lease is in full force and effect, the obligations of Landlord thereunder are valid and binding and there have been no modifications or additions to the Ground Lease, written or oral, apart from the First Amendment to Ground Lease Agreement, dated November 19, 2019.

1.4 **Plans and Specifications.** All plans and specifications existing as of the date hereof and describing the Improvements proposed to be constructed on the Property have been approved by or on behalf of Lessor.

1.5 **Improvements.** Any Improvements constructed upon the Property as of the date hereof have been constructed pursuant to and in compliance with the Ground Lease.

1.6 **Approved Purpose.** Borrower’s intended use for the property, including the construction of an approximately 167,820 square foot industrial building, is permissible under the Ground Lease.

1.7 **Base Monthly Rent.** During the term of the Ground Lease, Borrower is obligated to make rental payments in the amount of 12.5% per month of the Net Operating Revenue (as defined in the Ground Lease).

1.8 **No Litigation.** No litigation has been commenced, threatened or is now pending against Landlord or, to the best of Landlord’s knowledge, against Borrower on account of their respective interests in the Property.

1.9 **No Liens.** As of the date of this Agreement, there is no mortgage lien or similar encumbrance on the fee interest in the Property.

2. **RECOGNITION OF LOAN.** Landlord is aware that Lender plans to extend the Loan to Borrower to finance some of the costs of the construction of the Improvements on the Property, which Loan is evidenced by a Promissory Note in the amount of the Loan and secured by the Deed of Trust and by other loan documents.

3. **NOTICES.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed,
upon the first to occur of receipt or the expiration of three (3) days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Landlord or Lender appearing below

Lender: Zions Bancorporation, N.A., dba Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 400
Salt Lake City, Utah 84133
Attn: Flyn J. Dawson

with a copy to: Snell & Wilmer L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attn: James H. Jones, Esq.

Landlord: Boise City
P.O. Box 500, 150 N. Capitol Blvd.
Boise, Idaho 83701
Attn: Sean Keithly, Deputy Director, Economic Development

with a copy to: Boise City
P.O. Box 500, 150 N. Capitol Blvd.
Boise, Idaho 83701
Attn: James Smith, Deputy City Attorney

4. **LENDER’S RELIANCE.** Landlord makes this certification to Lender knowing that Lender will rely upon the contents hereof in extending the Loan to Borrower.

5. **MISCELLANEOUS.**

5.1 If any term, covenant, condition or agreement contained in this Agreement or the application thereof to any person, firm or entity shall at any time or to any extent be deemed or found to be invalid or unenforceable by operation of law, judicial proceedings, or otherwise, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or entities or to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant, condition or provision of this Agreement or the application thereof shall be valid and enforced to the fullest extent permitted by law.

5.2 This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

5.3 This Agreement may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall
constitute but one and the same instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

5.4 This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be modified in any manner whatsoever except by an instrument in writing signed by each of the parties hereto.

5.5 At Lender’s option and at no expense to Landlord, Lender may record this Agreement in the office of the County Recorder for Cache County, State of Utah.

[Signature Pages to Follow]
IN WITNESS WHEREOF, Landlord and Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

LANDLORD:

CITY OF BOISE CITY, IDAHO

By: __________________________
Name: _________________________
Title: __________________________

Attest:

________________________________
________________________________
________________________________

Approved as to Form:

________________________________
________________________________
________________________________
LEGAL DESCRIPTION

A parcel of land located in a portion of Gov't Lot 1 of Section 18, T. 2 N., R. 3 E. and a portion of Gov't Lot 4 of Section 7, T. 2 N., R. 3 E., Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, marked by an aluminum cap monument;
Thence on the north line of said of Gov’t Lot 1 of Section 18, North 89° 43’ 11” East, 25.01 feet to the

POINT OF BEGINNING;
Thence North 00° 14’ 00” East, 47.73 feet, to a point on the southerly right-of-way line of Freight Street;
Thence on said southerly right-of-way line, North 88° 53’ 41” East, 39.74 feet to a point of curvatura;
Thence 297.54 feet on the arc of a curve to the right, having a radius of 1056.00 feet, a central angle of 16° 08’ 38”, and whose long chord bears South 83° 04’ 16” East, 296.56 feet;
Thence South 74° 59’ 57” East, 102.26 feet to a point of curvature;
Thence 84.50 feet on the arc of a curve to the left, having a radius of 317.00 feet, a central angle of 15° 16’ 22”, and whose long chord bears South 82° 38’ 09” East, 84.25 feet;
Thence North 89° 43’ 38” East, 9.30 feet;
Thence South 40° 32’ 11” East, 30.13 feet, to a point common with the westerly right-of-way line of South Eisenman Road;
Thence on said westerly right-of-way line, South 01° 02’ 32” West, 697.02 feet, to a point common with the northerly future public right-of-way line, as shown on record of survey number 9819, as same is recorded as instrument number 114037985, Ada County records;
Thence on said future public right-of-way line, South 25° 14’ 15” West, 7.19 feet;
Thence leaving said future public right-of-way line, North 88° 57’ 28” West, 547.06 feet;
Thence on a line parallel to and 25.00 feet east of the west section of said Section 18, North 01° 19’ 44” East, 741.06 feet to the POINT OF BEGINNING.

The above described parcel contains 9.62 acres, more or less.
ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (the “Assignment”) is entered into as of March ___, 2020, by and between BOISE GATEWAY 1, L.C., a Utah limited liability company (“Assignor”), and ZIONS BANCORPORATION, N.A., dba Zions First National Bank (“Assignee”), and is consented to by the CITY OF BOISE CITY, IDAHO (the “City”), pursuant to that certain Consent attached hereto as Exhibit B.

RECITALS

A. On or about the date hereof, Assignor and Assignee entered into that certain Construction and Term Loan Agreement (“Loan Agreement”) whereby the Assignee agreed to extend to Assignor a loan (“Loan”) evidenced by a Promissory Note of even date herewith, by Assignor and payable to Assignee, in the maximum principal amount of $10,775,000.00 (as amended, modified, extended, and renewed from time to time, the “Note”), to finance the construction of an approximately 167,820 square foot industrial building in Boise, Idaho (the “Project”). The Project is legally described in Exhibit A attached hereto and made a part hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

B. In connection with the Loan and to secure the Note, Assignor has executed and delivered (i) a Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the “Deed of Trust”) made by Assignor to the trustee named therein for the benefit of Assignee and encumbering the Project, and (ii) the other Loan Documents. All instruments, agreements and certificates governing, evidencing, guaranteeing or securing the Loan, as the same may be amended, modified, supplemented, extended, or renewed from time to time, are referred to in this Assignment as the “Loan Documents.”

C. In connection with the Project, Assignor and the City have entered into that certain Development Agreement, dated August 23, 2019 (the “Development Agreement”), whereby, inter alia, Assignor agrees to construct the Project in accordance with the terms and conditions of the Development Agreement.

E. As a condition precedent to the funding of the Loan by Assignee under the Loan Agreement, Assignee has required, as security for the performance of Assignor’s obligations under the Loan Documents, that Assignor execute and deliver to Assignee an assignment of...
Assignor’s interest in the Development Agreement, and that the City consent to said assignment on the terms and conditions contained in the attached Consent.

NOW, THEREFORE, with reference to the foregoing Recitals, all of which are incorporated herein by this reference, and in order to induce Assignee to enter into the Loan Agreement and make the advances thereunder, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment; Security Interest. As additional security for Assignor’s obligations under the Loan Documents and all other obligations of Assignor which are secured by the Deed of Trust in favor of Assignee, Assignor hereby assigns, conveys and transfers to Assignee, and grants to Assignee a first priority security interest in, all of Assignor’s right, title, interest, privileges, benefits and remedies in, to and under the Development Agreement. It is expressly understood and agreed by Assignor and the City, by its execution of the attached Consent, that Assignee does not hereby assume any of Assignor’s obligations or duties concerning the Development Agreement, unless and until Assignee exercises its rights hereunder and under the Development Agreement.

2. Definitions. For purposes of this Assignment, terms which are denoted in this Assignment by the first letter of each word being capitalized, but which are not otherwise defined in this Assignment, shall have the respective meanings assigned to such terms in the Loan Agreement.

3. Actions by Assignee. Assignee shall not exercise its rights under this Assignment until the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement) under the Loan Documents. Upon the occurrence and during the continuance of such an Event of Default, Assignee may, at its option, upon written notice to the City expressly stating its intention to exercise its rights under this Assignment and to satisfy all of Assignor’s obligations under the Development Agreement, exercise any or all of the rights and remedies granted to Assignor under the Development Agreement as if Assignee had been an original party to the Development Agreement. Upon giving such notice expressly stating its intention to exercise its rights under this Assignment and to satisfy all of Assignor’s obligations under the Development Agreement to the City, Assignee shall satisfy all obligations of Assignor under the Development Agreement occurring prior to the time Assignee gives such notice to the City; provided, however, in the event a default by Assignor is not reasonably curable by Assignee within any time limitations or deadlines under the Development Agreement, Assignee shall have such longer period of time as may be reasonably necessary to effect such cure, so long as Assignee promptly cures such defaults and at all times diligently pursues such cure. Any notice given by Assignee to the City under this Assignment shall be given in the same manner and at the same address for the City as set forth in the Development Agreement.

4. Power of Attorney. Upon the occurrence and during the continuation of an Event of Default, Assignee shall have the right (and Assignor hereby irrevocably constitutes and appoints Assignee as its attorney-in-fact, which power is coupled with an interest, to do so) to demand, receive and enforce Assignor’s rights with respect to the Development Agreement, to
give appropriate receipts, releases and satisfactions for and on behalf of Assignor, and to do any and all acts in the name of Assignor in the name of Assignee with the same force and effect as Assignor could do if this Assignment had not been made.

5. Representations, Warranties and Covenants of Assignor. Assignor hereby certifies, represents, warrants and covenants to Assignee as follows:

(a) The Development Agreement is in full force and effect.

(b) Assignor has full title and right to assign its interest in the Development Agreement to Assignee pursuant to this Assignment.

(c) No consent or approval of any person, other than the City, is required for the execution and delivery of this Assignment.

(d) Assignor has delivered to Assignee a true and complete copy of the executed counterpart of the Development Agreement, together with all amendments and modifications thereto.

(e) Except for this Assignment, no other assignment of all or any part of any interest of Assignor in and to the Development Agreement has been made which remains in effect.

(f) There exists no monetary default under the Development Agreement, nor, to the knowledge of Assignor, any non-monetary default or any event or conditions which, with notice or the passage of time or both, would constitute such a monetary or non-monetary default or would result in a breach of the Development Agreement or would give any party thereto the right to terminate the Development Agreement.

(g) No offsets, credits or defenses to the payment or performance of any obligation under the Development Agreement exist.

(h) Assignor shall not assign, transfer or hypothecate (other than to Assignee) the whole or any part of its interest under the Development Agreement.

(i) Assignor shall obtain the prior written consent of Assignee, before entering into any agreement that amends, alters, modifies or terminates the Development Agreement. Assignor shall promptly and timely notify Assignee of any proposed amendment or alteration to the Development Agreement and if Assignor fails to object in writing within thirty (30) business days of such notice, such failure to timely object shall mean that the proposed amendment or alteration to the Development Agreement may be treated as consented to by Assignee. Assignee shall not unreasonably withhold or delay its consent to an amendment or modification of the Development Agreement, so long as Assignor shall have consented to such amendment or modification and as long as such amendment or modification does not materially and adversely affect Assignee’s security for the Loan or the rights and benefits of Assignor under the Development Agreement.
(j) Assignor agrees to perform and comply in all respects with all the terms, conditions, covenants and requirements by it to be performed or observed in this Assignment and the Loan Documents.

6. **Performance by Assignor.** Assignor shall at all times diligently enforce its rights in, under and to the Development Agreement on a commercially reasonable basis, unless otherwise directed by Assignee in writing (which direction shall not be contrary to the express terms of the Development Agreement), and shall, at Assignor’s sole cost and expense, appear in and defend Assignee in any action or proceeding in any way connected with the Development Agreement, and shall pay all reasonable costs and expenses, including, without limitation, attorneys’ fees, which Assignee may incur in connection with such appearance, voluntarily or otherwise, in any such action or proceeding in any way connected with the Development Agreement.

7. **Indemnification by Assignor.** Assignor hereby agrees to pay and protect, defend, and indemnify and hold Assignee harmless from, for and against, any and all claims, demands, liabilities, losses, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys’ fees) to which Assignee may become exposed, or which Assignee may incur, in connection with the Development Agreement exercising its rights under this Assignment, except to the extent arising out of Assignee’s gross negligence, willful misconduct of breach of this Assignment.

8. **Limitation on Liability.** Nothing in this Assignment shall be deemed to be or construed to be an agreement by Assignee to perform any covenant of Assignor under the Development Agreement unless and until it obtains title to the Project by power of sale or judicial foreclosure or deed in lieu thereof or obtains possession of the Project pursuant to the terms of the Deed of Trust or otherwise.

9. **Waiver.** No course of dealing on the part of Assignee and no delay or failure by Assignee to exercise any right which Assignee may have hereunder shall be deemed a waiver thereof or otherwise prejudice any of its respective rights, remedies or powers hereunder unless so agreed in writing by Assignee, and the waiver by Assignee of a default by Assignor hereunder shall not constitute a continuing waiver or any other default or of the same default on any other occasion.

10. **Cumulative Remedies.** The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Assignee may have under the Loan Agreement or the other Loan Documents at law, or otherwise.

11. **Severability.** If any provision of this Assignment shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of any other provisions of this Assignment or of the other Loan Documents.

12. **Amendment.** This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and
signed by the party against whom enforcement of the waiver, amendment, change, modification or discharge is sought.

14. **Successors and Assigns.** This Assignment shall be binding upon Assignee and Assignor and their respective successors and assigns, and shall inure to the benefit of Assignee and its respective successors and assigns.

13. **Termination.** Upon the satisfaction of all obligations of Assignor to Assignee under the Loan Agreement, the Note and the other Loan Documents and the due recordation of the release or reconveyance of all deeds of trust now or hereafter securing said obligations, this Assignment shall automatically terminate. Assignee hereby agrees, upon termination of this Assignment to execute a release of this Assignment and all further documents, if any, necessary or required in order to evidence the termination of this Assignment.


15. **Notices.** All notices given under this Assignment shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section. Service of any notice on any one Assignor shall be effective service on Assignor for all purposes.

To Assignee: Zions Bancorporation, N.A. dba
Zions First National Bank
One South Main Street
Salt Lake City, Utah 84101
Attention: Flyn Dawson

with a copy to: Snell & Wilmer L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: James H. Jones, Esq.
To Assignor  Boise Gateway 1, L.C.
101 South 200 East, Suite 700
Salt Lake City, Utah 84101
Attention: Brian W. Gochnour

with a copy to:  Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Lamont R. Richardson, Esq.

18. Counterpart. This Assignment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but also such counterparts shall together constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank.]
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ASSIGNOR:

BOISE GATEWAY 1, L.C.
a Utah limited liability company

By: THE BOYER COMPANY, L.C.
a Utah limited liability company
its Manager

By: ______________________________
Name: ___________________________
Title: Manager

“Grantor”

State of Utah
ss.

County of ____________

On this ___ day of ________________, in the year 2020, before me __________________, a notary public, personally appeared __________________, an individual, a manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the manager of BOISE GATEWAY 1, L.C., a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal)

_______________________________
Notary Signature
ASSIGNEE:

ZIONS BANCORPORATION, N.A., dba Zions First National Bank

By: ___________________________
Name: Flyn J. Dawson
Title: Senior Vice President

State of Utah

ss.
County of ____________

On this ___ day of ______, in the year 2020, before me _________________________, a notary public, personally appeared FLYN J. DAWSON, an individual, a Senior Vice President of ZIONS BANCORPORATION, N.A., dba Zions First National bank, proved on the basis of satisfactory evidence to be the persons whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal)

____________________________________
Notary Signature
EXHIBIT A

PROPERTY DESCRIPTION

That certain real property located in Ada County, State of Idaho, and more particularly described as follows:

A parcel of land located in a portion of Gov't Lot 1 of Section 18, T. 2 N., R. 3 E. and a portion of Gov't Lot 4 of Section 7, T. 2 N., R. 3 E., Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, marked by an aluminum cap monument;
Thence on the north line of said of Gov't Lot 1 of Section 18, North 89° 43' 11" East, 25.01 feet to the

POINT OF BEGINNING;
Thence North 00° 14' 00" East, 47.73 feet, to a point on the southerly right-of-way line of Freight Street;
Thence on said southerly right-of-way line, North 88° 53' 41" East, 39.74 feet to a point of curvature;
Thence 297.54 feet on the arc of a curve to the right, having a radius of 1056.00 feet, a central angle of 16° 08' 38", and whose long chord bears South 83° 04' 16" East, 296.56 feet;
Thence South 74° 59' 57" East, 102.26 feet to a point of curvature;
Thence 84.50 feet on the arc of a curve to the left, having a radius of 317.00 feet, a central angle of 15° 16' 22", and whose long chord bears South 82° 38' 09" East, 84.25 feet;
Thence North 89° 43' 38" East, 9.30 feet;
Thence South 40° 32' 11" East, 30.13 feet, to a point common with the westerly right-of-way line of South Eisenman Road;
Thence on said westerly right-of-way line, South 01° 02' 32" West, 697.02 feet, to a point common with the northerly future public right-of-way line, as shown on record of survey number 9819, as same is recorded as instrument number 114037985, Ada County records;
Thence on said future public right-of-way line, South 25° 14' 15" West, 7.19 feet;
Thence leaving said future public right-of-way line, North 88° 57' 28" West, 547.06 feet;
Thence on a line parallel to and 25.00 feet east of the west section of said Section 18, North 01° 19' 44" East, 741.06 feet to the POINT OF BEGINNING.

The above described parcel contains 9.62 acres, more or less.
EXHIBIT B

CONSENT TO ASSIGNMENT AND ESTOPPEL AGREEMENT

[See Attached.]
CONSENT TO ASSIGNMENT AND ESTOPPEL AGREEMENT

The undersigned CITY OF BOISE CITY, IDAHO (the “City”) acknowledges to ZIONS BANCORPORATION, N.A., dba Zions First National Bank (“Assignee”), that the City is a party to that certain Development Agreement dated August 23, 2019 (as the same may be amended, modified, supplemented, extended, or renewed from time to time, the “Development Agreement”) with BOISE GATEWAY 1, L.C., a Utah limited liability company (the “Assignor”), and that the Development Agreement has been, or will be, further assigned by Assignor to the Assignee pursuant to an Assignment of Development Agreement of approximately even date herewith (as the same may be amended, modified, supplemented, extended, or renewed from time to time, the “Assignment of Development Agreement”) by and between Assignor and Assignee, and the City hereby consents to such assignment to Assignee. Capitalized terms used herein without definition shall have the meanings given to such terms in the Assignment of Development Agreement.

