CITY COUNCIL
AGENDA
CITY OF BOISE

Regular Evening Meeting

Tuesday, March 10, 2020
6:00 PM

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

MAYOR
Lauren McLean

CITY COUNCIL MEMBERS

Council President
Elaine Clegg

Council Member
Patrick Bageant

Council Member
Lisa Sánchez

Council President Pro Tem
Holli Woodings

Council Member
Jimmy Hallyburton

Council Member
TJ Thomson

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. REQUEST FOR APPROVAL

1. City Council Minutes - Work Session - Mar 3, 2020 4:00 PM
2. City Council Minutes - Regular Evening Meeting - Mar 3, 2020 6:00 PM
3. City Council Minutes - Special Day Meeting - Mar 6, 2020 12:30 PM

V. SPECIAL BUSINESS

NO SPECIAL BUSINESS SCHEDULED.

VI. CONSENT AGENDA

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

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

*A. Expenses

*1. Request for approval of the Boise City checks 504107-504421 and ACH 61995-62071 in the total amount of $3,445,653.86 as of February 13, 2020.

*2. Request for approval of the Boise City checks 504665-504935 and ACH 62136-62204 in the total amount of $6,074,835.19 as of February 27, 2020.
*B. Public Hearing Requests*

*1.* The City Clerk requests CUP20-00008 / Jacque Gingerich / 10201 & 10257 W Shields Ave / Modification to a previously approved conditional use permit for a special exception to operate a landscaping business on approximately 2.08 acres in a R-1C (Single Family Residential) zone be scheduled in Council Chambers on April 7, 2020.

*2.* The City Clerk requests ZOA19-00006 / Boise City Planning and Development Services / Amendment to Chapter 11-08 (Flood Hazard Regulations) of the development code to add definitions, reference an updated Flood Insurance Study, update and clarify existing regulations. A requirement for increased freeboard above the base flood elevation is included be scheduled in Council Chambers on April 14, 2020.

*C. Minutes and Reports*

*1.* Treasury Report January 2020

*D. Resolutions*

*1.* RES-91-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-168 GOLDA HARRIS RESERVE BRIDGE & OVERLOOK BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND TDX POWER SERVICES, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*2.* RES-92-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 19-185 HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION DEPARTMENT) AND THE TENNIS & TRACK COMPANY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*3.* RES-93-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-188; OVERHEAD STREET LIGHT REPLACEMENT W/LED FIXTURES - 2020, CLP 199, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND ALLOWAY ELECTRIC CO., INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.
*4. RES-94-20  A RESOLUTION APPROVING A UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND LIONWOOD PROPERTIES, LLC FOR A SEWER EASEMENT FOR A PORTION OF THE SEWER LINE LOCATED OUTSIDE SUBDIVISION PLAT, DRI-1890; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID UTILITY EASEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*5. RES-95-20  A RESOLUTION APPROVING A GROUP SPORTS RESERVATION AND LICENSING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND EAST BOISE YOUTH BASEBALL AND SOFTBALL, 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.

*6. RES-96-20  A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-242 FIRE PROTECTIVE GEAR BETWEEN THE CITY OF BOISE CITY (FIRE DEPARTMENT) AND MUNICIPAL EMERGENCY SERVICES OFF OF NPPGOV CONTRACT NUMBER 0000168; AND PROVIDING AN EFFECTIVE DATE.

*7. RES-97-20  A RESOLUTION AGREEING AND CONSENTING TO A LANDLORD'S RELEASE AGREEMENT FOR THE BENEFIT OF T BANK, N.A. AS LENDOR AND IDAHO CDL TRAINING, LLC, THE LESSEE IN A GROUND LEASE AGREEMENT WITH THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AS BORROWER; AGREING TO A SECURITY INTEREST IN COLLATERAL STORED UPON THE LEASED PREMISES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID LANDLORD'S RELEASE AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