In connection with the Loan and the assignment of the Development Agreement by Assignor to the Assignee, the City hereby certifies, represents, warrants and covenants to the Assignee that:

1. Representations, Warranties and Covenants of the City. The City hereby agrees to the terms and conditions of the Assignment of Development Agreement and certifies, represents, warrants and covenants to Assignee that:

   (a) There are no other agreements in existence between the City and Assignor relating to the Project, other than the Development Agreement.

   (b) The Development Agreement has not been altered, amended or modified since the date of its original execution, and is presently in full force and effect.

   (c) As of this date, the City and Assignor have each fulfilled all of its duties and obligations under the Development Agreement to be fulfilled as of this date and is not in default under the terms, conditions, covenants and obligations of the Development Agreement. To the best of the City’s actual knowledge, and as of this date, Assignor has fulfilled all of its duties and obligations under the Development Agreement to be fulfilled as of this date and is not in default under the terms, conditions, covenants and obligations of the Development Agreement.

   (d) The City acknowledges and approves the assignment of the Development Agreement to Assignee as security for the Loan.

   (e) During the term of the Loan, the City shall not enter into any agreement with Assignor to modify the Development Agreement or any attachment thereto without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed.

   (f) Whenever the City shall deliver any notice or demand to Assignor with respect to the Development Agreement, the City shall, at the same time, deliver to Assignee a copy of such notice or demand.
(g) In the event of a breach or a default by Assignor under the Loan Documents and the subsequent foreclosure of the Project or acceptance of a deed in lieu thereof by Assignee, Assignee, upon satisfying all of Assignor’s obligations under the Development Agreement shall be entitled to all of the rights and benefits of Assignor under the Development Agreement. It is expressly understood and agreed that Assignee does not hereby assume any of Assignor’s obligations or duties concerning the Development Agreement, unless and until Assignee exercises its rights hereunder and under the Development Agreement.

(h) The City shall take no action to terminate or cancel the Development Agreement for any reason including any breach by Assignor unless and until it shall have given Assignee thirty (30) days prior written notice advising Assignee of the action proposed to be taken and the reasons therefor. During such thirty (30) day period, Assignee may, at its option, and without relieving Assignor of any of its obligations under any Loan Document, the Development Agreement or hereunder, take any actions necessary in order to eliminate the reasons for the proposed action of the City.

(i) The City warrants that this Consent to Assignment and Estoppel Agreement and the Development Agreement each have been duly authorized, are legal and binding upon the City, and are enforceable in accordance with their terms against Development Agreement.

(j) As of the date hereof, Assignor has obtained all required approvals and consents from the City with respect to zoning, qualified student occupancy, permitting and other matters with respect to the current state of the Project.

2. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) Business Days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

To Assignee: Zions Bancorporation, N.A., dba
Zions First National Bank
One South Main Street, Suite 400
Salt Lake City, Utah 84133
Attention: Flyn J. Dawson

with a copy to: Snell & Wilmer L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: James H. Jones, Esq.
To Assignor: Boise Gateway 1, L.C.
101 South 200 East, Suite 700
Salt Lake City, Utah 84101
Attention: Brian W. Gochnour

To City: Boise City
P.O. Box 500, 150 N. Capitol Blvd.
Boise, Idaho 83701
Attention: Sean Keithly, Deputy Director, Economic Development

with a copy to: Boise City
P.O. Box 500, 150 N. Capitol Blvd.
Boise, Idaho 83701
Attention: James Smith, Deputy City Attorney

The terms of this Consent to Assignment and Estoppel Agreement shall supersede and control over any inconsistent provisions in the Development Agreement.

[Remainder of Page Intentionally Left Blank.]
Dated: January ____, 2020.

CITY OF BOISE CITY, IDAHO

By: _______________________
Name: ______________________
Title: ______________________

Attest:

_____________________________
_____________________________
_____________________________

Approved as to Form:

_____________________________
_____________________________
_____________________________

State of ____________ ss.
County of ____________

On this ___ day of ______, in the year 2020, before me
__________________________, a notary public, personally appeared ________________,
an individual, the ________________ of the CITY OF BOISE CITY, IDAHO, proved on the
basis of satisfactory evidence to be the persons whose name is subscribed to in this document,
and acknowledged he executed the same.

(Notary Seal)

_____________________________
Notary Signature
CONSENT TO ASSIGNMENT AND ESTOPPEL AGREEMENT

The undersigned CITY OF BOISE CITY, IDAHO (the “City”) acknowledges to ZIONS BANCORPORATION, N.A., dba Zions First National Bank (“Assignee”), that the City is a party to that certain Development Agreement dated August 23, 2019 (as the same may be amended, modified, supplemented, extended, or renewed from time to time, the “Development Agreement”) with BOISE GATEWAY 1, L.C., a Utah limited liability company (the “Assignor”), and that the Development Agreement has been, or will be, further assigned by Assignor to the Assignee pursuant to an Assignment of Development Agreement of approximately even date herewith (as the same may be amended, modified, supplemented, extended, or renewed from time to time, the “Assignment of Development Agreement”) by and between Assignor and Assignee, and the City hereby consents to such assignment to Assignee. Capitalized terms used herein without definition shall have the meanings given to such terms in the Assignment of Development Agreement.

In connection with the Loan and the assignment of the Development Agreement by Assignor to the Assignee, the City hereby certifies, represents, warrants and covenants to the Assignee that:

1. Representations, Warranties and Covenants of the City. The City hereby agrees to the terms and conditions of the Assignment of Development Agreement and certifies, represents, warrants and covenants to Assignee that:

   (a) There are no other agreements in existence between the City and Assignor relating to the Project, other than the Development Agreement.

   (b) The Development Agreement has not been altered, amended or modified since the date of its original execution, and is presently in full force and effect.

   (c) As of this date, the City and Assignor have each fulfilled all of its duties and obligations under the Development Agreement to be fulfilled as of this date and is not in default under the terms, conditions, covenants and obligations of the Development Agreement. To the best of the City’s actual knowledge, and as of this date, Assignor has fulfilled all of its duties and obligations under the Development Agreement to be fulfilled as of this date and is not in default under the terms, conditions, covenants and obligations of the Development Agreement.

   (d) The City acknowledges and approves the assignment of the Development Agreement to Assignee as security for the Loan.

   (e) During the term of the Loan, the City shall not enter into any agreement with Assignor to modify the Development Agreement or any attachment thereto without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed.

   (f) Whenever the City shall deliver any notice or demand to Assignor with respect to the Development Agreement, the City shall, at the same time, deliver to Assignee a copy of such notice or demand.
(g) In the event of a breach or a default by Assignor under the Loan Documents and the subsequent foreclosure of the Project or acceptance of a deed in lieu thereof by Assignee, Assignee, upon satisfying all of Assignor’s obligations under the Development Agreement shall be entitled to all of the rights and benefits of Assignor under the Development Agreement. It is expressly understood and agreed that Assignee does not hereby assume any of Assignor’s obligations or duties concerning the Development Agreement, unless and until Assignee exercises its rights hereunder and under the Development Agreement.

(h) The City shall take no action to terminate or cancel the Development Agreement for any reason including any breach by Assignor unless and until it shall have given Assignee thirty (30) days prior written notice advising Assignee of the action proposed to be taken and the reasons therefor. During such thirty (30) day period, Assignee may, at its option, and without relieving Assignor of any of its obligations under any Loan Document, the Development Agreement or hereunder, take any actions necessary in order to eliminate the reasons for the proposed action of the City.

(i) The City warrants that this Consent to Assignment and Estoppel Agreement and the Development Agreement each have been duly authorized, are legal and binding upon the City, and are enforceable in accordance with their terms against Development Agreement.

(j) As of the date hereof, Assignor has obtained all required approvals and consents from the City with respect to zoning, qualified student occupancy, permitting and other matters with respect to the current state of the Project.

2. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) Business Days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

To Assignee: Zions Bancorporation, N.A., dba
Zions First National Bank
One South Main Street, Suite 400
Salt Lake City, Utah 84133
Attention: Flyn J. Dawson

with a copy to: Snell & Wilmer L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: James H. Jones, Esq.
To Assignor:  Boise Gateway 1, L.C.
101 South 200 East, Suite 700
Salt Lake City, Utah 84101
Attention: Brian W. Gochnour

To City:  Boise City
P.O. Box 500, 150 N. Capitol Blvd.
Boise, Idaho 83701
Attention: Sean Keithly, Deputy Director, Economic Development

with a copy to:  Boise City
P.O. Box 500, 150 N. Capitol Blvd.
Boise, Idaho 83701
Attention: James Smith, Deputy City Attorney

The terms of this Consent to Assignment and Estoppel Agreement shall supersede and control over any inconsistent provisions in the Development Agreement.

[Remainder of Page Intentionally Left Blank.]
Dated: March ___, 2020.

CITY OF BOISE CITY, IDAHO

By: ____________________________
Name: __________________________
Title: ___________________________

Attest: __________________________

________________________________
Notary Signature

Approved as to Form:

________________________________

State of ____________ ss.
County of ____________

On this ___ day of _______, in the year 2020, before me ________________________, a notary public, personally appeared ____________________, an individual, the ___________________ of the CITY OF BOISE CITY, IDAHO, proved on the basis of satisfactory evidence to be the persons whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal)

________________________________
Notary Signature

4824-5483-6299
TO: Mayor and Council  
FROM: Kathleen Watkins, Department of Aviation  
NUMBER: RES-90-20  
DATE: February 24, 2020  
SUBJECT: Rental Car Customer Facility Charge (CFC) Adjustment

BACKGROUND:

The Customer Facility Charge (CFC) is authorized by Boise City Code Title 8 Chapter 6. These charges are assessed to airport rental car customers on a per transaction basis and are included in each rental car invoice. The current rate is $1.20 per transaction day with a maximum limit of 14 days per contract. Revenue generated by CFCs is used for rental car related projects.

The airport and the rental car companies are in the planning stages of a new consolidated rental car facility/garage (ConRAC). The airport anticipates issuing CFC backed bonds to fund the ConRAC. CFCs will be used to pay the debt service on the bond and to fund the ongoing maintenance of the new facility. In preparation for this project, we intend to increase the CFC amount to establish reserves for the project and increase the flow of funds to strengthen the bond issuance. Future adjustments to the CFC rate will be required to support the debt service of the bond and will be established when the amount and length of the bond issuance is decided. Current airports in the same general size and situation as Boise, have a CFC range of $3.00 to $7.50 per transaction day. The airport intends to initially increase the rate to $3.25 per transaction day with a maximum of 14 days per contract. The airport met with the rental car local and corporate representatives who support the proposal. Sixty days’ notice to the airport car rental companies is necessary to implement the change, therefore, the rate adjustment will be effective May 1, 2020.

Boise City Code section 8-6-1A provides that the CFC rate shall be set by the City Council.

FINANCIAL IMPACT:

Increase of CFC from $1.20 to $3.25 per transaction day. Using the transaction days for FY 19, the additional annual revenue would be approximately $2,275,000 plus interest.
A RESOLUTION APPROVING AN ADJUSTMENT TO THE AIRPORT'S CUSTOMER FACILITY CHARGE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Boise City Code, Title 8, Section 6 provides for the establishment of a Car Rental Customer Facility Charge (CFC), which is a charge imposed by a car rental company upon a car rental customer arriving at the airport and renting a vehicle; and

WHEREAS, CFC monies are exclusively used to pay or reimburse the Airport for the costs associated with the design, planning and construction, operation and maintenance of facilities or improvements exclusively used by the rental car companies; and

WHEREAS, the airport and the rental car companies are in the planning stages of a new consolidated rental car facility/garage (ConRAC), and the airport anticipates issuing CFC backed bonds to fund the ConRAC. CFCs will be used to pay the debt service on the bond and to fund the ongoing maintenance of the new facility; and

WHEREAS, the current CFC rate is $1.20 per transaction day with a maximum limit of 14 days, and such rate is not sufficient to cover the costs of the ConRAC; and

WHEREAS, the car rental companies support increasing the CFC to $3.25 per transaction day for a maximum of 14 days per contract.

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

Section 1. That the Customer Facility Charge be increased from $1.20 per transaction day to $3.25 per transaction day with a maximum limit of 14 days per contract.

Section 2. That the increased CFC shall commence May 1, 2020.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
TO: Mayor and Council
FROM: Cody Riddle, Planning and Development Services
NUMBER: ORD-7-20
DATE: February 5, 2020
SUBJECT: CAR19-00020 / Ordinance

BACKGROUND:

On October 14, 2019, Planning and Zoning Commission recommended approval.

On October 22, 2019, City Council approved Agenda Request.

On January 14, 2020, City Council approved the Rezone and Preliminary Plat.

On January 28, 2020, City Council approved the Reasons for the Decision for the Rezone and Preliminary Plat.

On February 4, 2020, City Council denied the request for Reconsideration & Mediation.

FINANCIAL IMPACT:

None

ATTACHMENTS:

- CAR19-00020 - Exhibit A (rezone map) (PDF)
AN ORDINANCE (CAR19-00020) FOR PROPERTY LOCATED AT 12600 W. GOLDENROD AVENUE 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 A-1 (OPEN LAND) TO R-1C (SINGLE FAMILY RESIDENTIAL); 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 A-1 (Open Land) to R-1C (Single Family Residential), 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 rezone is consistent with the approval criteria of Section 11-03-04.3(7c) of the Development Code. The property is designated “Suburban” on the Land Use Map of Blueprint Boise, and R-1C is a permissible implementing zone in this designation. This zoning is compatible with surrounding zoning and development as other property zoned R-1C is located to the north and southwest. While there are larger lots with more restrictive zoning to the south and east, it is anticipated these properties will redevelop with higher densities given the “Suburban” land use designation and availability of municipal services including sewer and water. Roadways in the vicinity also operate below capacity from a traffic perspective.

The rezone will allow additional single-family dwellings in a neighborhood largely comprised of the same. The density, setback and height restrictions of the R-1C zone will ensure development is of a form and design consistent with other uses in the area. The increased density is supported by the presence of transit service within ½ mile of the site at the intersection of McMillan and Cloverdale Roads, a neighborhood activity center identified in the Comprehensive Plan. There is also a public park, elementary, and high school, and other services, within that same radius.
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.
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.
TO: Mayor and Council
FROM: David Moser, Planning and Development Services
NUMBER: ORD-8-20
DATE: February 10, 2020
SUBJECT: CAR19-00001 / Ordinance

BACKGROUND:
On May 14, 2019, City Council approved CAR19-00001.

FINANCIAL IMPACT:
None

ATTACHMENTS:

- DOC_Recorded DA_CAR19-00001 (PDF)
- CAR19-00001-Exhibit A (rezone map) (PDF)
AN ORDINANCE (CAR19-00001 FOR PROPERTY LOCATED AT 211 W. HIGHLAND STREET, BOISE, ID 83706) 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 TOWN LOT RESIDENTIAL WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT (R-1MD/DA); 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 (R-1C) to Town Lot Residential with Design Review and Development Agreement (R-1MD/DA), 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 rezone is consistent with the Comprehensive Plan as the property is designated “Compact” on the Land Use Map and R-1MD zoning is allowed within this designation. The R-1MD zone is compatible with the surrounding area as the property to the north is zoned R-3D and contains multi-family housing, and the properties to the south, east, and west are zoned R-1C and contain detached single-family homes. It is in compliance with Goal CC1.1 of the Comprehensive Plan as it encourages compact, infill development to reduce vehicle miles traveled and avoid costly extensions to transportation infrastructure.

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.
CITY OF BOISE

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication.
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is by and between the City of Boise City, a municipal corporation of the State of Idaho (the "City") and 211 E. Highland, LLC, a Limited Liability company in Idaho (the "Developer"), the owner of the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property") and the applicant for Boise City rezone case number CAR.19-00001.

WHEREAS, the Developer has applied to the City for a conditional rezone to R-1M of the Property to develop 19 lots (14 buildable, 5 common) on 0.99 acres on E. Highland Street, at S. Londoner Avenue Lane; and

WHEREAS, the City, pursuant to Boise City Code section 11-03-04.2 and Idaho Code section 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 Idaho Code and 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-1M/DA zone shall apply to the Property. The Property is identified as the following parcel: R5315010335 and detailed in Exhibit A. The Property is approximately
0.99 acres. The property is currently zoned R-1C in Boise City.

2. **Use Permitted by this Agreement.** The Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the conditional R-1M/DA zone. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of Boise City Code.

3. **Construction of Use in Conditional Zone.** The development and site work shall be constructed in accordance with the preliminary plat attached hereto as Exhibit B and made a part hereof (the “Preliminary Plat”) and shall be consistent with the development standards set forth below as well as the original conditions of approval in Exhibit C. Failure to construct the development consistent with this Agreement and the Boise City Development Code or construction in variance with this Agreement, including any amendment of this Agreement, shall constitute a default of this Agreement by the Developer.

   a. **Development Standards.** The following items, requirements, and conditions as set forth in Exhibit C shall be applied to the rezoning the Property to a R-1M/DA zone.

      i. *The property shall be limited to a total of fourteen dwelling units.*

4. **Default.** In the event the Developer, its heirs or assigns, or subsequent owners of the Property, or any other person acquiring an interest in the Property, changes or expands the use permitted by this Agreement without formal modification of this Agreement as allowed by Boise City Code, or 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 Boise City Code.

   a. **Amendment.** 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. **Termination.** In the event the Boise City Council, after compliance with the requirements of Boise City Code, determines that this Agreement shall be terminated as a result of default, the zoning of the Property shall revert to the current R-1C zone.

   c. **Non-Waiver.** 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. **Effective Date.** This Agreement shall be effective on the date that the City has adopted and published an ordinance by the Boise City Council zoning the Property as described herein and pursuant to case number CAR19-00001 (the “Rezoning Ordinance”).

Greenheads End Subdivision (CAR19-00001) Development Agreement
6. **Consent to Rezone.** The Developer, and its heirs, successors, assigns and personal representatives, by entering into this Agreement, do 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, this Agreement shall serve as consent to a rezone of the Property to current R-1C zoning on the property, as provided in Idaho Code section 67-6511A.

7. **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:

   211 East Highland, LLC  
   Attn: Mr. Tim Hachman  
   3100 Kerner Blvd., Suite U  
   San Rafael, CA 94901

Either party shall give notice to the other party of any change of its address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. The Developer expressly agrees to notify any successors and assigns of the need to provide the City with a current address. In the event any successor or assign fails to provide an address, the City’s obligation of mailing shall be deemed accomplished by use of the address on file with the County Tax Assessor.

8. **Attorneys’ 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. **Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the parties’ respective successors, assigns, and personal representatives, including the

Greenheads End Subdivision (CAR19-00001) Development Agreement
City’s corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner of the Property, and each other person acquiring an interest in the Property. This Agreement shall run with the land.

11. **Requirement for Recordation.** The City shall record this Agreement, including all exhibits attached hereto, prior to adopting and publishing the Rezoning Ordinance. If for any reason aforesaid recordation the Boise City Council fails to adopt such an ordinance, the City shall execute and record an appropriate instrument of release of this Agreement.

12. **Invalid Provisions.** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein.

[end of text – signatures on following pages]
IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed.

Dated this 29th day of January, 2020

CITY:

CITY OF BOISE CITY,

an Idaho municipal corporation

By: [Signature]
Lauren S. McLean, Mayor

ATTEST:

[Signature]
Linda Lowry, City Clerk

STATE OF IDAHO )
) ss.
County of Ada )

On this 29th day of January, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Loren S. McLean, known or identified to me to be the Mayor of the City of Boise City, the Idaho municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho municipal corporation, and acknowledged to me that such Idaho 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.

[Signature]
Debbie Westervelt
Notary Public for Idaho
My commission expires: 8-24-2020
DEVELOPER:

211 East Highland, LLC
a Limited Liability Company

By: Tim Hachman
Its: Manager

Tim Hachman

STATE OF IDAHO

) ss.
County of Ada

On this 10th day of __________, 2020, before me, a notary public in and for
the State of Idaho, personally appeared Tim Hachman known or identified to me the Manager of
211 East Highland, LLC that signed the within and foregoing instrument, and acknowledged to
me that such Idaho limited liability company 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.

Timothy Patrick Solomon
Notary Public for Idaho
My commission expires: 3-19-21

Greenheads End Subdivision (CAR19-00001) Development Agreement
EXHIBIT A
Property Legal Description

REZONE DESCRIPTION FOR
R-1M ZONE
HIGHLAND STREET TOWNHOMES SUBDIVISION

A portion of Block 9 of Londoner's 2nd Subdivision as filed in Book 2 of Plats at Page 77, records of Ada County, Idaho located in the SW1/4 of Section 14, T.3N., R.2E., B.M., Boise, Ada County, Idaho more particularly described as follows:

Commencing at a brass cap monument marking the S1/4 corner of said Section 14 from which a brass cap monument marking the SE corner of said Section 14 bears South 88°56'26" East, 2684.96 feet;

thence along the West boundary line of said Londoner's 2nd Subdivision North 01°02'07" East, 1719.78 feet to the NE corner said Block 9;

thence along the North boundary line of said Lot 9 North 89°50'20" West, 33.00 feet to the REAL POINT OF BEGINNING;

thence leaving said North boundary line South 01°02'07" West, 146.60 feet;

thence North 89°50'20" West, 294.34 feet to a point on the West boundary line of said Block 9;

thence along said West boundary line North 00°23'41" East, 146.58 feet to the NW corner of said Lot 9;

thence along the North boundary line of said Block 9 South 89°50'20" East, 295.98 feet to the REAL POINT OF BEGINNING, containing 0.99 acres, more or less.
EXHIBIT B
Preliminary Plat and/or Landscape/Site Plan

Greenheads End Subdivision (CAR19-00001) Development Agreement
May 16, 2019

Jane Suggs
WHPacific, Inc.
2141 W. Airport Way
Boise, ID 83705
jsuggs@whpacific.com
(sent via email)

Re: CAR19-00001, PUD19-00005, & SUB19-00002 / 211 W. Highland Street

Dear Ms. Suggs:

This letter is to inform you of the action taken by the Boise City Council on your request for a rezone of 0.99 acres from R-1C (Single Family Residential) to R-1MD/DA (Town Lot Residential with Design Review and Development Agreement), and a preliminary plat consisting of 14 buildable lots and 5 common lots.

The Boise City Council, at their meeting of May 14, 2019, approved the rezone and subdivision as per the recommendations and findings of the Planning and Zoning Commission. The Reasons for the Decision and Conditions of Approval are attached.

It will be necessary for the Boise City Council to present three readings of the proposed ordinance before the completion of the rezone.

The Boise City Council, at their meeting of May 14, 2019, also denied the appeal of the Planning & Zoning Commission’s approval of the associated conditional use permit for a planned residential development comprised of 14 townhomes. The Reason for the Decision and Conditions of Approval are attached.

This final decision by the Boise City Council includes the notice to the applicant’s rights to request a regulatory taking analysis pursuant to Idaho Code 67-8003.
Conditions of Approval

Rezone

1. 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.

Site Specific

2. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department date received January 29, 2019, planned unit development application and floor plans submitted February 5, 2019, and elevations submitted February 22, 2019, except as expressly modified by the following conditions:

3. As the property will be located within a Design Review Overlay District, a separate Design Review application will need to be approved by the City prior to obtaining building permits.

4. Solid 6’ high fencing shall be provided along any portion of the south and east property lines which currently lack it.

5. The existing sequoia tree located on the property shall be saved, unless it is shown to not be possible.

6. A plan shall be presented showing what other trees on the site can be saved. If not possible to save additional trees, reasons shall be given explaining why.

7. Contact shall be made with the Ada County Highway District (ACHD) to ensure the appropriate treatment and identification of Highland Street as a dead-end street to the east of the site in order to prevent unnecessary turnaround traffic.

8. The applicant shall work with the neighborhood to establish, if possible, a residential parking district around the Sage International School in order to mitigate on-street parking impacts.
15. 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.

16. 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.

17. A subdivision name shall be reserved by the Ada County Surveyor. The name 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.

18. 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).

19. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

20. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

21. 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 83708-0100
   Phone: (208) 433-4301
28. 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.

29. 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.

30. 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.

Standard Conditions of Approval

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

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

33. 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.

34. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.
44. 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: Mayor and Council
FROM: Nicolette Womack, Planning and Development Services
NUMBER: ORD-9-20
DATE: February 19, 2020
SUBJECT: CAR19-00023 / Ordinance

BACKGROUND:

On November 18, 2019, the Planning and Zoning Commission recommended approval of CAR19-00023.

On February 4, 2020, the City Council approved CAR19-00023.

FINANCIAL IMPACT:

None

ATTACHMENTS:

- CAR19-00023-Exhibit A (rezone map) (PDF)
AN ORDINANCE (CAR19-00023) FOR PROPERTY LOCATED AT 10390 W. STATE 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 SINGLE FAMILY RESIDENTIAL, URBAN (R-1C) TO PEDESTRIAN COMMERCIAL WITH DESIGN REVIEW (PCD); 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, Urban (R-1C) to Pedestrian Commercial With Design Review (PCD), 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 rezone complies with the approval criteria of Boise City Code Section 11-03-04.3.B(7) (Rezone). The rezone to PCD conforms to the Comprehensive Plan as it designates the site as “Compact” on the Land Use Map, within which the PCD zone is allowed. The subject property’s adjacency to State Street best supports a commercial or mixed use. As State Street continues to develop as a community gateway with plans for a seven-lane transit corridor, it will become unsuitable for adjacent single-family development. Of the different zones, which could be allowed, the PC zone best supports the goals and principles of the Comprehensive Plan related to State Street as it provides for pedestrian-friendly retail, office and mixed-use development with specific design regulations. This is in compliance with Goal NW-CCN 1.2 and Principle GDP-MU.6 which encourages clustering daily services along transit corridors and encourages pedestrian-oriented mixed-use development along State Street. The allowed uses of the PC zone and design regulations will maintain and preserve the site’s compatibility with the surrounding zoning and development, while also ensuring compliance with Blueprint Boise’s goals for the
State Street transit corridor. The rezone will also maintain and preserve compatibility with the potential adjacent development along State St. should the parcels to the east also rezone to PC. The PC zone requires all sites, where feasible, provide cross-access to adjacent parcels and the property as currently designed will accommodate this requirement. Further, Design Review will also be required and will ensure compliance of any future development with the Citywide Design Standards. The laundry facility use is a daily service that will support the available transit on State Street in compliance with Principle GDP-MU.6. Rezoning the property to PC will allow construction of a commercial building which could potentially service many similar transit-oriented uses in the future.

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.
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.

**BOISE CITY REZONE**

**CAR19-00023**

**Exhibit A**

Section 14 Township 4N Range 1E

**Ordinance #:**  
**Effective Date:**
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)
CITY OF BOISE

Ordinance NO. ORD-6-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

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
Lauren McLean

EX-OFFICIO CITY CLERK
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.
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

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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 Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Nicolette Womack, Associate Planner
HEARING DATE: March 3, 2020
RE: SOS20-00002 / 5750 N. Cloverdale Rd. / Plat Note Vacation

All in One Construction and Remodel Service is requesting a vacation of plat note regarding building setbacks for Lot 20 of Block 1 in the Jones Striburek Subdivision on 0.85 acres in a R-1C (Single-Family Residential) zone.

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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 PDS Online.
Applicable Law:
Idaho Code, Section 50-1306A

VACATION OF PLATS -- PROCEDURE.
(1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the City Council if it is located within the boundaries of a City, or the County Commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the request to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the City Clerk.

(2) Written notice of public hearing on said petition shall be given, by certified mail with return receipt, at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. Such notice of public hearing shall also be published once a week for two (2) successive weeks in the official newspaper of the city, the last of which shall be not less than seven (7) days prior to the date of said hearing; provided, however, that in a proceeding as to the vacation of all or a portion of a cemetery plat where there has been no interment, or in the case of a cemetery being within three hundred (300) feet of another plat for which a vacation is sought, publication of the notice of hearing shall be the only required notice as to the property owners in the cemetery.

(3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

Analysis:
The Jones-Striburek Subdivision, recorded in 1972, required specific building setbacks on the plat. These required setbacks are as follows: 50-foot front, 10-foot side and 20-foot rear. However, the subject property is zoned R-1C (Single Family Residential) which normally requires smaller setbacks from the front, side and rear property lines. As such, the applicant requests to vacate the front and side yard building setback plat notes in order to construct an attached garage addition to the north side of the single-family home. With this plat note vacation the applicant could construct the addition with a 35-foot front and 9-foot side yard setback, which exceeds with the standard setback requirements for the single-family residential zones. In addition, the plat note vacation would only affect the subject property. Adjacent to the south is a neighborhood comprised of smaller parcels zoned R-1C and 20-foot front and 5-foot side yard setbacks are allowed within this zone.

It is important to note, the subject property is also encumbered with a utility and drainage easement that extends 10-feet wide along the north property line. Although the Planning Team finds the vacation of the front and side yard building setback plat note to be compatible with the area, the applicant will still need to vacate this easement in order to construct the addition 9-feet from the side property line.

Recommendation:
The Planning Team recommends the Boise City Council approve the vacation.
Vacation of Plat Note
Application Form

New! Type data directly into our forms.
Note: Be sure to print this form before closing it or you will lose your data. This form cannot be saved to your computer.

Property Information

Address: Street Number: 5750
Prefix: Form Street Name: Cloverdale
Subdivision: Jones Sriburek Block: 1 Lot: 20 Section: 27 Township: 4N Range: 1E
Primary Parcel Number: Additional Parcels: N/A

Applicant Information

First Name: Tim Last Name: Westhusin
Company: All in One Const and Rem Svc Phone: 2088697619
Address: 2892 E Tiber Dr City: Meridian State: ID Zip: 83642
E-mail: Allin1carpentry@yahoo.com Cell: 2088697619 Fax: 

Agent/Representative Information

First Name: Last Name:
Company:
Address: City: State: Zip:
E-mail: Cell: Fax: 
Role Type: ☐ Surveyor ☐ Land Developer ☐ Engineer ☐ Architect ☐ Other

Owner Information

Same as Applicant? ☐ Yes ☐ No (If yes, leave this section blank)

First Name: Jacob Last Name: Anderson
Company: Phone: 2089397128
Address: 5750 N Cloverdale Rd City: Boise State: ID Zip: 83713
E-mail: jacobwinteranderson@gmail.com Cell: Fax: 

www.cityofboise.org/pds
City of Boise Planning & Development Services
P.O. Box 500 • 150 N. Capitol Blvd • Boise, Idaho 83701-0500 Phone 208/384-3830 • Fax 208/384-3814 • TDD/TTY 800/377-3529

Date Received: 
Revised 05/2010

Attachment: CC_Project Report_March 3, 2020_SOS20-00002 (All in One Construction and Remodel Services, LLC)
1. Type of Vacation: □ Easement    □ Plat Note    □ Consent for Right-of-Way

   Note: Multiple vacations can be included on the same application if located within the same area.

   Please describe the easement, plat note or right-of-way to be vacated: 50' front Setback and 10' Side Setback

2. Annexation Date (mm/dd/yyyy):

3. Neighborhood Association: Jones Sloburek Sub

4. Comprehensive Planning Area: 

The following items must be submitted with this application:
Completed Vacation of Easement, Plat Note or Consent to Vacate Right-of-Way Checklist and all required documents, maps and fees.

Applicant/Representative Signature ____________________________ Date ____________

Print Form
Dear Sir’s and Madams

I am requesting a vacation of plat notes for the Jones Stiburek subdivision, primarily for lot 20 or 5750 N Cloverdale Rd. The Plate note stat a front setback of 50’ and a 10’ side setback. Cloverdale road has been recently expanded and the property lines adjusted accordingly. Currently the existing house is only 33’ (approx.) set back in the front. We would like to build a attached garage on the North end of the house, it will be set back 35’6” (approx.) from property line, two feet six inches farther back than the existing house. The north end of the New Garage will encroach on the 10’ side setback. It will set back 9’ (Approx.) off the property line. I would like to vacate the plate notes and set the setbacks to the current zoning setbacks or at least enough to accommodate for the addition of the garage. The property is zoned R-1C which states a 20’ front setback and a 5’ side setback so we are well within the Zone setbacks.

Thanks For your consideration

Tim Westhusin

All in One Construction and Remodel Services
WHEREAS, newspaper, magazine, and other periodical distribution machines, (hereafter “news racks”) on or adjacent to public sidewalks are a valuable method of distributing news and other information to the public. However, they constitute a semi-permanent physical intrusion on public property, and their indiscriminate location on sidewalks can unnecessarily obstruct the primary function of the sidewalk, which is to allow persons effective travel from one place to another; and

WHEREAS, unregulated news racks of varying size, shape, and color create visual blight and are distracting to motorists and pedestrians alike; and

WHEREAS, the City of Boise finds that uniform appearance and placement of news racks in congested areas shall contribute to the revitalization of the downtown and other areas of the City; and

WHEREAS, Promoting a high-quality aesthetic, free of graffiti, stickers, or any other unwanted marking or debris commonly found on news racks, shall aid in economic development and social activity; and

WHEREAS, this ordinance, as applied, is consistent with the Master License Agreement between the City and ACHD, granting the City authority to regulate sidewalks and newsstands; and

WHEREAS, the City conducted outreach to affected stakeholders and this ordinance reflects those discussions and was reviewed by the stakeholders.

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

Section 1. That Title 3, Chapter 18, Boise City Code, be and the same is hereby enacted to read as follows:

CHAPTER 3-18
NEWS RACKS

Sections:
3-18-01 LEGAL AUTHORITY
3-18-02 PURPOSE AND INTENT
3-18-03 SCOPE
3-18-04 GENERAL LICENSING PROVISIONS APPLICABLE
3-18-05 DEFINITIONS
3-18-06 LICENSE REQUIRED
3-18-07 FIXED PEDESTAL ZONES
3-18-08 IMPLEMENTATION OF ORDINANCE
3-18-09 NUISANCE AND REMOVAL
3-18-10 NON-USE PROHIBITED
3-18-11 OBLIGATIONS OF LICENSE HOLDER
DENIAL, REVOCATION, SUSPENSION, REVIEW, PENALTIES

Section 3-18-01  LEGAL AUTHORITY:

Idaho Code Sections 50-301, 50-307 and 50-314 authorize the city of Boise City, state of Idaho ("City") to regulate occupations and businesses and to regulate and control traffic, encroachments, and obstructions on streets, public places, and sidewalks within the City.

Section 3-18-02  PURPOSE AND INTENT:

The City finds that public health, safety, and welfare require that certain occupations and businesses operating in the City, including but not limited to, newspaper, periodical, and magazine publishers wishing to distribute their products upon the sidewalks be regulated without restraining, burdening, or over-regulating such businesses in order to afford basic protections to the public.

The use of sidewalks for the distribution of printed news, periodicals, and other publications, while providing a public benefit, may also impede travel, interfere with the rights of others using the sidewalks, and affect the public safety. News racks are often neglected and vandalized creating blight and nuisance contrary to the livability goals of the City. Therefore, to balance these competing interests, the City Council hereby designates certain areas of the City where news racks shall be exclusively used for the sale or distribution of printed news, periodicals, and other publications within the public right-of-way. These news racks shall be uniformly constructed, located, and owned by the City.

Section 3-18-03  SCOPE:

This chapter sets forth the minimum standards, requirements, and procedures applicable to all news racks located, within established zones, in the City.

Section 3-18-04  GENERAL LICENSING PROVISIONS APPLICABLE:

To the extent they are not inconsistent with this Chapter, all the provisions, definitions, paragraphs, and sections set forth in Boise City Code Title 3, Chapter 1, Article A, are hereby adopted and incorporated by reference as if fully set forth in this Chapter.

Section 3-18-05  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 01 of Title 3, shall have their plain, ordinary and common meaning. Words in any gender shall apply to the feminine, masculine and neuter genders.

A. BOX: A single unit within a modular news rack for the distribution of publications either for free or at a fee.

B. CITY-OWNED NEWS RACK: A news rack owned by the City which is affixed to the ground within a designated fixed pedestal zone for the distribution of publications to the public.