*8. RES-98-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 18-201(C), MIS. A.V. SERVICES, BETWEEN THE CITY OF BOISE (INFORMATION TECHNOLOGY) AND NEURILINK; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY
EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*9. RES-99-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 18-201(A), MISC. A.V. SERVICES, BETWEEN THE CITY OF BOISE CITY (INFORMATION TECHNOLOGY) AND COMPUNET, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-100-20 A RESOLUTION APPROVING THE RENEWAL OF RFQ 17-168 (A), FABRICATION AND INSTALLATION OF INTERPRETIVE SIGNS, BETWEEN THE CITY OF BOISE CITY (ARTS AND HISTORY) AND ADVANCED SIGN, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*E. Subdivisions - Final Plats/Time Extensions

*1. Blanche Subdivision, SUB20-00003, Boise City Final Plat, (SUB20-00003 / Blanche Subdivision / Two Dogs, LP / 1400, 1404, and 1408 N Liberty St / Final plat for a residential subdivision comprised of 8 buildable lots on 1.85 acres located in a R-3D (Multi-Family Residential with Design Review Overlay) zone.)

*2. Eyrie Canyon Subdivision No. 11, SUB17-00053, Boise City Time Extension, (SUB17-00053 / Eyrie Canyon Subdivision No. 11 / KM Engineering / 4380 N Eyrie Way / Request for a one-year time extension for filing a final plat for a residential subdivision on property located south of the Eyrie Way/Villa Ridge Way intersection, within the R-1A (Single Family Residential) and A-1 (Open Land) zones.)
VII. ORDINANCES

A. First Reading

1. ORD-10-20 AN ORDINANCE AMENDING BOISE CITY CODE TITLE 3, LICENSES AND PERMITS, TO ENACT A NEW CHAPTER 18, ENTITLED "NEWS RACKS"; SETTING FORTH THE AUTHORITY, PURPOSE, AND INTENT TO CREATE SUCH LICENSE AND FEES; INCORPORATING EXISTING GENERAL LICENSING PROVISIONS; SETTING FORTH GENERAL PROVISIONS INCLUDING THE DEFINITION OF KEY TERMS; REQUIRING A LICENSE; ESTABLISHING FIXED PEDESTAL ZONES; PROVIDING IMPLEMENTATION PROCEDURES; DETAILING NUISANCE AND NON-USE PROCEDURES; PROVIDING OBLIGATIONS OF LICENSEES; INCORPORATING EXISTING DENIAL, REVOCA TION, SUSPENSION, REVIEW, AND PENALTY PROCEDURES; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

B. Second 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.

**C. Third Reading**

NO ORDINANCES SCHEDULED FOR THE THIRD READING CALENDAR.

**VIII. UNFINISHED BUSINESS**

NO UNFINISHED BUSINESS SCHEDULED.

**IX. NEW BUSINESS**

**A. Public Hearings**

1. CAR19-00022 / SU Architecture / 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.

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

**X. ADJOURNMENT**
### LEGEND:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCC</td>
<td>Boise City Code</td>
</tr>
<tr>
<td>CAA</td>
<td>Daycare, Grandfather Rights, Fence, Home Occupation, Variance, Staff Level Expansions</td>
</tr>
<tr>
<td>CAR</td>
<td>Annexations/Rezones</td>
</tr>
<tr>
<td>CFR</td>
<td>Floodplain/Hillsides</td>
</tr>
<tr>
<td>CLP</td>
<td>City Lighting Project</td>
</tr>
<tr>
<td>CF</td>
<td>Comprehensive Plan</td>
</tr>
<tr>
<td>CSN</td>
<td>Sign Applications</td>
</tr>
<tr>
<td>CSP</td>
<td>City Sewer Project</td>
</tr>
<tr>
<td>CUP</td>
<td>Conditional Use/Modifications</td>
</tr>
<tr>
<td>CZC</td>
<td>Zoning Certificates, Zoning Letters</td>
</tr>
<tr>
<td>DRH</td>
<td>Design Review/Modifications</td>
</tr>
<tr>
<td>DRI</td>
<td>Design Review Inspection (Sewers)</td>
</tr>
<tr>
<td>F/B</td>
<td>Formal Bid</td>
</tr>
<tr>
<td>GEO</td>
<td>Geothermal</td>
</tr>
<tr>
<td>LID</td>
<td>Local Improvement District</td>
</tr>
<tr>
<td>RPP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>RSP</td>
<td>Rehabilitation Sewer Project</td>
</tr>
<tr>
<td>V</td>
<td>Variance</td>
</tr>
<tr>
<td>EO</td>
<td>Zoning Ordinance Amendment</td>
</tr>
</tbody>
</table>