C. CCCR OFFICER: The City’s Code Compliance and Community Resource officer(s) who are authorized by the City, through the City Clerk’s Office, to enforce City code.

D. FIXED PEDESTAL NEWS RACK: A news rack that is affixed to the ground in a permanent, but reversible, fashion. City-owned fixed pedestal news racks shall be composed of an apparatus unit which shall contain four or more individual boxes for the distribution of publications to the public.

E. FIXED PEDESTAL ZONE: An area of the City that has been specifically described and designated as benefiting from the uniformity of City-owned fixed pedestal news racks.

F. NEWS RACK: Any self-service (free or pay), box, container, storage unit, or other dispensing apparatus installed, used, or maintained for the display and sale or distribution of newspapers, magazines, periodicals, or other publications.

G. NOTICE: For purposes of this Chapter, notice shall mean any of the following: (1) a communication sent by regular US mail to an address on file with the City Clerk’s Office; (2) a communication sent by electronic mail (“e-mail”) to an e-mail address on file with the City Clerk’s Office; or (3) a sticker firmly and conspicuously affixed to the news rack, which shall include the date the sticker was placed, instructions to the owner of the news rack, including a date upon which remedy must be made if requested by the City, and contact information for the City Clerk’s office.

H. SIDEWALK: That portion of the public right-of-way which is between the curb line and adjacent property line which is improved and designed for and is ordinarily used for pedestrian travel.
Section 3-18-06 LICENSE REQUIRED:

No person shall place a publication of any kind within a City-owned news rack box without having first obtained a license from the City.

Section 3-18-07 FIXED PEDESTAL ZONES:

A. The City designates specific areas within the City’s boundaries as fixed pedestal zones. Within these zones, only City-owned fixed pedestal news rack units are allowed on the sidewalk or in the public right-of-way. This ordinance shall not affect news racks located upon private property.

B. The City Council specifically authorizes the City Clerk to determine where fixed pedestal zones should be located and to define their geographic boundaries within the City by resolution. The City reserves the right to expand, reduce, or otherwise modify the geographic boundary of any fixed pedestal zone and to create additional zones as it deems necessary.

C. The City Clerk’s Office shall maintain and make publicly available during business hours the most current map of all fixed pedestal zones.

D. The City Clerk’s Office will determine the location and quantity of fixed pedestal news rack units within each fixed pedestal zone. At least one box per unit shall be available for subdivision to accommodate two small publications. The boxes within a unit shall be available as pay boxes or free boxes, subject to available resources. The configuration of boxes within a unit may be static after implementation, but the subdivision of each free box may be changed, subject to available resources.

E. City-owned news rack box licenses shall be issued for a one (1) year term, starting from the date of issuance. A City-owned news rack box license may be renewed within the thirty (30) days prior to the end of the one (1) year term. The City Clerk’s Office shall maintain a list of all City-owned news rack boxes with corresponding license dates. This list shall include identifying numbers for each individual box and be made publicly available.

F. Any person seeking a license for a box in a City-owned news rack shall complete the approved application form available from the City Clerk’s Office.

G. A licensed applicant may request multiple boxes within City-owned news racks for one or more publications. Each box will require a separate monthly box fee. An applicant may request multiple boxes within a single City-owned news rack unit provided that the applicant places a different publication in each licensed box space therein.
H. If multiple license applications for an available box are received, priority shall be given to the application first received by the City Clerk’s Office. If an applicant is unable to have their selected box due to priority or renewal, the City Clerk’s Office shall notify the applicant if another box is available in the same unit or a nearby unit.

I. The City Clerk’s Office, if necessary, may create a waiting list for specific boxes within City-owned news rack units.

Section 3-18-08 IMPLEMENTATION OF ORDINANCE:

A. Upon adoption of this ordinance by City Council, the City Clerk is authorized to create and define fixed pedestal zones. Once created and defined, the City Clerk shall provide notice to all known entities with existing news racks within any fixed pedestal zone. All existing news racks located upon the sidewalk or within the public right of way, in a designated fixed pedestal zone, shall be removed within thirty (30) days of receipt of notice. Any existing news rack remaining after thirty (30) days shall be deemed a nuisance and may be abated as set forth in this Chapter.

B. If the City Clerk’s Office designates additional fixed pedestal zones, notice shall be provided to all known owners of existing news racks contained in the new zones. Such notice shall inform owners to remove their existing news rack from the zone within thirty (30) days of receipt of notice. Any existing news rack remaining after thirty (30) days shall be deemed a nuisance and may be abated as set forth in this Chapter.

Section 3-18-09 NUISANCE AND REMOVAL:

A. After the creation of a fixed pedestal zone and expiration of the thirty (30) day removal notice period, any news rack that is not City-owned located in the public right-of-way within such fixed pedestal zone shall be deemed a nuisance.

B. In accordance with this Chapter, the CCCR Office is authorized to mark nuisance news racks with notices of intent to abate and to order their removal and impoundment.

C. All notices of intent to abate shall be firmly and conspicuously affixed to the nuisance news rack. The notice of intent to abate shall contain: the date and time the notice was posted, the date and time after which the news rack shall be removed, the contact information and address for the location where the news rack shall be impounded, and information on how to request a post-abatement administrative
D. No less than seventy-two (72) hours after the posting of a notice of intent to abate, the City may remove and impound a nuisance news rack.

E. All abated news racks shall be stored and disposed of by the CCCR Office or authorized designees, in accordance with Idaho Code section 55-403. Reasonable storage fees, in an amount established by the Boise City Council and listed on the most current fee schedule, may be charged to the owner of an abated news rack to cover the costs of removal, impoundment, storage, recordkeeping, and other associated costs. Owners shall be required to pay all storage fees in full prior to the release of abated news racks.

F. Whenever a news rack, or any part thereof, is impounded and abated by the City, the owner shall be provided with the opportunity for a post-storage administrative review to determine the validity of the removal and storage of such property. In order for an owner to receive a post-storage administrative review, the owner must request the review in writing from the City within thirty (30) business days of the posting of the notice of intention to abate or notice of immediate abatement. The City shall conduct the post-storage review within forty-eight (48) hours of the request, excluding weekends and holidays. Failure by the owner to request or to attend a review shall satisfy the post-storage administrative review for that owner. If it is determined at the review that there was not reasonable cause to deem the abated news rack, or any part thereof, a nuisance, the City shall be responsible for payment of all storage fees.

G. Any news rack that is abated and impounded under this Chapter and that is not claimed and redeemed by its owner within the time limits set forth in Idaho Code 55-403 shall become the property of the City and shall be sold. Proceeds, if any, from the sale of abated news racks shall be applied first to all outstanding storage fees and any expenses related to the sale of such property. The balance of such proceeds, if any shall be kept by the City in a separate fund for a period of one year from the date of the sale in accordance with Idaho Code section 55-404.

Section 3-18-10 NON-USE PROHIBITED:

A. Any box within a City-owned news rack shall be used and maintained by the licensee at all times. Any box that remains empty for fifteen (15) consecutive days shall be designated as an abandoned box, except that a box remaining empty due to any temporary and extraordinary interruption of distribution or publication by the newspaper or other publication sold or distributed from that box shall not be deemed abandoned. The City shall notify the box license holder of the abandoned box
designated. If not remedied with ten (10) days, the City may cancel the license whereupon the box shall become available to other applicants.

B. If a City-owned news rack box is improperly maintained or found to be in an unsatisfactory condition, the City shall notify the license holder of the problem. If the problem is not remedied within fifteen (15) days, the box shall be designated as abandoned. The City shall notify the box license holder of the abandoned box designation. If not remedied within ten (10) days, the City may cancel the license whereupon the box shall become available to other applicants.

Section 3-18-11 OBLIGATIONS OF LICENSE HOLDER

A. A license holder shall be solely responsible for the upkeep and maintenance of a box within a City-owned news rack. All boxes must be kept in a clean and orderly condition, including, without limitation: the window and faceplate, the coin mechanism, the coin tray, and the lock, if any. It is the license holder’s duty to periodically inspect their boxes and keep them free of graffiti, stickers, or other markings. Damage requiring repair to a City-owned news rack unit shall be reported to the City Clerk’s Office.

B. The holder of a box license may supply and affix a logo or identifying wording to the interfacing portion (face) of the box, in a uniform manner consistent with the direction of the City Clerk’s Office, that identifies the publications inside the news rack. Logos and stickers must be approved by the Boise City Clerk’s Office prior to being affixed to the City-owned box. Any logo or wording that is affixed to the face of the box must be removable without damage to the box.

Section 3-18-12 DENIAL, REVOCATION, SUSPENSION, REVIEW, PENALTIES:

Except as otherwise provided herein, the procedures for denial, suspension, revocation and appeal of a news rack license shall be as set forth in Chapter 1, Article A of this title.

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.
TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Karla Nelson, Associate Planner
HEARING DATE: March 3, 2020
RE: CAR19-00027 / 431 & 433 S 11th St. and 1110, 1100 & 1151 W Miller St. / Rezone

A 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 a Development Agreement) located at 431 & 433 S 11th Street and 1110, 1100 & 1151 W Miller St.

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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 PDS Online.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION

On January 13, 2020, the Planning and Zoning Commission recommended approval of a 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 a Development Agreement) zone located at 431 & 433 S 11th Street and 1110, 1100 & 1151 W Miller St. The original request was for 2.383 acres comprised of 13 parcels and was advertised as such for the neighborhood meeting and Planning and Zoning Commission public hearing. However, on December 19, 2019, the applicant withdrew the 8 parcels on Lee Street, and the rezone request is now only for 1.34 acres as shown on the cover sheet. The rezone area is currently occupied by three single-family homes, a private school with a surface parking lot and a temporary unimproved surface parking lot.

The applicant has provided preliminary conceptual plans for the parcels on the north side of Miller Street, which envision a 4-story residential structure with 30 to 36 units ranging in size from 470 to 970 square feet each. There are no conceptual plans for the portion of the rezone request on the south side of Miller Street. Plans are preferred as they help to explain the need for the rezone and define what can be expected to occur in the future. Despite the lack of conceptual plan detail, the Planning Team and Planning and Zoning Commission both recommend approval of the request based on the compatible range of allowed uses within the C-5DD zone and its associated design review requirements. If deemed necessary, Boise City Council has the discretion to require more detailed conceptual plans. This could be a requirement of the Development Agreement or a basis for a denial of the rezone itself.

Proposed Rezone

The proposed C-5 zone is compatible with surrounding zoning and development. Downtown has grown significantly over the past several years and Downtown style development is now close to the proposed rezone area. The property is 400’ south of the JUMP development and high-rise, mixed-use buildings are found just a few blocks to the north and east, within the Downtown core. The site is in the Downtown Regional Activity Center where Blueprint Boise envisions large-scale employment and retail uses, high-density residential, and mixed-use development. The vision for the area is further defined by the River Street-Myrtle Street Master Plan for the Urban Renewal District (adopted in
2004) and the River Street Master Plan (adopted in 2017). The 2004 Urban Renewal plan acknowledges the need for more density than allowed in the current R-O zone. Both plans acknowledge that the area has historically been an ethnically diverse, working-class neighborhood. The 2017 plan builds upon the historic function of the neighborhood by envisioning a walkable mixed-income residential district with an emphasis on workforce housing.

The subject site is designated “Mixed Use” on the Land Use Map. As stated in Blueprint Boise, The General Mixed-Use land use category provides a foundation for Regional, Community, and Neighborhood Activity Center development. While nearly every zoning district is permissible in the “Mixed Use” land use designation, only a few zones can support the broader goals of the Downtown Regional Activity Center and the associated River Street-Myrtle Street Master Plan for the Urban Renewal District and River Street Master Plan. Of all the zones, C-5 is most appropriate as it allows for the density and uses desired for in the area. The unrestricted floor area and zero setbacks on the front and street side of the C-5 zone are more conducive to mixed-use developments and allow for greater utilization of land. Due to increased setbacks within the current R-O zone, the applicant found that the portion of the rezone area north of Miller Street could only accommodate 28 units while under C-5 zoning the preliminary concept plan supports 38 units. The style of development allowed within C-5 zoning caters to the pedestrian experience as active uses are placed at the property line rather than being setback 10-20 feet as required by the R-O zone. The C-5 zone does allow for more commercial uses by right than the existing R-O zone. Multi-family residential, hotels, retail, restaurants and office uses are allowed, subject only to Design Review. Adherence to the Downtown Design Standards and C-5 development standards will ensure that the property develops with a pedestrian oriented design. The use allowances, unrestricted density, and setback standards associated with the proposed zone are consistent with the long-term vision for the subject property. As detailed in the Planning and Zoning Commission Report, Blueprint Boise, and both the River Street-Myrtle Street and River Street Master Plans include numerous policies supporting the change in zoning.

To mitigate potential adverse impacts associated with rezone, the applicant has included a Development Agreement. Given that single family homes are in close proximity along Lee Street, the lack of height limits within the C-5 zone could cause compatibility concerns. Unlimited height is also inconsistent with the adopted master plans that envision structures of up to 6 stories in the district. The development agreement includes a 6-story height limit on the portion of the property north of Miller Street and 5-story height limit for the portion of the property on the south side of Miller Street. The current R-O zone allows for 65’ in height but this is limited to 45’ when adjacent to a single-family use or zone, as is the case for much of the proposed rezone area. The proposed DA allows for an increase in height to what is currently allowed, but not an unlimited height as the C-5 zone would normally allow.

At the Planning & Zoning Commission hearing, the Planning Team recommended approval of the rezone for reasons detailed in the January 13, 2020 Planning Report. Two members of the public provided testimony at the hearing; one was against the rezone the other was in favor. Concerns were raised about the neighborhood meeting process; staff was able to confirm that residents and property owners within 300’ were notified of
the neighborhood meeting as required by Code. The testimony also included concern that a veteran who is living in one of the single-family homes within the rezone area would likely be displaced by this action. Another member of the public spoke in favor of the rezone, as he expected that it would increase housing opportunities Downtown. Commissioner Stevens acknowledged the history of the area and asked that the future developers of this area “pay attention to what’s there, to be sensitive to the cultural history that’s in the area and to the significance of this particular neighborhood to the past of this city.” After hearing public testimony and discussion, the Commission voted 7-0 to recommend approval of the rezone.

CONCLUSION & RECOMMENDATION
The Planning and Zoning Commission recommended approval based on the following reason statement:

Reason for Decision
As further detailed within the project report, the rezone of 1.34 acres comprised of 5 parcels (revised from the original request of 2.383 acres and 13 parcels) meets the approval criteria of Boise City Code 11-03-04.3.B(7)(c). It will advance the goals of Blueprint Boise, the River Street, and River Street-Myrtle Street Master Plans. Located in the Downtown Planning Area, and designated mixed-use, the vision for this area is a vibrant, intense mix of uses. Principles GDP-MU.1, GDP-MU.2, and IDP-MU.1 promote an active mix of uses with an emphasis on high density residential. The existing zone limits height and density and includes setbacks not conducive to the level of intensity envisioned. It is in the best interest of the general public to maximize development potential in this location. The rezone will remove some of the limitations associated with the current zone and promote compact, urban development. The property is within walking distance of countless amenities and employment opportunities. All infrastructure necessary to serve the site is readily available. Accommodating dense, urban development in this location will reduce impacts on the transportation system and other infrastructure. Allowing increased density will have positive environmental impacts by reducing vehicle miles traveled and associated emissions. The development agreement included in the application will ensure that compatibility with the surrounding neighborhood is maintained. The surrounding area is comprised primarily of C-5 and R-O zoning and supports a wide variety of uses. The allowances of the C-5 zone are consistent with the diversity of use and design already present in the area. Many existing buildings in the vicinity are located adjacent to the public right-of-way, as you would expect Downtown. The C-5 zone will allow new buildings to be similarly placed. While the C-5 zone does not include a height restriction, the development agreement restricts projects to no more than 6-stories in height on the north side of Miller Street and 5-stories in height on the south side of Miller Street. This ensures greater compatibility with surrounding properties which are 1 to 3 stories in height and respects the River Street-Myrtle Street Master Plan built form standards for the River Street Neighborhood.
January 15, 2020

Brandon Whallon
Hawkins Companies
855 Broad Street, Ste 300
Boise, ID 83702
bwhallon@hcollc.com

Re: CAR19-00027 / Vicinity of Miller Street, Lee Street and South 11th Street

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 rezone of 2.383 acres comprised of 13 parcels from R-ODD (Residential Office with Downtown Design Review) to C-5DD/DA (Central Business with Downtown Design Review and a Development Agreement) generally located in the vicinity of Miller Street, Lee Street and South 11th Street. The request was modified after notices were sent out to include a smaller area of 1.34 acres and 5 parcels in the vicinity of 11th Street and Miller Street.

The Boise City Planning and Zoning Commission, at their meeting on January 13, 2020, recommended to the Mayor and Boise City Council approval of the modified request based on the attached Reason for the Decision.

This application 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) 608-7089 or knelson@cityofboise.org.

Sincerely,

Karla Nelson
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

KN/mh
cc: Tim Flaherty / Downtown Boise Neighborhood Association / tim@astegos.org
Reason for the Decision

As further detailed within the project report, the rezone of 1.34 acres comprised of 5 parcels (revised from the original request of 2.383 acres and 13 parcels) meets the approval criteria of Boise City Code 11-03-04.3.B(7)(c). It will advance the goals of Blueprint Boise, the River Street, and River Street-Myrtle Street Master Plans. Located in the Downtown Planning Area, and designated mixed-use, the vision for this area is a vibrant, intense mix of uses. Principles GDP-MU.1, GDP-MU.2, and IDP-MU.1 promote an active mix of uses with an emphasis on high density residential. The existing zone limits height and density and includes setbacks not conducive to the level of intensity envisioned. It is in the best interest of the general public to maximize development potential in this location. The rezone will remove some of the limitations associated with the current zone and promote compact, urban development. The property is within walking distance of countless amenities and employment opportunities. All infrastructure necessary to serve the site is readily available. Accommodating dense, urban development in this location will reduce impacts on the transportation system and other infrastructure. Allowing increased density will have positive environmental impacts by reducing vehicle miles traveled and associated emissions. The development agreement included in the application will ensure that compatibility with the surrounding neighborhood is maintained. The surrounding area is comprised primarily of C-5 and R-O zoning and supports a wide variety of uses. The allowances of the C-5 zone are consistent with the diversity of use and design already present in the area. Many existing buildings in the vicinity are located adjacent to the public right-of-way, as you would expect Downtown. The C-5 zone will allow new buildings to be similarly placed. While the C-5 zone does not include a height restriction, the development agreement restricts projects to no more than 6-stories in height on the north side of Miller Street and 5-stories in height on the south side of Miller Street. This ensures greater compatibility with surrounding properties which are 1 to 3 stories in height and respects the River Street-Myrtle Street Master Plan built form standards for the River Street Neighborhood.