### ZONING DESIGNATION:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Open Land</td>
</tr>
<tr>
<td>CD</td>
<td>Conservation District Overlay</td>
</tr>
<tr>
<td>D</td>
<td>Design Review</td>
</tr>
<tr>
<td>DD</td>
<td>Downtown Design Review Overlay</td>
</tr>
<tr>
<td>BD</td>
<td>Historic Design Review Overlay</td>
</tr>
<tr>
<td>C-1</td>
<td>Neighborhood Commercial</td>
</tr>
<tr>
<td>C-2</td>
<td>General Commercial</td>
</tr>
<tr>
<td>C-3</td>
<td>Service Commercial</td>
</tr>
<tr>
<td>C-4</td>
<td>Planned Commercial</td>
</tr>
<tr>
<td>C-5</td>
<td>Central Business District</td>
</tr>
<tr>
<td>H</td>
<td>Historic Overlay</td>
</tr>
<tr>
<td>H-S</td>
<td>Health Service</td>
</tr>
<tr>
<td>L-0</td>
<td>Limited Office</td>
</tr>
<tr>
<td>M-1</td>
<td>Light Industrial</td>
</tr>
<tr>
<td>M-2</td>
<td>Heavy Industrial</td>
</tr>
<tr>
<td>M-4</td>
<td>Planned Industrial</td>
</tr>
<tr>
<td>N-0</td>
<td>Neighborhood Office</td>
</tr>
<tr>
<td>PC</td>
<td>Pedestrian Commercial</td>
</tr>
<tr>
<td>R-1</td>
<td>Single Family Residential</td>
</tr>
<tr>
<td>R-2</td>
<td>Combined Residential</td>
</tr>
<tr>
<td>R-3</td>
<td>Multi-Family Residential</td>
</tr>
<tr>
<td>R-0</td>
<td>Residential Office</td>
</tr>
<tr>
<td>T-1</td>
<td>Technological-Industrial Park</td>
</tr>
<tr>
<td>T-2</td>
<td>Technological-Manufacturing Park</td>
</tr>
<tr>
<td>U</td>
<td>University</td>
</tr>
</tbody>
</table>

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

### RECONSIDERATION OF VOTE

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

PRESENT: McLean (4:00 PM - 5:04 PM), Clegg (Remote – Telephonic, 4:03 PM - 4:51 PM), Woodings, Bageant, Hallyburton, Thomson
ABSENT: Sánchez

Motion to approve the amended agenda that was previously posted today. Specifically, the agenda has been re-ordered to list Executive Session as the first item, and approval of the Arts’ item has been added.

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

II. Work Session Items

1. 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 personnel item was discussed from 4:04 pm - 4:40 pm. The real property item was discussed from 4:41 pm - 4:53 pm.

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

Return to the Work Session meeting.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council President Pro Tem
SECONDER: TJ Thomson, Council Member
AYES: Clegg, Woodings, Bageant, Hallyburton, Thomson
ABSENT: Sánchez

2. FY 20 Public Art Update (15 min)
   Presenter: Karl LeClair, Arts and History

RESULT: APPROVED [UNANIMOUS]
MOVER: TJ Thomson, Council Member
SECONDER: Patrick Bageant, Council Member
AYES: Woodings, Bageant, Hallyburton, Thomson
ABSENT: Clegg, Sánchez

3. Water Renewal Utility Plan (30 min)
   Presenter: Steve Burgos, Public Works

RESULT: DISCUSSED

III. Adjournment

   Motion to adjourn the City Council meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: TJ Thomson, Council Member
SECONDER: Patrick Bageant, Council Member
AYES: Woodings, Bageant, Hallyburton, Thomson
ABSENT: Clegg, Sánchez
I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

PRESENT:  McLean, Clegg (Remote - Telephonic), Woodings, Bageant, Hallyburton, Thomson
ABSENT:  Sánchez

Motion to approve the amended agenda that was previously posted today. Specifically, Mayor McLean’s appointment to the CCDC Board of Commissioners will be for the unexpired term ending April 30, 2021; and several travel requests were removed because the travel was cancelled.