Recommended Conditions of Approval

1. The following Development Agreement requirements shall be met:

   a. Upon approval of the zoning, 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 zoning, 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. Any future development shall comply with the Boise City Development Code and shall obtain all required permits.

   d. The DA shall include the following conditions:
i. Height limit of 6-stories for parcels on the north side of Miller Street
ii. Height limit of 5-stories for parcels on the south side of Miller Street
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE: )
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CAR19-00027 / Hawkins Companies )
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_____________________________________ )

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, JANUARY 13, 2020

COMMISSIONERS PRESENT:
JENNIFER STEVENS, CHAIR
TAMARA ANSOTEGUI, CO-CHAIR
JIM BRATNOBER
JANELLE FINFROCK
MILT GILLESPIE
BOB SCHAFER
MEREDITH STEAD
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
INTRODUCTION

CHAIRMAN STEVENS: But we are going to actually just take up Item No. 4. We have only one member of the audience tonight, and it's going to be a quick report. So we're going to take that up without objection first before we move onto our next lengthy hearing. So with that, we'll hear from Karla.

KARLA NELSON: Madam Chair and Commissioners, before you is a request to rezone 1.3 acres comprised of five parcels from the residential office with Downtown Design Review to central business with Downtown Design Review in a development agreement zone.

The site is downtown on the west side of 11th Street and includes parcels on both sides of Miller Street. Note that a portion of the original request along Lee Street has been withdrawn.

Existing uses on site include a temporary, unimproved surface parking lot and three single-family residences on the north side of Miller Street. A private school with an improved surface parking lot occupies a portion of the area on the south side of Miller Street.
Conceptual floor plans -- conceptual floor plans for the parcels on the north side of Miller Street envision a four-story residential structure with 30 to 36 units ranging in size from 470 to 970 square feet each. No conceptual plans have been provided for the area south of Miller Street.

While plans would be preferable, the Planning Team is supportive of the rezone request in this situation without any plans, as any future development will be required to adhere to the Downtown Design Review standards. And furthermore, the uses allowed within the C-5 zoning district are appropriate for the area.

The subject site is designated mixed-use on the land-use map, which is meant to support activity center development. The site is located in the Downtown Regional Activity Center where Blueprint Boise envisions large-scale employment and retail uses, high-density residential, and mixed-use development, all of which supports the rezone request.

The vision for the area is further defined by the River Street/Myrtle Street Urban Renewal Master Plan adopted in 2004 and the Neighborhood-Specific River Street Master Plan adopted in 2017. Both plans identify the areas preferred for a residential
emphasis with mixed-use towards the edge of the neighborhood. The 2004 plan acknowledges the need for more density than allowed in the R-O zone. The proposed rezone is consistent with the density and style of development envisioned by these plans.

While nearly every zoning district is permissible in the mixed-use land-use designation, only a few zones can support the broader goals of the Downtown Regional Activity Center and the associated Urban Renewal and Neighborhood Plans. Of all the zones, a requested C-5 zone is most appropriate. Downtown has grown significantly over the past several years, and downtown-style development now makes sense for the proposed rezone area.

The current R-O zoning has restrictions with setback, height, and density allowances. For example, the Applicant found that due to the increased setbacks, a portion of the rezone area north of Miller Street can only accommodate 28 units with the current R-O zone while preliminary concept plans support 38 units under C-5 zoning.

The C-5 zone is also more conducive to mixed-use developments and allows for greater utilization of land. This style of development allows for an urban streetscape that caters to the pedestrian.
experience, as active uses are placed on the street property line. Adherence to the downtown design standards and C-5 development standards will ensure that the property develops with a pedestrian-oriented design.

One area of concern with a rezone to C-5 is the absence of a height limit. Given that single-family homes are in close proximity along Lee Street, the lack of height limits could cause compatibility concerns. Unlimited height is also inconsistent with the adopted master plans that envision structures of up to six stories in the district.

The Applicant has addressed this potential conflict with the inclusion of a development agreement that includes a six-story height limit on the portion of the property north of Miller Street and a five-story height limit for the portion of the property on the south side of Miller Street.

The current R-O zone allows for 65 feet in height, but this is limited to 45 feet when adjacent to single-family use or zone, as is the case for much of the proposed rezone area. The proposed development agreement allows an increase in height to what is currently allowed but not an unlimited height, as a
C-5 zone would normally allow. The Planning Team finds these limitations to be appropriate.

In conclusion, the Planning Team recommends approval of the rezone request and development agreement, as it meets all approval criteria. The Commission will need to make a recommendation to City Council.

Thank you.

CHAIRMAN STEVENS: Thank you.

Is the Applicant present?

If we start with 10 minutes on the screen is that good?

BRANDON WALEN: Ma'am, I hope to take much less than that.

CHAIRMAN STEVENS: Okay. Great. Thank you.

BRANDON WHALLON: For the record, my name is Brandon Whallon. I'm with Hawkins Companies located at 855 West Broad, Boise, Idaho.

Thank you for the opportunity to present our application for a rezone from R-0 with the Downtown Design Review requirement to C-5 with the Downtown Design Review and a development agreement.

The property in question is what, presented by Planner Turner, was that -- it's shown in yellow. And it is an extension of the C-5 zone across 11th Street.
Through the application process, Hawkins Companies used to have a parking field where the Inn at 500 is currently located. Gary Hawkins and Hawkins Companies knew there was a higher and better use with that property, and so we moved our employee parking lot from that property to these two properties here along 11th Street. We've always thought there was a higher and better use than surface parking for this property, and so we decided that the C-5 zone would be most appropriate for investment in this property.

We held our neighborhood meeting, which requires all property owners within 300 feet to be notified. And so in that meeting, we had other property owners come forth and say, "You know what? C-5 on our property might also be appropriate." So our rezone then grew to this configuration.

I shared those findings with the Planning Staff. And they felt that because this was such a substantial increase in the area to be considered for the rezone, they wanted us to have another neighborhood meeting.

So we sent out notice to, again, all property owners within 300 feet, and it brought more property owners to the meeting. And some of those property owners owned substantial amounts of property that were
south of Lee Street, and they felt that the C-5 zone would also be appropriate for their property as well.

And I did share that with the City Planning Staff. And at the same time, they were saying that a development agreement might be warranted to protect those homes that are south of Lee Street.

So in the neighborhood meeting, I'm hearing from property owners south of Lee Street saying "By gosh. Maybe we should be be included in that zone as well." Staff was saying, "Maybe we should tier down the overall heights to protect those homes south of Lee Street."

So I did share the findings with the property owners and told them that we couldn't stall our rezone request, but we would surely support their -- or appreciate their support. And they are here tonight. At the same time, because there was no conceptual plan associated with the property in yellow that was identified for four stories in overall height, they decided to go ahead and remove their property from this rezone request. And that's shown here in blue.

So at this point in time, I think I would like to reflect back on the highest and best use.

Mr. Hawkins decided that the use of the property on the southeast corner of Myrtle and Capitol would be
best used for the Inn at 500, and we think that this
property here is ripe for better uses than are
currently there now.

And I think that this entire area that's
bordered by the Pioneer Path, as it comes down to -- I
think it's Ash Street and then River Street here --
this entire area, I think, is ripe for investigation
to the C-5 zone because it's not being invested in and
improved in the R-O zone and property owners,
comprising over 80 percent of this area, think that
the C-5 zone would be warranted on their property.

I counted. I think there's 47 residential
units in this four-acre area. And if we were to
develop it at its highest and best use, if it was all
zone C-5, we would probably see 360 residential units
within that four-acre area.

So at this point in time, I would like to --
the annexation or the rezone request before you today
has -- is comprised of this area with the development
agreement restricting the overall height to six
stories on -- in the red and five stories in the
green. But I think there could be a conversation that
the entire area should be rezoned C-5. Most of it,
especially along the border, has already been
developed, and that might be the incentive for the
property owners within this entire area to reinvest
and get a higher and better use of their property and
get some substantial amounts of dwelling units as
close to the heart of downtown as possible.

So with that, I stand before you requesting
support of the rezone CAR-1900027, and I would stand
for any questions that you may have.

CHAIRMAN STEVENS: Thank you, Mr. Walen.

Are there any questions for staff or the
Applicant at this time?

Okay. Thank you very much.

There is nobody on the sign-up sheet. We did
have one hand go up when I asked to put this on
consent.

Oh. Good. Excellent. If you could --

BRIAN AMBERG: [Unintelligible].

CHAIRMAN STEVENS: Okay. No, that's great.

Go ahead and step forward, please. And since you
aren't on the sign-up sheet, I just do need you to
fill out one of the little white slips before you
leave tonight and hand it up or leave it on the table
there for us.

CÉLINE ACORD: Madam Chair.

CHAIRMAN STEVENS: Yes.

CÉLINE ACORD: Point of order, just
neighborhood association. I don't think they're here, but just in case.

CHAIRMAN STEVENS: Oh. Thank you.

Downtown Neighborhood Association, is Mr. Flaherty [phonetic] here or any other representative of that neighborhood association? I apologize.

Thank you, Céline.

NEIGHBORHOOD ASSOCIATION

N/A

CHAIRMAN STEVENS: It's already getting late.

Okay.

PUBLIC TESTIMONY

CHAIRMAN STEVENS: Start with your name and address, please.

BRIAN AMBERG: My name is Brian Amberg. I live at 515 South 14th Street, which is in the Pioneer Neighborhood.

First of all, I am informed tonight that there was a neighborhood meeting. I was not invited to this, although I am not a property owner. I imagine it was actually a property owner's meeting, not a neighborhood meeting, and I think that it was misrepresented by calling it such because not all [unintelligible] holders were invited, only the people
who owned property.

Secondly, this -- the area in red -- the map's gone now, but the area in red, which is the area on the southeast corner of 11th and Myrtle, is -- was described as a parking lot for the employees of Hawkins. And while there is a parking lot there, there are also two homes.

One of those homes is owned by a cabdriver who also is a disabled veteran. I happen to know he lives there because he gave me a ride at one point, and we hit it off over both being disabled veterans being treated at the VA here in Boise. And I was made aware that his home was under threat, and that's why I'm here tonight.

And I also learned at this meeting that the people who are trying to tear his home down are -- have been talking to -- in these property owner's association meetings, not neighborhood meetings, however they want to be characterized.

But -- pardon me, I've lost my train of thought. I didn't bring any notes.

I guess the way that I feel is that if this project is allowed to continue, that means that not only will all these property owners who've been made aware that, Hey. You could be building a much taller
building and kicking out all of your existing residents and displacing them for a while, that this will happen to my section of the neighborhood as well. I live on the western end of Pioneer, on 14th Street. And I'm basically watching as my neighborhood is going to be torn down, and I'm told this is for the progress and this is for everyone's betterment.

But in the meantime, after having heard a year of all the politicians locally saying that our homeless population is in crisis and we need to worry about homeless people, we're going to be adding homeless people to the homeless population. And we're being done so by people who describe a lot and a parcel that has two homes as being nothing more than a parking lot. And I would just like to remind everyone on the Council that real people will be displaced by this.

Thank you.

CHAIRMAN STEVENS: Thank you. Thank you.

Anybody else who cares to testify tonight on this application?

I know.

Okay. Go ahead and step forward, please.

LEON SCOTT: Good evening. My name's Leon Scott. I reside at 2218 West State Street in Boise,
Idaho.

And for a number of years now, our family has owned approximately a half-acre parcel on Lee Street, which would be, actually, on the southern -- the extreme southern side. So it's bordered by -- it's not in the particular area at this point, which is being suggested to have the zone change, but we certainly would support that.

It's ready for some increased -- you know, higher and better use. I mean it's served our purpose for our family. It's been a great thing, but it is -- it's ready to develop. It's in the path of development, and it supports the housing that's needed for downtown. And so we're in support of that.

Thank you.

CHAIRMAN STEVENS: Thank you, Mr. Scott.

Anybody else who would care to testify on tonight's -- this application No. 4?

Go ahead and step forward.

If there's anybody else, if you would just come forward and sit up here at the front since we don't have a sign-up sheet, it'll make things go a little bit quicker.

ALLEN DIXON: Hi. My name is Allen Dixon. I live at 1121 Lee Street.
I do own property in the area. It's been kind of stagnant down there. There has been some apartments built on Ash Street next to where I live. They look very nice. They're probably higher renters. But the area is due to be improved a little bit down there. It wouldn't hurt me if they raised the zoning. And if something happened, that'd be fine with me.

Thank you.

CHAIRMAN STEVENS: Okay. Thank you. Be sure to fill out the little white slip.

So since nobody came forward, I'm guessing there's nobody else who wants to testify.

REBUTTAL

CHAIRMAN STEVENS: So with that, we'll go ahead and go to rebuttal.

Mr. Whallon, if you have anything you want to add.

BRANDON WHALLON: Thank you for the opportunity to rebut.

I would say that the second neighborhood meeting that the staff requested that we conduct, it did send mailers out to the property owners and the tenants of all properties within 300 feet of the subject property.
It sounds like the gentleman that spoke lives on 14th and Pioneer, which would be outside of that 300-foot range. So we apologize that he was not invited to our neighborhood meeting, but it was intended to be inclusive.

I would say that we are trying to look at the best use of the property. That would include the two homes that are on the property. There is one on the surface parking lot that we own as well as the home that the gentleman referenced. We do own that as well.

But we would be looking to replace those two homes with more homes, hopefully, as Planner Turner stated, from 470 square feet up to 920. But we don't have any hard plans at this point in time. They're just conceptual. We were just doing our due diligence to see what kind of opportunities may be available, but we think that the opportunity to investigate the opportunities associated with the C-5 zone opens the door for new possibilities and new investment in this area that I believe is ripe for investment.

So thank you.

CHAIRMAN STEVENS: Thank you very much.

With that we'll go ahead and close the public portion of the hearing.
MOTIONS

CHAIRMAN STEVENS: How would the Commission like to proceed?

BRIAN AMBERG: [Unintelligible] to say about that.

CHAIRMAN STEVENS: Oh. I'm sorry. No. That's the -- yeah. Everybody gets three minutes. It's in City code and, yeah, your three minutes was taken. Thank you.

How would the Commission like to proceed?

If you would entertain a motion... 

COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: I'm going to move to approve CAR 19-27 with the terms and conditions as detailed in the staff report.

CHAIRMAN STEVENS: Is there a second?

COMMISSIONER BRATNOBER: Second.

CHAIRMAN STEVENS: Second by Commissioner Bratnober. First by Commissioner Schafer.

Discussion?

COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: I certainly appreciate comments, you know, concerning the redevelopment of
the area. But I agree with staff and the arguments they made in the staff report that this zone seems to support the change in designation. I think it's a good opportunity to look at increasing our housing downtown and redevelopment in that area.

CHAIRMAN STEVENS: Anything further?

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEVENS: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So yeah. I'm obviously supporting this. I believe that, as some of the residents in the neighborhood said, it needs to be developed. This is the time.

One thing I am quite interested in, because the plans appear to be somewhat fluid, is that Hawkins really looks at the issues and needs that we have in our city for housing, and particularly for affordable housing.

CHAIRMAN STEVENS: I'll just say a few things before we call the roll.

I'm very concerned about this whole area. Because I think when we adopt renewal districts, like we've done in this area, we, you know -- we tend to -- we're in danger of losing some of the character that has characterized the area in the past. And I know that this particular neighborhood has always been a
working-class neighborhood. And in fact, it's one of
the only neighborhoods, if not the only neighborhood,
that has housed African-Americans in this city for
many, many years. And I'm very, very concerned that
by demolishing our housing stock in this area, which
currently has no protections in our City ordinance,
that we're going to be doing away with a lot of the
city's history.

And I worry that when we do that, we lose our
facilitation of attachment to place and makes the
people who come here, the new residents, the thousands
and thousands of them that are coming right now have
no understanding of what came before and make them --
help them understand how we got to be where we are
now.

So as we move forward, I'm going to be
supporting the motion. But as we move forward in this
area and we do begin to see it redevelop, I'm going to
be looking for the developers to make some overtures
to that, to pay attention to what's there, to be
sensitive to the cultural history that's in the area
and to the significance of this particular
neighborhood to the past of this city.

So I'm going to be supporting the zoning
change because I think it's the right place for
this -- the right thing for this particular space, but
I'm very concerned about this neighborhood and I want
to make sure that we're redeveloping it correctly.
So...

Anybody else?

Okay. Will the clerk please call the roll.

ROLL CALL

THE CLERK: Bratnober.

COMMISSIONER BRATNOBER: Aye.

THE CLERK: Stead.

COMMISSIONER STEAD: Aye.

THE CLERK: Schafer.

COMMISSIONER SCHAFER: Aye.

THE CLERK: Stevens.

CHAIRMAN STEVENS: Aye.

THE CLERK: Ansotegui.

COMMISSIONER ANSOTEGUI: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: All in favor. Motion carries.

CHAIRMAN STEVENS: Thank you.

Thank you for those of you who stayed.

(End transcription at 2:44:05 of audio file.)
CAR19-00027 / Hawkins Companies

Summary
Rezone of 2.383 acres comprised of 13 parcels from R-ODD (Residential Office with Downtown Design Review) to C-5DD/DA (Central Business with Downtown Design Review and a Development Agreement) generally located in the vicinity of Miller Street, Lee Street and South 11th Street.