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

IV. REQUEST FOR APPROVAL

1.  City Council - Regular Day Meeting - Feb 25, 2020 12:00 PM

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

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

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

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

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

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

4. FY 2019 Comprehensive Annual Financial Report

Steve Allison and Sabrina Peterson, Department of Finance and Administration presented the item to Council.

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

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

*  *****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. 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)

*2. PUD19-00042 / Mare Humeeston & 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

*3. 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/acres) zone to a R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) zone

*4. 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

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 ST., BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

VII. ORDNANCES

A. FIRST READING

Moved that all ordinances on first reading be read by number and title only and filed for the Second Reading Calendar.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council President Pro Tem
SECONDER: TJ Thomson, Council Member
AYES: Clegg, Woodings, Bageant, Hallyburton, Thomson
ABSENT: Sánchez

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.

RESULT: FIRST READ Next: 3/10/2020 6:00 PM

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.

RESULT: FIRST READ Next: 3/10/2020 6:00 PM

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.

RESULT: FIRST READ Next: 3/10/2020 6:00 PM

B. THIRD READING

Moved that further reading of ORD-6-20 be dispensed with and the record show that it has been read the third time in full.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council President Pro Tem
SECONDER: TJ Thomson, Council Member
AYES: Clegg, Woodings, Bageant, Hallyburton, Thomson
ABSENT: Sánchez

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

VIII. UNFINISHED BUSINESS

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 Struburek Subdivision on 0.85 acres in a R-1C (Single-Family Residential) zone.)

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

Applicant was present and stated that incorrect information was provided to Council.
RESULT: DEFERRED [UNANIMOUS]  
MOVER: Holli Woodings, Council President Pro Tem  
SECONDER: TJ Thomson, Council Member  
AYES: Clegg, Woodings, Bageant, Hallyburton, Thomson  
ABSENT: Sánchez

Next: 3/17/2020 6:00 PM

B. PUBLIC HEARINGS

1. News Rack Fee & Ordinance (15 min)  
Presenter: Tyler Johnson, Department of Finance and Administration  
Greg Lewer, 9837 W. Caraway Court, Boise, ID testified on the item.

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

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).

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

Brandon Whallon, Applicant, 855 W. Broad Street, Boise, ID testified on the item.

Brian Amberg, 515 S. 14th Street, Boise ID; and Leon Scott, 2218 W. State Street, Boise, ID testified on the item.

Motion made by Council Member Bageant, seconded by Council Member Hollyburton to deny the application. Motion failed.

RESULT: DEFEATED

Motion to defer rezone for conversation about taking the southern portion out of the rezone and solidifying the Development Agreement on the northern portion.

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

X. ADJOURNMENT
Motion to adjourn the City Council meeting.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Holli Woodings, Council President Pro Tem</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>TJ Thomson, Council Member</td>
</tr>
<tr>
<td>AYES:</td>
<td>Clegg, Woodings, Bageant, Hallyburton, Thomson</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Sánchez</td>
</tr>
</tbody>
</table>

APPROVE:

Lauren McLean, Mayor

ATTEST:

Lynda Lowry, Ex-Officio City Clerk
I. ROLL CALL

PRESENT:  McLean, Clegg (Remote - Telephonic), Woodings, Bageant (Remote - Telephonic), Hallyburton, Sánchez, Thomson
ABSENT:

II. WORK SESSION ITEMS

1. Executive Session: Discussion regarding personnel matter pursuant to Idaho Code Section 74-206(1)(b).

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

Council discussed the personnel item from 12:31 pm to 12:41 pm.

Moved into the Council Special Day meeting.

RESULT:  APPROVED [UNANIMOUS]
MOVER:   Lisa Sánchez, Council Member
SECONDER: TJ Thomson, Council Member
AYES:     Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

2. Personnel Matter - Action Item

No Action Taken.