Prepared By
Karla Nelson, Associate Planner

Recommendation
Approval with conditions

Reason for the Decision
As further detailed within the project report, the rezone of 1.34 acres comprised of 5 parcels (revised from the original request of 2.383 acres and 13 parcels) meets the approval criteria of Boise City Code 11-03-04.3B(7)(c). It will advance the goals of Blueprint Boise, the River Street, and River Street-Myrtle Street Master Plans. Located in the Downtown Planning Area, and designated mixed-use, the vision for this area is a vibrant, intense mix of uses. Principles GDP-MU.1, GDP-MU.2, and IDP-MU.1 promote an active mix of uses with an emphasis on high density residential. The existing zone limits height and density and includes setbacks not conducive to the level of intensity envisioned. It is in the best interest of the general public to maximize development potential in this location. The rezone will remove some of the limitations associated with the current zone and promote compact, urban development. The property is within walking distance of countless amenities and employment opportunities. All infrastructure necessary to serve the site is readily available. Accommodating dense, urban development in this location will reduce impacts on the transportation system and other infrastructure. Allowing increased density will have positive environmental impacts by reducing vehicle miles traveled and associated emissions. The development agreement included in the application will ensure that compatibility with the surrounding neighborhood is maintained. The surrounding area is comprised primarily of C-5 and R-O zoning and supports a wide variety of uses. The allowances of the C-5 zone are consistent with the diversity of use and design already present in the area. Many existing buildings in the vicinity are located adjacent to the public right-of-way, as you would expect Downtown. The C-5 zone will allow new buildings to be similarly placed. While the C-5 zone does not include a height restriction, the development agreement restricts projects to no more than 6-stories in height on the north side of Miller Street and 5-stories in height on the south side of Miller Street. This ensures greater compatibility with surrounding properties which are 1 to 3 stories in height and respects the River Street-Myrtle Street Master Plan built form standards for the River Street Neighborhood.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
11th & Miller Condos

Scheme B - Preliminary Layout Study

01.07.2019

www.erstadarchitects.com
11th & Miller Condos

Scheme B - Preliminary Layout Study

01.07.2019

www.erstadarchitects.com
November 22, 2019

Boise Planning & Development Services
150 North Capitol Boulevard
Boise, ID 83701

RE: 11th & Miller Street Rezone Request

Hawkins Companies is pleased to submit a rezone application on behalf of three property owners within the 11th Street and Miller Street vicinity. Current zoning on the properties is R-ODD, and due to recent changes in the downtown fabric, we believe that the opportunities afforded by the C-5DD zoning designation would be most appropriate for the emerging River Street neighborhood, and implementation of the Blueprint Boise Plan.

EXISTING CONDITIONS
The rezone is for 1.86 acres of land, representing 8 separate parcels, owned by three separate entities. Four of the parcels are currently used as temporary, unimproved surface parking lots. Seven parcels are improved with single-family residences, and the final parcel is improved with an office/lab with a paved off-street parking field. Below is a brief description of each parcel that is being submitted for consideration for C-5DD zoning.

Hawkins Properties
Hawkins Companies owns three of the parcels contained within this application. They are a mix of temporary surface parking fields, and two single-family residences.

431 South 11th Street
This parcel is approximately 4,760 square feet in area, and is currently used as a temporary surface parking lot.
433 South 11th Street
This parcel is also approximately 4,760 square feet in area. This property is partially improved with a 897 square foot single-family residence, and the balance of the property is used as a temporary, unimproved surface parking lot.

1110 West Miller Street
This parcel was recently purchased by Hawkins Companies from the Hamblin family. This property is approximately 2,726 square feet in area, and is improved with a 726 square foot single-family residence.
**Hamblin Property**
This property is located on the northwest corner of the intersection of 11th Street and Miller Street. It is used exclusively as a single-family residence.

**1100 West Miller Street**
This parcel of land is approximately 2,950 square feet in area, and is improved with single family residence with a footprint of approximately 1,601 square feet.
Myhre Property
As a part of our Neighborhood meeting, the Myhre family attended to see how this rezone application might affect their property. They have had a presence in the Pioneer Neighborhood for quite some time, and have assembled many different properties in that time. Properties owned by the Myhre family include school/lab space, single-family residences, and temporary surface parking lots.

1151 West Miller Street
This property is approximately 23,522 square feet in area, and is improved with a 13,750 square foot building, and fully improved parking field. This building was originally used as a medical laboratory, but has most currently as a learning institution.

1100 West Lee Street
This property is approximately 3,484 square feet in area, and is improved with a single-family residence.
511 South 1th Street
This property is approximately 2,178 square feet in area, and is improved with a 1,050 square foot single-family residence.

1108 West Lee Street
This property is approximately 3,660 square feet in area, and is improved with a 750 square foot single-family residence.
1110 West Lee Street
This property is approximately 2,440 square feet in area, and is improved with a 663 square foot single-family residence.

1114 West Lee Street
This property is approximately 6,142 square feet, and is currently used as a temporary surface parking lot.
1116 West Lee Street
This property is approximately 6,185 square feet in area, and is also used as a temporary surface parking lot.

1118 West Lee Street
This property is approximately 3,093 square feet in size, and is improved with an 880 square foot single-family residence.
1120 West Lee Street
This property is approximately 3,136 square feet in area, improved with a 1,844 square foot home.
Justification for Rezone request from R-ODD to C-5DD
This property is located within the Pioneer District of the River Street Master Plan. Per that plan, this Neighborhood is a transition to the downtown core. While the area has a mix of housing types, most are defined as “single-family” homes that were built in the post WWII era. Growth within the River Street neighborhood stalled in the 1960’s transportation and irrigation improvements were made that spurred and encouraged suburban types of development.

As such, this area within the Pioneer Neighborhood actually developed without a true vision in place. It has a distinctly suburban character. It has been developed with large blocks, many surface parking lots, and an overall low density of residential development. As such, the neighborhood has underutilized property along significant roadways and pathways. Coupled with the close proximity to the downtown, this area is ripe for new development that can provide additional multi-family housing projects that can provide housing opportunities for the entire economic spectrum, which will be a vital contribution to the Downtown core.

Per the Blueprint Boise plan, our application is a direct implementation for many of the policies that have been established for the Pioneer Neighborhood plan.

DT-CCN 1.2: Mix of uses
To create the vibrant interaction between people, place and buildings, a mix of uses is a catalyst to that vitality. This can be accomplished by creating a 24 hour a day activity scene. It can also be accomplished by locating residential uses near office, retail and other services that are located within the Downtown core.

DT-CCN 1.4: Urban Building Forms
Encourage a design pattern that encourages urban types of development. This can be created by designing buildings that are set at a front property line. Building entrances with strong pedestrian access, along with street level interest into the building.

DT-CCN 1.6: Downtown Relationship to Neighborhoods
Neighborhoods located around the Downtown core have a symbiotic relationship. A successful residential neighborhood will have a mix of housing types, designed for the entire economic spectrum. Providing those choices in living styles can create a workforce and customer base for the Downtown businesses. Close proximity to the Downtown also decreases the dependence on the automobile. Many shops, restaurants and recreational opportunities are all located within walking or cycling distance, but public transit options are also readily available.

DT-CCN 2.2: Housing Choices
With a multi-family housing project in consideration for the Hawkins held property, this will provide an opportunity to provide additional housing types and housing for all income levels.

DT-CCN 2.4: Accessibility to Amenities
Location is one of the most desired aspects when considering investment into residential developments. This neighborhood has some of the best access to many of the best amenities that the city of Boise has to offer! Located within walking distance employment and neighborhood services defines this
neighborhood from others. The Greenbelt and parks (Kathryn Albertson; Julia Davis; and Ann Morrison) in such close proximity also define this neighborhood.

**DT-CCN 3.2: Underutilized Properties**

Part of the process to consider a rezone of properties requires the applicant to reach out to neighboring property owners to share thoughts, plans and visions. This requires a conversation about current conditions, and the opportunities that the future may hold.

When Hawkins Companies sent out our notice for a Neighborhood meeting, it was attended by the Hamblin and Myhre families. Upon learning about our desire to build a multi-family housing project, collaboration and partnership began to form. The Hamblin family sought counsel to see how this zone change may impact their property. With that additional knowledge, the Hamblin family decided to seek consideration for their property to also be included in the rezone request.

They Myhre family also attended the meeting, and they shared with us the various properties that they had assembled over time. We voiced our desire for a multi-family housing project, and the Myhre family was interested in possibly redeveloping the property that they owned, they also stated that they would consider selling their holdings, in that it may help to grow the scope of a multi-family housing project.

**Proposed Plans**

Hawkins Companies has owned 433 and 431 11th Miller Street properties for approximately 10 years. For the past 4 years, we have used our property for temporary parking fields. We came to the conclusion that a temporary parking field was grossly underutilizing this property, so Hawkins Companies engaged with erstad architects to explore multi-family housing projects for the property. We evaluated scenarios under the R-ODD zone development standards, as well as those development standards associated with the C-5DD zone. The yield of living units did not make sense that that time, so Hawkins Companies purchased the property located at 1110 West Miller Street, and included that into the multi-family housing project feasibility analysis.

With that property included, we again generated site plans to see what levels of density that could be achieved. We did this analysis under the R-ODD development standards as well as under the C-5DD development standards. By utilizing the C-5DD zoning design standards, we were able to get our unit count from 28 (R-ODD Development Standards) up to 38 using the C-5DD zoning designation.

I have submitted “working” elevations for a potential multi-family residence. Now that additional property owners have voiced desire to consider C-5DD development to their property, such a rezone can invigorate the neighborhood while implementing many of the policies contained within the Blueprint Boise document.
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is by and between the City of Boise City, a municipal corporation of the State of Idaho (the "City") and GRH Westheimer LLC, an Idaho limited liability company; GRHH Miller LLC; an Idaho limited liability company; Hamblin Revocable Trust; SMARC LLC; (the "Developers"), the owners of the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property") and the applicant for Boise City annexation and rezone case number CAR19-00027.

WHEREAS, the Developer has applied to the City for a conditional rezone to C-5DD/DA of Property located between South 11th Street, South Lee Street and West Miller Street, aggregating approximately 58,411 square feet (1.341 acres); and

WHEREAS, the City, pursuant to Boise City Code section 11-03-04.2 and Idaho Code section 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 Idaho Code and 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:

c. Description and Location of Property; Size of Property; Present Zoning. This conditional C-5DD/DA zone shall apply to the Property. The commonly-associated address
and A.P.N. of the Property as South 431 11\textsuperscript{th} St Street (R2077660571); South 433 11\textsuperscript{th} Street (R2077660561); West 1100 Miller Street (R2077660551); West 1110 Miller Street (R2077660541); and West 1151 Miller Street (R3442000021) detailed in \textbf{Exhibit A}. The Property is approximately 1.341 acres. The Property was formerly zoned by the city of Boise as R-ODD.

d. \textbf{Use Permitted by this Agreement}. The sole height restrictions allowed pursuant to this conditional rezone as reflected in this Agreement are to allow South 431 11th Street, South 433 11\textsuperscript{th} Street; West 1100 Miller Street; and West 1110 West Miller Street to build up to 6 stories in height; and to allow West 1151 Miller Street to build up to 5 stories in height, as shown in \textbf{Exhibit B}. No change in the heights specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of Boise City Code.

e. \textbf{Construction of Use in Conditional Zone}. Any future development and site work shall be constructed in accordance with the height restriction map attached hereto as \textbf{Exhibit B} and made a part hereof (the “\textbf{Development Agreement}”) and shall be consistent with the development standards set forth below. Failure to construct the development consistent with this Agreement and the Boise City Development Code or construction in variance with this Agreement, including any amendment of this Agreement, shall constitute a default of this Agreement by the Developer.

a. \textbf{Development Standards}. The following items, requirements, and conditions shall be applied to the rezoning the Property to a C-5DD/DA zone.

i. \textbf{Development Type and Density}. This Property shall be developed with height restrictions, as shown in \textbf{Exhibit B}, and as conditioned in \textbf{Exhibit C}.

ii. \textbf{Building Form & Scale}. All future development of the property shall conform to the uses and development standards contained within the C-5DD/DA zone, with the exception of the Building Heights established in this Development Agreement.

f. \textbf{Default}. In the event the Developer, its heirs or assigns, or subsequent owners of the Property, or any other person acquiring an interest in the Property, changes or expands the height permitted by this Agreement without formal modification of this Agreement as allowed by Boise City Code, or fails to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be modified or terminated only upon that parcel that is in default, by the Boise City Council upon compliance with the requirements of Boise City Code.

a. \textbf{Amendment}. 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. **Termination.** In the event the Boise City Council, after compliance with the requirements of Boise City Code, determines that this Agreement shall be terminated as a result of default, the zoning of only the Property in default shall revert to R-ODD. All uses of the Property which are not consistent with proposed building heights, or otherwise approved by the City shall cease.

c. **Non-Waiver.** 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.

g. **Effective Date.** This Agreement shall be effective on the date that the City has adopted and published an ordinance by the Boise City Council zoning the Property as described herein and pursuant to case number CAR19-00027 (the “Rezoning Ordinance”).

h. **Consent to Rezone.** The Developer, and its heirs, successors, assigns and personal representatives, by entering into this Agreement, do 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, this Agreement shall serve as consent to a rezone of the Property to R-ODD as provided in Idaho Code section 67-6511A.

i. **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 Developers:

GRH Westhimer LLC  
Attn: Brandon Whallon  
855 West Broad Street, STE 300  
Boise, ID 83702

c. To the Developers:

GRHH Miller LLC  
Attn: Brandon Whallon  
855 West Broad Street, STE 300  
Boise, ID 83702
d. To the Developers:
Hamblin Revocable Trust
Attn: Teresa Hamblin
West 1100 Miller Street
Boise, ID 83702

e. To the Developers:
SMARC LLC
Attn: Dr. Michael Myhre
North 906 Houston
Boise, ID 83706

Either party shall give notice to the other party of any change of its address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. The Developer expressly agrees to notify any successors and assigns of the need to provide the City with a current address. In the event any successor or assign fails to provide an address, the City’s obligation of mailing shall be deemed accomplished by use of the address on file with the County Tax Assessor.

j. **Attorneys’ 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.

k. **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.

l. **Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the parties’ respective successors, assigns, and personal representatives, including the City’s corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner of the Property, and each other person acquiring an interest in the Property. This Agreement shall run with the land.

m. **Requirement for Recordation.** The City shall record this Agreement, including all exhibits attached hereto, prior to adopting and publishing the Rezoning Ordinance. If for any reason after such recordation the Boise City Council fails to adopt such an ordinance, the City shall execute and record an appropriate instrument of release of this Agreement.
n. **Invalid Provisions.** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein.

[end of text – signatures on following pages]
IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed.

Dated this _____ day of ______________________, 20__.

CITY:

CITY OF BOISE CITY,

an Idaho municipal corporation

By: ________________________________

David H. Bieter, Mayor

ATTEST:

______________________________, City Clerk

STATE OF IDAHO )

) ss.

County of Ada )

On this _____ day of ______________________, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared David H. Bieter, known or identified to me to be the Mayor of the City of Boise City, the Idaho municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho municipal corporation, and acknowledged to me that such Idaho 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

My commission expires: ________________
DEVELOPER:

Developer:
GRH Westheimer LLC,
an Idaho limited liability company

By: GRH Management LLC,
an Idaho limited liability company,
Its Manager

By: ______________________
Name: ______________________
Its: ______________________

STATE OF IDAHO

) ss.
County of Ada

This record was acknowledged before me on ___________ ____, 20___, by
________________________, as _______________ of GRH Management LLC, the Manager of GRH
Westheimer LLC, an Idaho limited liability company.

Notary Public for Idaho
My commission expires: ____________________
GRHH Miller LLC,
an Idaho limited liability company

By: GRH Management LLC,
an Idaho limited liability company,
Its Manager

By: __________________________
Name: _________________________
Its: ___________________________

STATE OF IDAHO )
) ss.
County of Ada )

This record was acknowledged before me on _____________, 20___, by
__________________________, as ____________________ of GRH Management LLC, the Manager of GRHH
Miller LLC, an Idaho limited liability company.

Notary Public for Idaho
My commission expires: ____________________
Hamblin Revocable Trust

By: ____________________________
Name: __________________________
Its: Trustee, Hamblin Revocable Trust u/d/t [DATE]

STATE OF IDAHO )
County of Ada ) ss.

This record was acknowledged before me on ____________ ____, 20___, by
__________________________, as Trustee of the Hamblin Revocable Trust u/d/t [DATE].

Notary Public for Idaho
My commission expires: __________________
SMARC, LLC,
an Idaho limited liability company

By: __________________________
Name: __________________________
Its: __________________________

STATE OF IDAHO

) ss.
County of Ada

This record was acknowledged before me on _____________ ____, 20___, by
____________________, as Manager of SMARC LLC, an Idaho limited liability company.

Notary Public for Idaho
My commission expires: ____________________

on following page]
EXHIBIT A
Property Legal Description
January 2, 2020
Project No. 19-196

Exhibit A
Legal Description for Rezone to C-5DD

A portion of Louis Hansen Addition (Book 7, Page 323 of Plats) and a portion of E.C. Cook's Supplemental Plat of Block 3 of A.O. Miller's Addition (Book 1, Page 48 of Plats), situated in the Northwest 1/4 of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho and being more particularly described as follows:

Commencing at a found Aluminum cap marking the West 1/4 corner of said Section 10, which bears S00°30'59"W a distance of 2,655.21 feet from the Northwest corner of said Section 10, thence following the westerly line of said Northwest 1/4, N00°30'59"E a distance of 728.58 feet;
Thence leaving said westerly line, S89°29'01"E a distance of 773.67 feet to a found 1/2-inch rebar marking the northwesterly centerline intersection of S. 11th Street and W. Miller Street and being the POINT OF BEGINNING.

Thence following the centerline of said W. Miller Street, N54°56'59"W a distance of 134.12 feet;
Thence leaving said centerline, S35°09'01"W a distance of 158.52 feet to the southwesterly boundary line of said Louis Hansen Addition;
Thence following said southwesterly boundary line, N53°50'59"W a distance of 200.03 feet;
Thence leaving said southwesterly boundary line, N35°09'01"E a distance of 154.68 feet to the centerline of W. Miller Street;
Thence following the centerline of said W. Miller Street, S54°56'59"E a distance of 144.44 feet to the projected centerline of the Alley within said E.C. Cook's Supplemental Plat of Block 3 of A.O. Miller's Addition;
Thence leaving said W. Miller Street centerline and following said Alley centerline, N35°30'40"E a distance of 142.86 feet;
Thence leaving said Alley centerline, S54°53'34"E a distance of 189.86 feet to the centerline of S. 11th Street;
Thence following said S. 11th Street centerline, S35°35'03"W a distance of 142.67 feet to the POINT OF BEGINNING.