III. ADJOURNMENT

Seeing that there is no longer a personnel item before us, I move that we adjourn this meeting of the Boise City Council.
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Holli Woodings, Council President Pro Tem</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>TJ Thomson, Council Member</td>
</tr>
<tr>
<td>AYES:</td>
<td>Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson</td>
</tr>
</tbody>
</table>
## CURRENT EXPENSE CASH PAYMENT REGISTER

### 02/13/20

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check/ACH</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA COUNTY HIGHWAY DISTRICT</td>
<td>61995</td>
<td>2/13/2020</td>
<td>2,124.57</td>
</tr>
<tr>
<td>AHJ ENGINEERS</td>
<td>61996</td>
<td>2/13/2020</td>
<td>2,530.00</td>
</tr>
<tr>
<td>AIR QUALITY BOARD</td>
<td>61997</td>
<td>2/13/2020</td>
<td>17.50</td>
</tr>
<tr>
<td>ALLIED UNIVERSAL</td>
<td>61998</td>
<td>2/13/2020</td>
<td>18,248.26</td>
</tr>
<tr>
<td>AMERICAN CLEANING SERVICE</td>
<td>61999</td>
<td>2/13/2020</td>
<td>395.00</td>
</tr>
<tr>
<td>AMERIGAS PROPANE</td>
<td>62000</td>
<td>2/13/2020</td>
<td>449.47</td>
</tr>
<tr>
<td>ANIMAL SPECIALTIES</td>
<td>62001</td>
<td>2/13/2020</td>
<td>112.13</td>
</tr>
<tr>
<td>ANNAS CONSULTANTS</td>
<td>62002</td>
<td>2/13/2020</td>
<td>4,563.57</td>
</tr>
<tr>
<td>APEX INTEGRATED SECURITY S</td>
<td>62003</td>
<td>2/13/2020</td>
<td>6,346.30</td>
</tr>
<tr>
<td>ASFT</td>
<td>62004</td>
<td>2/13/2020</td>
<td>1,180.00</td>
</tr>
<tr>
<td>ATS FACILITY SYSTEMS</td>
<td>62005</td>
<td>2/13/2020</td>
<td>100.00</td>
</tr>
<tr>
<td>AUTUMNGOLD SENIOR SERVICES</td>
<td>62006</td>
<td>2/13/2020</td>
<td>145,660.33</td>
</tr>
<tr>
<td>BENJAMIN GIRA</td>
<td>62007</td>
<td>2/13/2020</td>
<td>599.00</td>
</tr>
<tr>
<td>BENS AUTO GLASS</td>
<td>62008</td>
<td>2/13/2020</td>
<td>90.00</td>
</tr>
<tr>
<td>BOISE CITY INTERMOUNTAIN C</td>
<td>62009</td>
<td>2/13/2020</td>
<td>286,304.33</td>
</tr>
<tr>
<td>BOISE VALLEY TOWING</td>
<td>62010</td>
<td>2/13/2020</td>
<td>273.00</td>
</tr>
<tr>
<td>BONNEVILLE BLUEPRINT SUPPL</td>
<td>62011</td>
<td>2/13/2020</td>
<td>1,002.83</td>
</tr>
<tr>
<td>BUSINESS INTERIORS OF IDAH</td>
<td>62012</td>
<td>2/13/2020</td>
<td>21,326.34</td>
</tr>
<tr>
<td>CDW GOVERNMENT</td>
<td>62013</td>
<td>2/13/2020</td>
<td>42.44</td>
</tr>
<tr>
<td>CH2M HILL ENGINEERS</td>
<td>62014</td>
<td>2/13/2020</td>
<td>6,600.19</td>
</tr>
<tr>
<td>CLEARVIEW CLEANING SERVICE</td>
<td>62015</td>
<td>2/13/2020</td>
<td>37,140.00</td>
</tr>
<tr>
<td>CO ENERGY</td>
<td>62016</td>
<td>2/13/2020</td>
<td>4,097.46</td>
</tr>
<tr>
<td>COMPUNET</td>
<td>62017</td>
<td>2/13/2020</td>
<td>95,661.88</td>
</tr>
<tr>
<td>CUTTING EDGE SERVICES</td>
<td>62018</td>