Said parcel contains 1.341 acres (58,411 square feet), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, record of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

Attached hereto is Exhibit B and by this reference is made a part hereof.
Title: Miller Street Rezone Legal Description

<table>
<thead>
<tr>
<th>Scale: 1 inch = 60 feet</th>
<th>Date: 01-02-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tract 1: 1.341 Acres: 58411 Sq Feet: Closure = s29.0212w 0.00 Feet: Precision = 1/427560: Perimeter = 1267 Feet</td>
<td></td>
</tr>
<tr>
<td>001 = n54.5659w 134.12</td>
<td>004 = n35.0901e 154.68</td>
</tr>
<tr>
<td>002 = s35.0901w 158.52</td>
<td>005 = s54.5659e 144.44</td>
</tr>
<tr>
<td>003 = n53.5059w 200.03</td>
<td>006 = n35.3040e 142.86</td>
</tr>
</tbody>
</table>

File:}

Packet Pg. 842
ZONING DATA

CURRENT ZONING: R-ODD
PROPOSED ZONING: C-5DD
AREA OF REZONE: ±2.383 ACRES

LEGEND

○ 1/2-INCH REBAR
✚ ALUMINUM CAP
▲ CALCULATED POINT
--- REZONE BOUNDARY
--- ADJACENT BOUNDARY LINE
--- ROAD CENTERLINE
--- RIGHT-OF-WAY LINE

Plan Scale: 1" = 100'

Exhibit B
Rezone to C-5DD

A PORTION OF LOUIS HANSEN ADDITION AND A PORTION OF E.C. COOK'S SUPPLEMENTAL PLAT OF BLOCK 3 OF A.O. MILLER'S ADDITION, SITUATED IN THE NW 1/4 OF SEC. 10, T. 3 N., R. 2 E., B.M., BOISE, ADA CNTY, ID.
EXHIBIT B
Height Restriction Map

Rezone Map
Section 10
Town 3 North
Range 2 East

5 Stories

6 Stories

[River Street Rezone] (CAR19-00027) Development Agreement
EXHIBIT C
Action Letter from Boise City Council
(with Conditions of Approval)
1. Neighborhood Meeting Held (Date):
   10/24/19

2. Neighborhood Association:
   Downtown Boise

3. Comprehensive Planning Area:
   Downtown

4. This application is a request to construct, add or change the use of the property as follows:
   Rezone property from R-ODD to C-5DD. Desire to construct multi-family housing project exceeding the design standards within the R-ODD zone (Setbacks and building heights).

5. Type of Request:
   ☐ Rezone    ☐ Annexation & Rezone

6. Current Zone:
   R-ODD

7. Requested Zone:
   C-5DD

8. Size of Property:
   81405  ☐ Acres  ☐ Square Feet

9. Existing uses and structures on the property are as follows:
   Four of the parcels are unimproved, temporary parking lots. One parcel has a 12,000 building with parking field. Eight of the parcels are improved with single family residences.
10. Are there any existing land uses in the general area similar to the proposed use?

If so, describe them and give their locations:

This area is part of the River Street Residential Area and Myrtle Office/Residential corridor planning area, of which many different housing types are provided. Housing types range from trailers, single family homes; duplexes; and multi-family housing developments. Many multi-family housing projects have been built in the recent history, but they have been located in property that is already within the C-5DD zoning district.

11. On what street(s) does the property have frontage?

11th Street, Miller Street and Lee Street.

12. Adjacent property information:

<table>
<thead>
<tr>
<th>Uses</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: Medical Clinic</td>
<td>North: (R-ODD) Residential Office w/Dwntc</td>
</tr>
<tr>
<td>South: Century Link Fib</td>
<td>South: (R-ODD) Residential Office w/Dwntc</td>
</tr>
<tr>
<td>East: Simplot Temp Pk</td>
<td>East: (C-5DD) Central Business District w/</td>
</tr>
<tr>
<td>West: Multi-Family Hou</td>
<td>West: (R-ODD) Residential Office w/Dwntc</td>
</tr>
</tbody>
</table>

13. Why are you requesting annexation into the City of Boise?

NA

14. What use, building or structure is intended for the property?

Hawkins Companies desires to build a multi-family housing project on the NW corner of Miller and 11th Streets. Through the Neighborhood Meeting process, many other neighboring property owners have decided to include their property in our request. At this time, I believe that the Hamblin and Myhre parties are exploring their options made available with C-5DD zoning.

15. What changes have occurred in the area that justify the requested rezone?

Downtown Boise is rapidly changing, and people are choosing to live where they can work, recreate and live. The demand for this style of living arrangement is keeping pace with, if not exceeding, the number of living spaces being built. Boise is growing "up" instead of "out", and providing additional living options as close to the core of Downtown will maximize the benefits of existing infrastructure, and will lessen the demand of housing in the periphery of Boise.

16. What Comprehensive Plan policies support your request?

DT-CCN 1.2; DT-CCN 1.4; DT-CCN 1.6; DT-CCN 2.4; and DT-CCN 3.2.

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: CAR19-00027
Applicant: Brandon Whallon / Hawkins Companies
Property Address: 855 Broad Street, STE 300

Public Hearing Date: January 13, 2020
Heard by: Planning and Zoning Commission

Analyst: Karla Nelson, Associate Planner
Reviewed By: Céline Acord, Current Planning Manager

Public Notification

Neighborhood meetings conducted on:
- October 24, 2019
- December 12, 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 19, 2019

Table of Contents

1. Project Data and Facts................................................................. 2
2. Land Use.................................................................................. 2
3. Development Code................................................................. 3
4. Comprehensive Plan............................................................... 4
5. Transportation Data............................................................... 4
6. Analysis................................................................................. 5
7. Approval Criteria................................................................. 10

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>Engineer/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>Existing Zoning</strong></td>
</tr>
<tr>
<td><strong>Proposed Zoning</strong></td>
</tr>
<tr>
<td><strong>Parking Overlay</strong></td>
</tr>
<tr>
<td><strong>Land Use Designation</strong></td>
</tr>
<tr>
<td><strong>Urban Renewal Area</strong></td>
</tr>
<tr>
<td><strong>Planning Area</strong></td>
</tr>
<tr>
<td><strong>Neighborhood Assoc./Contact</strong></td>
</tr>
<tr>
<td><strong>Procedure</strong></td>
</tr>
</tbody>
</table>

2. Land Use

<table>
<thead>
<tr>
<th>Description and Character of Surrounding Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>The subject properties are within Downtown between Myrtle and River Streets, to the west of 11th St. The surrounding area is comprised of a mix of residential, office, retail, warehouses, surface parking and unimproved lots. The JUMP development is 400' to the northeast and the Boise River is 900' to the south. High-rise mixed-use buildings are found just a few blocks to the north and east of the site within the downtown core. Single-family homes are to the south along Lee Street.</td>
</tr>
</tbody>
</table>
Adjacent Land Uses and Zoning

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Surface Parking Lot and Medical Clinic / R-ODD</td>
</tr>
<tr>
<td>South</td>
<td>Improved Alley, then Single-Family Homes and Temporary Unimproved Surface Parking / R-ODD</td>
</tr>
<tr>
<td>East</td>
<td>11th Street, Unimproved Surface Parking Lot &amp; Warehouse Office / C-5DD</td>
</tr>
<tr>
<td>West</td>
<td>Apartments and Retail Store / R-ODD</td>
</tr>
</tbody>
</table>

History (by Parcel)

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPA17-00001</td>
<td>Adoption of the River Street Master Plan - Approved</td>
</tr>
<tr>
<td>CAR06-00023</td>
<td>Expansion of P3 parking overlay - Approved</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRH18-00311</td>
<td>Temporary 2-year Parking Facility - Approved</td>
</tr>
<tr>
<td>DRH16-00170</td>
<td>Temporary 2-year Parking Facility - Approved</td>
</tr>
<tr>
<td>DRH11-00040</td>
<td>Single Family Home on a Substandard Lot - Approved</td>
</tr>
<tr>
<td>PUD08-00001</td>
<td>Planned Unit Development for 7 townhouses and 1 common lot, a variance was included - Expired</td>
</tr>
<tr>
<td>CVA08-00047</td>
<td>Planned Unit Development for 7 townhouses and 1 common lot, a variance was included - Expired</td>
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</table>

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUP19-00037</td>
<td>Conditional Use Modification to allow continued use of a temporary parking lot - Approved</td>
</tr>
<tr>
<td>CUP16-00025</td>
<td>Change of use to private school and temporary 2-year parking lot - Approved</td>
</tr>
<tr>
<td>DRH16-00364</td>
<td>Conditional Use for a Medical Lab - Approved</td>
</tr>
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</table>

3. 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>Specific Procedures: Development Agreements</td>
</tr>
<tr>
<td>11-03-04.3</td>
<td>Specific Procedures: Rezone</td>
</tr>
<tr>
<td>11-04-04</td>
<td>Office Districts</td>
</tr>
<tr>
<td>11-04-05</td>
<td>Commercial Districts</td>
</tr>
<tr>
<td>11-07-06.3</td>
<td>Central Business District Standards</td>
</tr>
</tbody>
</table>
4. Comprehensive & Master Plans

**Blueprint Boise (2011)**

<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 NAC1 and NAC1.3 Goal NAC2 Principle CC.1</td>
</tr>
<tr>
<td>Chapter 3: Community Structure and Design</td>
<td>Mixed Use Land Use Designation Principle GDP-MU.1(d) Principle GDP-MU.2(a) Principle GDP-MU.6(b)</td>
</tr>
<tr>
<td>Chapter 4: Downtown Planning Area Policies</td>
<td>Goal DT-CCN1 Goal DT-CCN 1.2 Goal DT-CCN 1.4 Goal DT-CCN 1.6 Goal DT-CCN 2.2 Goal DT-CCN 2.4 Goal DT-CCN 3</td>
</tr>
</tbody>
</table>

**River Street Master Plan (2017)**

<table>
<thead>
<tr>
<th>Pioneer District</th>
<th>Policies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Use &amp; Housing Policies</td>
<td>1 &amp; 5</td>
</tr>
<tr>
<td>Transportation Policies</td>
<td>1 &amp; 4</td>
</tr>
<tr>
<td>Economic Development Policies</td>
<td>1</td>
</tr>
</tbody>
</table>


5. Transportation Data

As detailed in their report, the Ada County Highway District (ACHD) approved the request as proposed but noted this is for a rezone only. Site specific conditions of approval will be established as part of future development applications. ACHD also noted that as part of any future development applications, the applicant would be required to take all access from Miller Street (Local) or the adjacent alleys rather than 11th Street (Collector).

<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>11th Street</td>
<td>110’</td>
<td>Collector</td>
<td>294</td>
<td>Better than “D”</td>
</tr>
<tr>
<td>Miller Street</td>
<td>345’</td>
<td>Local</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Acceptable level of service for a two-lane collector is “D” (425 VPH).
Conceptual plans north of Miller Street detail a 4-story residential structure with 30 to 36 units. Multi-Family (Low-rise) developments are estimated to generate 7.32 vehicle trips per day and 0.56 vehicle trips per hour in the PM peak hour per dwelling unit. This is based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition. The average daily traffic count for 11th Street south of Myrtle Street was 2,572 on August 9, 2018. There are no current traffic counts for Miller Street.

6. Analysis
The applicant requests a rezone from R-ODD (Residential Office with Downtown Design Review) to C-5DD/DA (Central Business with Downtown Design Review and a Development Agreement) generally located in the vicinity of Miller Street, Lee Street and 11th Street South. The original request was for 2.383 acres comprised of 13 parcels, shown in red hatching below, and was advertised as such for the neighborhood meeting and public hearing. However, on December 19, 2019, the applicant withdrew 8 parcels, shown in blue below, and the rezone request is only for 1.34 acres.

Surrounding Area
Existing uses on site include a temporary unimproved surface parking lot, a private school with an associated surface parking lot and three single-family residences. The site is approximately 320' south of Myrtle Street in the Pioneer Neighborhood, a primarily...
residential district with a wide range of housing types. The property includes frontages on Miller Street and South 11th Street. The request originally included several parcels on the north side of Lee Street. The applicant did not have specific redevelopment plans for these parcels and has since removed them from the request. Conceptual plans for the parcels on the north side of Miller Street envision a 4-story residential structure with 30 to 36 units ranging in size from 470 to 970 square feet each.

The Pioneer Neighborhood is a subdistrict of the broader River Street Neighborhood, all of which is within the River Myrtle Urban Renewal Area. The area has historically been an ethnically diverse, working-class neighborhood. The 2017 River Street Master Plan builds upon the historic function of the neighborhood by envisioning a walkable mixed-income residential district with an emphasis on workforce housing. The 2004 River Street-Myrtle Street Master Plan for the Urban Renewal District emphasizes relatively high density residential with a compact urban form. The underutilization of land in the form of surface parking lots, along with the neighborhood’s proximity to Downtown, the Boise River, and a variety of transportation options make the area uniquely poised for high density residential and mixed-use development as envisioned by the associated planning documents. The area for the proposed rezone is identified as an area of “Significant New Development/Redevelopment Anticipated” by Blueprint Boise in the Areas of Stability and Change Map.
**Proposed Rezone**

The subject site is designated “Mixed Use” on the Land Use Map. As stated in Blueprint Boise: “The General Mixed-Use land use category provides a foundation for Regional, Community, and Neighborhood Activity Center development. General Mixed-Use allows for a vertical or horizontal mix of uses, including residential.” The site is also in the Downtown Regional Activity Center where Blueprint Boise envisions large-scale employment and retail uses, high-density residential, and mixed-use development. The “Downtown Mixed Use” land use designation is directly across the street from the proposed rezone. Downtown has grown significantly over the past several years and the style of development anticipated for the Downtown Mixed Use land use designation makes sense for the proposed rezone area. Blueprint Boise explains that the Downtown Mixed Use designation “…is to reflect the significance of Downtown Boise’s role as the center of the community and region. It accommodates the broad range of conditions that exist in Downtown today and is intended to support adopted plans and policies for different neighborhoods and districts within the Downtown Planning Area.”

The vision for the area is further defined by the River Street-Myrtle Street Master Plan (adopted in 2004) and the River Street Master Plan (adopted in 2017). Both plans identify the area as preferred for a residential emphasis. The 2004 plan acknowledges the need for more density than allowed in the R-O zone with the following statement:

“The R-O zoning district also has a limit of 87.5 units per acre on residential uses. This density limit may need to be raised in the River-Myrtle planning area in order to improve the economic feasibility of building housing as land prices continue to rise here and throughout downtown. Raising densities will also most likely be needed to achieve the amount of housing desired.”

The more recent River Street Master Plan reiterates many of the same ideals of the River Street-Myrtle Street Master Plan and emphasizes a desire for mixed-income housing opportunities in the Pioneer Neighborhood.

While nearly every zoning district is permissible in the “Mixed Use” land use designation, only a few zones can support the broader goals of the Downtown Regional Activity Center and the associated River Street-Myrtle Street Master Plan for the Urban Renewal District. Of all the zones, C-5 is most appropriate as it allows for the mass density and uses desired for in the area. Most of the other allowable zones are less appropriate for urban development Downtown. The style of development allowed in the PC and office zones...
could be desirable, however density is limited and development must be setback from the front property line. The other commercial or "C" zones are problematic as they allow for several auto-oriented uses. The subject property is surrounded by R-O and C-5 zoning; of all of the allowable zones these are the most appropriate zones for the area as they ensure a higher-quality, urban design with a mix of uses intended for a downtown or downtown fringe environment.

The site is currently zoned R-ODD. The purpose of the R-O (Residential Office) zone is to provide a buffer between high-intensity commercial areas and higher density residential areas and to facilitate mixed-use developments. Adjacent parcels on the west side of 11th Street are zoned R-O and could seemingly be suitable for the area. However, Downtown Boise has grown over the last decade and the subject property is now on the edge of the downtown core as it is only 400’ south of the JUMP Development. In addition, C-5 zoning is adjacent to the property on the east side of 11th Street.

While R-O is permissible within the “Mixed Use” designation, there are restrictions with setbacks, height and density allowances. For example, due to increased setbacks the portion of the proposed rezone area north of Miller Street could only accommodate 28 units with the current R-O zone while the preliminary concept plan supports 38 units under C-5 zoning. The table below provides a comparison of these standards for the existing R-O and the proposed C-5 zone.

### Dimensional Standard Comparison

<table>
<thead>
<tr>
<th>Standard</th>
<th>Existing Zone</th>
<th>Proposed Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setbacks (Front and Street Side)</td>
<td>10-20’</td>
<td>0’</td>
</tr>
<tr>
<td>Density</td>
<td>87.1 per acre</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Height</td>
<td>65’ (45’ adjacent to single-family)</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Floor Area Ratio (Residential)</td>
<td>N/A</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Floor Area Ratio (Non-Residential)</td>
<td>N/A</td>
<td>4.0</td>
</tr>
</tbody>
</table>

The unrestricted floor area, density and zero setbacks on the front and street side of the C-5 zone are more conducive to mixed-use developments and allow for greater utilization of land. This style of development also allows for an urban streetscape that caters to the pedestrian experience as active uses are placed at the property line. The C-5 zone also allows for more commercial uses by right than the R-O zone. Multi-family
residential, hotels, retail, restaurants and office uses are allowed, subject only to Design Review. Furthermore, adherence to the Downtown Design Standards and C-5 development standards will ensure that the property develops with a pedestrian oriented design.

The proposed C-5 zone is intended to support the City’s Central Business District by providing the most compact and concentrated mixed-use development. To accommodate this type of development the zone does not limit residential density and requires minimal, if any, setbacks. The use allowances, unrestricted density, and setback standards associated with the proposed zone are consistent with the long-term vision for the subject property. Blueprint Boise, and both the River Street-Myrtle Street and River Street Master Plans include numerous policies supporting the change in zoning.