<td>2/13/2020</td>
<td>1,634.25</td>
</tr>
<tr>
<td>DAC SYSTEMS</td>
<td>62019</td>
<td>2/13/2020</td>
<td>645.54</td>
</tr>
<tr>
<td>DANIEL OLSON</td>
<td>62020</td>
<td>2/13/2020</td>
<td>290.00</td>
</tr>
<tr>
<td>DELL MARKETING LP</td>
<td>62021</td>
<td>2/13/2020</td>
<td>2,526.34</td>
</tr>
<tr>
<td>DIG LINE</td>
<td>62022</td>
<td>2/13/2020</td>
<td>1,024.58</td>
</tr>
<tr>
<td>DIVERSIFIED SYSTEMS</td>
<td>62023</td>
<td>2/13/2020</td>
<td>127.35</td>
</tr>
<tr>
<td>DONE RITE TREE COMPANY</td>
<td>62024</td>
<td>2/13/2020</td>
<td>20,000.00</td>
</tr>
<tr>
<td>Dubois Chemicals</td>
<td>62025</td>
<td>2/13/2020</td>
<td>8,453.91</td>
</tr>
<tr>
<td>EMERGENCY RESPONDER SERVIC</td>
<td>62026</td>
<td>2/13/2020</td>
<td>344.00</td>
</tr>
<tr>
<td>EXECUTRAIN</td>
<td>62027</td>
<td>2/13/2020</td>
<td>595.00</td>
</tr>
<tr>
<td>GEM STATE PAPER &amp; SUPPLY</td>
<td>62028</td>
<td>2/13/2020</td>
<td>4,747.80</td>
</tr>
<tr>
<td>IDAHO BLUEPRINT &amp; SUPPLY</td>
<td>62029</td>
<td>2/13/2020</td>
<td>1,831.80</td>
</tr>
<tr>
<td>IDAHO POWER</td>
<td>62030</td>
<td>2/13/2020</td>
<td>157,006.28</td>
</tr>
<tr>
<td>INSTITUTE COMMUNITY ALLIAN</td>
<td>62031</td>
<td>2/13/2020</td>
<td>9,294.38</td>
</tr>
<tr>
<td>INTERMOUNTAIN CLAIMS</td>
<td>62032</td>
<td>2/13/2020</td>
<td>16,458.00</td>
</tr>
<tr>
<td>INTERMOUNTAIN GAS</td>
<td>62033</td>
<td>2/13/2020</td>
<td>47,640.73</td>
</tr>
<tr>
<td>JOHNSON CONTROLS</td>
<td>62034</td>
<td>2/13/2020</td>
<td>3,392.90</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>JUB ENGINEERS</td>
<td>62035</td>
<td>2/13/2020</td>
<td>15,382.65</td>
</tr>
<tr>
<td>KEMIRA WATER SOLUTIONS</td>
<td>62036</td>
<td>2/13/2020</td>
<td>7,241.86</td>
</tr>
<tr>
<td>KURT FREEMAN</td>
<td>62037</td>
<td>2/13/2020</td>
<td>298.00</td>
</tr>
<tr>
<td>LARSEN MILLER MEDICAL WAST</td>
<td>62038</td>
<td>2/13/2020</td>
<td>128.16</td>
</tr>
<tr>
<td>LEAPFOX LEARNING</td>
<td>62039</td>
<td>2/13/2020</td>
<td>2,800.00</td>
</tr>
<tr>
<td>LES SCHWAB WAREHOUSE CENTE</td>
<td>62040</td>
<td>2/13/2020</td>
<td>2,819.86</td>
</tr>
<tr>
<td>LITHIA FORD LINCOLN OF BOI</td>
<td>62041</td>
<td>2/13/2020</td>
<td>1,481.09</td>
</tr>
<tr>
<td>LN CURTIS &amp; Sons</td>
<td>62042</td>
<td>2/13/2020</td>
<td>35.00</td>
</tr>
<tr>
<td>MATERIALS TESTING &amp; INSPEC</td>
<td>62043</td>
<td>2/13/2020</td>
<td>2,549.60</td>
</tr>
<tr>
<td>MIDWEST TAPE</td>
<td>62044</td>
<td>2/13/2020</td>
<td>850.25</td>
</tr>
<tr>
<td>MOUNTAIN HOME AUTO RANCH</td>
<td>62045</td>
<td>2/13/2020</td>
<td>32,671.00</td>
</tr>
<tr>
<td>NAPA AUTO PARTS TWIN FALLS</td>
<td>62046</td>
<td>2/13/2020</td>
<td>74,448.22</td>
</tr>
<tr>
<td>NEOPOST USA</td>
<td>62047</td>
<td>2/13/2020</td>
<td>610.00</td>
</tr>
<tr>