**Development Agreement**

One area of concern with a rezone to C-5 is the absence of a height limit. The applicant’s preliminary concept envisions 30 to 36 units in a four-story structure for the portion of the rezone area north of Miller Street, yet this concept is not binding and will likely change. Furthermore, there are no preliminary concepts for the portion of the requested rezone on the south side of Miller Street. Given that single family homes are in close proximity along Lee Street, the lack of height limits could cause compatibility concerns. Unlimited height is also inconsistent with the adopted master plans that envision structures of up to 6 stories in the district. The applicant has addressed this potential conflict with the inclusion of a development agreement that includes a 6-story height limit on the portion of the property north of Miller Street and 5-story height limit for the portion of the property on the south side of Miller Street. Given that single family homes are in close proximity along Lee Street, the lack of height limits could cause compatibility concerns. Unlimited height is also inconsistent with the adopted master plans that envision structures of up to 6 stories in the district. The applicant has addressed this potential conflict with the inclusion of a development agreement that includes a 6-story height limit on the portion of the property north of Miller Street and 5-story height limit for the portion of the property on the south side of Miller Street. The current R-O zone allows for 65’ in height but this is limited to 45’ when adjacent to a single-family use or zone, as is the case for much of the proposed rezone area. The proposed DA allows for an increase in height to what is currently allowed, but not an unlimited height as the C-5 zone would normally allow. The Planning Team finds these limitations to be appropriate as they align with the River Street-Myrtle Street Master Plan which calls for 6-story buildings in the area. The height is also comparable to nearby structures as the JUMP development is 9-stories in height and a 3-story structure is directly north of the proposed rezone area. Nearby buildings of a lower height are separated from the rezone request by an alley. Furthermore, several vacant parcels are in the proximity and are likely to develop to a similar height as that stipulated by the Development Agreement.
As detailed in the analysis, and the approval criteria below, the Planning Team is recommending approval of the requested rezone.

7. Approval Criteria

Rezone (Section 11-03-04.3.B(7))

i. Comply with and conform to the Comprehensive Plan

The rezone is in compliance with the Comprehensive Plan and both the River Street-Myrtle Street and River Street Master Plans. Blueprint Boise identifies the entire area for “Significant New Development/Redevelopment” and the property is designated “Mixed-Use” on the Land Use Map. The C-5 (Central Business District) is one of numerous permissible zones in this designation. Given the vision for this area to redevelop as a vibrant mix of uses, the C-5 zone is appropriate. Principles GDP-MU.1, GDP-MU.2, and IDP-MU.1 promote an active mix of uses in the Downtown Planning Area with an emphasis on high density residential. The setbacks and limit on residential density in the existing R-O zone are inconsistent with these policies.

The rezone is also supported by a number of policies and principles specific to the Downtown Planning Area. Policy DT-CCN 1.2 promotes a vibrant mix of uses that will ensure 24-hour activity. Principle DT-CCN 1.4 promotes urban building forms with buildings placed along the sidewalks. Goal DT-CCN 3 encourages redevelopment of surface parking lots and other underutilized properties. The C-5 District is more conducive to meeting these ideals than the existing R-O zone. It will accommodate mixed use development of a scale and intensity appropriate for this location.

Policy DT-CCN 1.1 directs the City to use adopted master plans to guide development. The property is within the boundaries of the River Street-Myrtle Street and River Street Master Plans. The rezone is consistent with each of these policy documents. The River Street-Myrtle Street Master Plan includes policy RS-3 which aims to establish a flourishing in-town, urban neighborhood with a wide range of housing choices in the River Street Neighborhood and the proposed rezone is intended to allow for a future high-density residential development. Furthermore, policy RS-5 encourages housing densities of 50 to 120 units per acre in order to create an urban level of intensity and to maximize the number of housing units developed in the River Street Neighborhood and the C-5 zone is most equipped to realize this goal. The plan also acknowledges that the R-O zone might not provide the density needed to achieve the amount of housing desired in the neighborhood. Similarly, the more recent River Street Master Plan’s land use and housing policies for the Pioneer Neighborhood state that new developments along the edge of the neighborhood should be encouraged to include neighborhood serving retail uses. The proposed development is on the edge of the neighborhood and C-5 is more
conducive to mixed-use developments which could include retail. Plan policies also envision a walkable mixed income residential district and the proposed development is intended for a high density residential that would be made to be pedestrian friendly through the downtown design standards.

**ii. Is in the best interests of the public convenience and general welfare.**

The rezone is in the best interest of the public. The one area for potential concern with the rezone from a public perspective is building height. This has been addressed with a scaled down height limit included in the development agreement. The property is currently zoned R-O (Residential Office). This zone is typically more appropriate in locations where setbacks, height, density, and certain uses need to be restricted to ensure a proper transition into adjacent neighborhoods. These protections are generally unnecessary in this location. The property is within the Downtown Planning Area where urban form and mixed-use developments are expected. The JUMP development is only 400' to the north and high-density residential developments are nearby. Further, placing excessive restrictions on the use and form of development in this location could preclude the form and intensity of development envisioned for this area. It is in the best interest of the general public to maximize development potential in this location. The property is within walking distance of countless amenities and employment opportunities. Further, all infrastructure necessary to serve the site is readily available. Accommodating dense, urban development in this location will reduce impacts on the transportation system and other infrastructure. In turn, this will have a positive environmental impact by reducing vehicle miles traveled and associated emissions.

**iii. Maintain and preserve compatibility of surrounding zoning and development.**

The rezone is compatible with existing uses and zoning in the area. The site abuts the existing Central Business District (C-5 Zone) to the east and is otherwise surrounded by R-O (Residential Office) zoning. Uses in the area include a diverse mix of residential, office, warehouse, and retail. The JUMP development, Boise River, and Grove Plaza are also within a few blocks of the site. There are a number of undeveloped and underutilized properties in the area that are likely to redevelop. This includes a number of both temporary and permanent surface parking lots. The range of uses allowed in the proposed zone is consistent with the long-term vision for the area.

The R-O and C-5 zones allow many of the same uses. Both zones support a diverse mix of uses, including residential, office, and commercial. The C-5 zone simply allows many of them at an intensity/density promoted by the adopted plans for the area. The dimensional standards of the proposed zone are also consistent with surrounding development. Many of the existing buildings in the vicinity are located immediately adjacent to the public right-of-way, as you would expect in an urban setting. The C-5 zone will allow new buildings to be placed in a similar manner,
whereas the existing zone requires them to be setback from the property line 10 feet. These increased setbacks are inconsistent with the long-term vision for the area. As previously discussed, the development agreement includes a 6-story height limit on the north side of Miller street and a 5-story height limit on the south side of Miller Street. This restriction, when combined with parking requirements will ensure the intensity of development does not exceed an appropriate level for the neighborhood. Lastly, any proposed development will also be required to be reviewed by the Design Review Committee to ensure compatibility with surrounding development and adherence to the Downtown Design Guidelines.

8. Recommended Conditions of Approval

1. The following Development Agreement requirements shall be met:

a. Upon approval of the zoning, 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 zoning, 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. Any future development shall comply with the Boise City Development Code and shall obtain all required permits.

d. The DA shall include the following conditions:
   i. Height limit of 6-stories for parcels on the north side of Miller Street
   ii. Height limit of 5-stories for parcels on the south side of Miller Street
Project/File: 11st Street Rezone/ BOI19-0389/ CAR19-00027
This is a rezone application to allow 1.4 acres to be rezoned from R-ODD to C-5DD.

Lead Agency: City of Boise

Site address: Properties along Miller Street, Lee Street and 11th Street: 431, 433, 511 S. 11th Street; 1100 & 1151 W. Miller Street; 1100, 1120, 1118, 1116, 1114, 1108 & 1110 W. Lee Street

Staff Approval: December 27, 2019

Applicant: Brandon Whallon
Hawkins Companies
855 Broad Street, Suite 300
Boise, ID 83702

Representative: Same as above

Staff Contact: Paige Bankhead
Phone: 387-6293
E-mail: pbankhead@achdidaho.org

A. Findings of Fact

1. Description of Application: The applicant is requesting approval to rezone multiple properties that total 1.4 acres from Residential Office with Downtown Design Review (R-ODD) to Central Business District with Downtown Design Review (C-5DD) to construct multi-family housing that would exceed design standards within the R-ODD zone district.

   The City of Boise Comprehensive Plan designates this area as Mixed-Use.

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>Medical Clinic – Residential Office with Downtown Design Review</td>
<td>R-ODD</td>
</tr>
<tr>
<td>South</td>
<td>Residential Office with Downtown Design Review</td>
<td>R-ODD</td>
</tr>
<tr>
<td>East</td>
<td>Central Business District with Downtown Design Review</td>
<td>C-5DD</td>
</tr>
<tr>
<td>West</td>
<td>Multi-Family Housing - Residential Office with Downtown Design Review</td>
<td>R-ODD</td>
</tr>
</tbody>
</table>

3. Site History: ACHD has not previously reviewed this site for a development application.

4. Transit: Transit services are available via Route 5 to the south of the site.

5. New Center Lane Miles: The proposed development includes 0.0 centerline miles of new public road.
6. **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.

7. **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. The following table includes trip generation rates for anticipated land uses, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Unit of Measurement</th>
<th>Average Daily Trips</th>
<th>PM Peak Hour Trip Generation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Housing (1-2 stories)</td>
<td>Per Dwelling Unit</td>
<td>7.32</td>
<td>0.56</td>
</tr>
</tbody>
</table>

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>11th Street</td>
<td>225-feet</td>
<td>Collector</td>
<td>294</td>
<td><em>Better than “D”</em></td>
</tr>
<tr>
<td><strong>Miller Street</strong></td>
<td>345-feet</td>
<td>Local</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Lee Street</strong></td>
<td>250-feet</td>
<td>Local</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

   * Acceptable level of service for a two-lane collector is “D” (425 VPH).
   ** ACHD does not have traffic counts at this time for these 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 11th Street south of Myrtle Street was 2,572 on 08/09/18.

**C. Findings for Consideration**

   This application is for rezone only. Listed below are some findings for consideration that the District may identify when it reviews a future development application. The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. **11th Street**
   a. **Existing Conditions:** 11th Street is improved with 2-travel lanes, vertical curb, gutter, and 5-foot to 7-foot wide detached sidewalk abutting the site. There is 80-feet of right-of-way for 11th Street (40-feet from centerline).
   b. **Policy:**
Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District’s planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

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.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of 11th Street is designated in the MSM as a Town Center Collector with 2-lanes and on-street parking and bike lanes, a 36-foot street section within 54-feet of right-of-way.

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. Staff Comments/Recommendations: 11th Street is already improved with 2-travel lanes, vertical curb, gutter, 6 to 7-foot wide landscape strip and detached 5 to 7-foot wide concrete sidewalk. Therefore, no additional street improvements or right-of-way dedication should be required as part of a future development application.

Consistent with ACHD’s Minor Improvement Policy, the applicant should be required to replace any broken to deteriorated portions of curb, gutter, and sidewalk abutting the site.

2. Miller Street
a. Existing Conditions: Miller Street is improved with 2 travel lanes, curb, gutter, and 6-foot wide detached sidewalk. There is 60-feet of right-of-way for Miller Street (30-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.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-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 50-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. Staff Comments/Recommendations: Miller Street is already improved with 2 travel lanes, vertical curb, gutter, 6 to 7-foot wide landscape strip and 6-foot wide detached concrete sidewalk. Therefore, no additional improvements or right-of-way dedication should be required as part of a future development application.
3. **Lee Street**
   a. **Existing Conditions:** Lee Street is improved with 2 travel lanes, curb, gutter, and 6-foot wide detached concrete sidewalk. There is 63-feet of right-of-way for Lee Street (31-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. **Staff Comments/Recommendations:** Lee Street is already improved with 2 travel lanes, vertic}

al curb, gutter, 6 to 7-foot wide landscape strip and 6-foot wide detached concrete sidewalk. Therefore, no additional improvements or right-of-way dedication should be required as part of a future development application. 

Consistent with ACHD’s Minor Improvement Policy, the applicant should be required to replace any broken to deteriorated portions of curb, gutter, and sidewalk abutting the site.

4. **Alleys**

   a. **Existing Conditions:** There is an approximately 10-foot wide existing paved alley within 15-feet of right-of-way extending through the site from Ash Street to 11th Street between Miller Street and Lee Street. There is an approximately 10-foot wide existing dead-end paved alley within 16-feet of right-of-way that takes access from Miller Street which abuts a portion of the site to the north.

   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.

      **Alley Parking & Setbacks Policy:** District Policy 7210.3.3 states that parking within the alley right-of-way is prohibited. “No Parking” signs are required to be installed by the developer. The signs should be located at the alley/street intersections. Parking which is entered from the alley shall be designed so the minimum clear distance from the back of the parking stall to the opposite side of the alley is 20-feet for all perpendicular parking.

      Setbacks for structures taking access from the alley should be closely coordinated with the lead land use agency. The setbacks shall either discourage parking within the alley (where it may partially block or occur within the right-of-way) or allow adequate area for one perpendicular parking pad. In order to discourage parking, building setbacks shall be minimal from the alley right-of-way line, while still achieving the required 20-feet of back-up space from a garage or other parking structure to the opposite side of the alley (i.e. 4-foot setback + 16-foot alley= 20-feet for back-up space).

      **Vacations of Alleys Policy:** District Policy 7210.3.6 states that vacations of alley right-of-way are discouraged and shall not result in dead-end alleys.

   c. **Staff Comments/Recommendations:** As part of a future development application for the alley that extends through the site from 11th Street to Ash Street, the applicant should be required to dedicate additional right-of-way to total 8-feet from centerline abutting the site(s) for residential uses, and/or 10-feet for non-residential or commercial uses, as well as pave the entire width and length of the alley abutting the site(s) as necessary.

      They alley abutting the property to the northwest that takes access from Miller Street is already improved with 10-feet of pavement and 16-feet of right-of-way (8-feet from centerline). If the property will remain as residential, no additional right-of-way dedication or paving should be required as part of a future development application. If there will be non-residential or commercial uses for the site(s), the applicant should be required to dedicate 10-feet of right-of-way from centerline abutting the site(s) and pave the entire width and length of the alley abutting the site(s) as necessary.

5. **Driveways**
5.1 11th Street

a. **Existing Conditions:** There are no existing driveways onto 11th Street.

b. **Policy:**

   **Access Policy:** District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

   District Policy 7206.1 states that the primary function of a collector is to intercept traffic from the local street system and carry that traffic to the nearest arterial. A secondary function is to service adjacent property. **Access will be limited or controlled.** Collectors may also be designated at bicycle and bus routes.

   **Driveway Location Policy (Signalized Intersection):** District policy 7206.4.3 requires driveways located on collector roadways near a signalized intersection to be located outside the area of influence; OR a minimum of 440-feet from the signalized intersection for a full-access driveway and a minimum of 220-feet from the signalized intersection for a right-in/right-out only driveway. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

   **Driveway Location Policy (Stop Controlled Intersection):** District policy 7206.4.4 requires driveways located on collector roadways near a STOP controlled intersection to be located outside of the area of influence; OR a minimum of 150-feet from the intersection, whichever is greater. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

   **Successive Driveways:** District policy 7206.4.5 Table 1, requires driveways located on collector roadways with a speed limit of 25 MPH and daily traffic volumes greater than 100 VTD to align or offset a minimum of 245-feet from any existing or proposed driveway.

   **Driveway Width Policy:** District policy 7206.4.6 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

   **Driveway Paving Policy:** Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7206.4.6, 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 and install pavement tapers in accordance with Table 2 under District Policy 7206.4.6.

c. **Staff Comments/Recommendations:** 11th Street is classified as a collector street. ACHD policy states that if a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. The site(s) have access to Miller Street and Lee Street which are classified as local streets, as well as an alley. Therefore, as part of a future development application, the applicant should be required to take access from Miller Street, Lee Street or the alley, which are classified lesser than a collector street.

5.2 Miller Street and Lee Street

a. **Existing Conditions:** There are currently no driveways from the properties onto Miller or Lee Street.

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. Staff Comments/Recommendations: The future development application will be subject to the District policies listed above.

6. Tree Planters
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.

8. Other Access
Miller Street is classified as a Collector roadway. Direct lot access is prohibited to these roadways and will be noted on any future plats.

D. Site Specific Conditions of Approval
This application is for a rezone only. Site specific conditions of approval will be established as part of the future development application.

1. Payment of impact fees is due prior to issuance of a building permit.
2. Comply with all Standard Conditions of Approval.

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

VICINITY MAP
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.
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.
The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of Communities in Motion 2040 2.0 (CIM 204) the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

**Development Name:** Lee Street Rezone  
**Agency:** Boise  
**CIM Vision Category:** Downtowns

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>New households:</td>
<td>TBD</td>
</tr>
<tr>
<td>New jobs:</td>
<td>TBD</td>
</tr>
<tr>
<td>Exceeds CIM forecast:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**CIM Corridor:** None  
**Pedestrian level of stress:** N/A  
**Bicycle level of stress:** N/A

**Housing within 1 mile:** 6,420  
**Jobs within 1 mile:** 43,100  
**Jobs/Housing Ratio:** 6.7

**Nearest police station:** 4.0 miles  
**Nearest fire station:** 0.5 miles

**Farmland consumed:** No  
**Farmland within 1 mile:** 0 acres

**Nearest bus stop:** 0.2 miles  
**Nearest public school:** 0.3 miles  
**Nearest public park:** 0.2 miles  
**Nearest grocery store:** 0.5 miles

**Level of Stress** considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.

**A good jobs/housing balance**—a ratio between 1 and 1.5—reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.

**Developments** within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.

**Farmland** contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.

**Residents** who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

**Recommendations**

The proposal for a rezone to C-5DD would enable the applicant to construct multi-family housing exceeding the setbacks and building height requirements. In downtown areas, Communities in Motion 2040 2.0 supports, “highest densities and land-use mix, including housing, office, and retail jobs. Downtowns typically are centers for culture and activity.” As there are over 43,000 jobs within one mile, this project would help provide additional housing in an area which is within a walkable distance to downtown employment, Boise State University, and other key locations. The proposal is nearby several existing and proposed bus routes which will provide opportunities for shorter vehicular trips and more non-motorized trips. Please coordinate with Valley Regional Transit on bus stop design and amenities that would accommodate future service.

More information about COMPASS and Communities in Motion 2040 2.0:

Web: [www.compassidaho.org](http://www.compassidaho.org)  
Email: [info@compassidaho.org](mailto:info@compassidaho.org)  
Date: November 29, 2019

To: Planning and Development Services

From: Mike Sheppard P.E., Civil Engineer II
Public Works Department

Subject: CAR19-00027; 431 S. 11th Street; Sewer Comments

Upon development of the property, connection to central sanitary sewer is required. Sewers are available in alley and W. Myrtle Street.

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: Karla Nelson
Planning and Development Services

FROM: Ron Johnson
Boise Fire Department

DATE: 12/30/2019

RE: CAR19-00027

FIRE DEPARTMENT COMMENTS:

Boise Fire Department has reviewed the application to rezone the property at 431 S. 11th St. from R-ODD to C-5DD and has no objection. The proposed 4 story design will need to accommodate for Aerial Fire Apparatus Access.

Please contact me at 208-570-6571 with any questions.