<td>NURSE STAFFING 247 IDAHO H</td>
<td>62048</td>
<td>2/13/2020</td>
<td>471.00</td>
</tr>
<tr>
<td>ORKIN</td>
<td>62049</td>
<td>2/13/2020</td>
<td>150.00</td>
</tr>
<tr>
<td>PACIFIC SOURCE CONSTRUCTIO</td>
<td>62050</td>
<td>2/13/2020</td>
<td>26,094.60</td>
</tr>
<tr>
<td>PERKINS CONSTRUCTION</td>
<td>62051</td>
<td>2/13/2020</td>
<td>100.00</td>
</tr>
<tr>
<td>PRECISION COMMUNICATIONS H</td>
<td>62052</td>
<td>2/13/2020</td>
<td>5,880.00</td>
</tr>
<tr>
<td>PRIMARY ELECTRIC</td>
<td>62053</td>
<td>2/13/2020</td>
<td>638.52</td>
</tr>
<tr>
<td>PULSEPOINT FOUNDATION</td>
<td>62054</td>
<td>2/13/2020</td>
<td>13,000.00</td>
</tr>
<tr>
<td>RETAIL LOCKBOX</td>
<td>62055</td>
<td>2/13/2020</td>
<td>9,371.95</td>
</tr>
<tr>
<td>RETAIL LOCKBOX MERCHANT SE</td>
<td>62056</td>
<td>2/13/2020</td>
<td>10,545.44</td>
</tr>
<tr>
<td>RS&amp;H</td>
<td>62057</td>
<td>2/13/2020</td>
<td>149,429.74</td>
</tr>
<tr>
<td>RSCI RECORD STEEL CONSTRUC</td>
<td>62058</td>
<td>2/13/2020</td>
<td>321,043.00</td>
</tr>
<tr>
<td>SIGNS 2 U</td>
<td>62059</td>
<td>2/13/2020</td>
<td>521.88</td>
</tr>
<tr>
<td>SUE2 WATER IDAHO</td>
<td>62060</td>
<td>2/13/2020</td>
<td>979.64</td>
</tr>
<tr>
<td>TERRY REILLY HEALTH SERVIC</td>
<td>62061</td>
<td>2/13/2020</td>
<td>192,470.63</td>
</tr>
<tr>
<td>TREASURE VALLEY COFFEE</td>
<td>62062</td>
<td>2/13/2020</td>
<td>287.00</td>
</tr>
<tr>
<td>TREASURE VALLEY RECOVERY</td>
<td>62063</td>
<td>2/13/2020</td>
<td>1,689.39</td>
</tr>
<tr>
<td>TREE CITY MANAGEMENT</td>
<td>62064</td>
<td>2/13/2020</td>
<td>1,045.00</td>
</tr>
<tr>
<td>TRUEPOINT SOLUTIONS</td>
<td>62065</td>
<td>2/13/2020</td>
<td>21,557.45</td>
</tr>
<tr>
<td>UNITED SITE SERVICES</td>
<td>62066</td>
<td>2/13/2020</td>
<td>2,314.00</td>
</tr>
<tr>
<td>USSSA OF IDAHO</td>
<td>62067</td>
<td>2/13/2020</td>
<td>3,321.34</td>
</tr>
<tr>
<td>VALLEY REGIONAL TRANSIT</td>
<td>62068</td>
<td>2/13/2020</td>
<td>712.87</td>
</tr>
<tr>
<td>WCP SOLUTIONS</td>
<td>62069</td>
<td>2/13/2020</td>
<td>32,500.00</td>
</tr>
<tr>
<td>WOMEN &amp; CHILDRENS ALLIANCE</td>
<td>62070</td>
<td>2/13/2020</td>
<td>7,211.43</td>
</tr>
<tr>
<td>WSGC MENS ASSOCIATION</td>
<td>62071</td>
<td>2/13/2020</td>
<td>103.00</td>
</tr>
<tr>
<td>ADA COUNTY SHERIFFS OFFICE</td>
<td>504091</td>
<td>2/11/2020</td>
<td>115.00</td>
</tr>
<tr>
<td>ANDREA DIETRICH</td>
<td>504107</td>
<td>2/13/2020</td>
<td>58.65</td>
</tr>
<tr>
<td>CHARLIE HSU</td>
<td>504108</td>
<td>2/13/2020</td>
<td>31.02</td>
</tr>
<tr>
<td>CHRIS HENDERSHOT</td>
<td>504109</td>
<td>2/13/2020</td>
<td>668.00</td>
</tr>
<tr>
<td>CHRIS WIRSHING</td>
<td>504110</td>
<td>2/13/2020</td>
<td>121.00</td>
</tr>
<tr>
<td>CHUCK ROATH</td>
<td>504111</td>
<td>2/13/2020</td>
<td>158.00</td>
</tr>
</tbody>
</table>

Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $3,445,653.86 (Check report February 13 2020)
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check/ACH</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLAYTON ELKIN</td>
<td>504112</td>
<td>2/13/2020</td>
<td>732.09</td>
</tr>
<tr>
<td>DARYL DEGRANGE</td>
<td>504113</td>
<td>2/13/2020</td>
<td>151.00</td>
</tr>
<tr>
<td>JASON PIETRZAK</td>
<td>504114</td>
<td>2/13/2020</td>
<td>208.00</td>
</tr>
<tr>
<td>JAVIER GUZMAN</td>
<td>504115</td>
<td>2/13/2020</td>
<td>151.00</td>
</tr>
<tr>
<td>JENNIFER YRIBAR</td>
<td>504116</td>
<td>2/13/2020</td>
<td>104.04</td>
</tr>
<tr>
<td>JOSEPH LUNGOFOER</td>
<td>504117</td>
<td>2/13/2020</td>
<td>599.00</td>
</tr>
<tr>
<td>JOSEPH OSTERMILLER</td>
<td>504118</td>
<td>2/13/2020</td>
<td>289.00</td>
</tr>
<tr>
<td>NATE ST AMANT</td>
<td>504119</td>
<td>2/13/2020</td>
<td>87.00</td>
</tr>
<tr>
<td>PAUL JAGOSH</td>
<td>504120</td>
<td>2/13/2020</td>
<td>158.00</td>
</tr>
<tr>
<td>ROCK HUDSON</td>
<td>504121</td>
<td>2/13/2020</td>
<td>151.00</td>
</tr>
<tr>
<td>SHAWN RAYNE</td>
<td>504122</td>
<td>2/13/2020</td>
<td>204.00</td>
</tr>
<tr>
<td>TIMOTHY RAYMOND</td>
<td>504123</td>
<td>2/13/2020</td>
<td>599.00</td>
</tr>
<tr>
<td>TOM SAUNDERS</td>
<td>504124</td>
<td>2/13/2020</td>
<td>151.00</td>
</tr>
<tr>
<td>TRAVIS WAGENMANN</td>
<td>504125</td>
<td>2/13/2020</td>
<td>298.00</td>
</tr>
<tr>
<td>6 AMIGOS LLC</td>
<td>504126</td>
<td>2/13/2020</td>
<td>705.00</td>
</tr>
<tr>
<td>ALLISON BERKSON</td>
<td>504127</td>
<td>2/13/2020</td>
<td>21,670.00</td>
</tr>
<tr>
<td>ANCHOR BAY CONTRACTORS</td>
<td>504128</td>
<td>2/13/2020</td>
<td>192.40</td>
</tr>
<tr>
<td>ANCHOR BAY CONTRACTORS</td>
<td>504129</td>
<td>2/13/2020</td>
<td>331.76</td>
</tr>
<tr>
<td>ANCHOR BAY PROPERTIES INC.</td>
<td>504130</td>
<td>2/13/2020</td>
<td>676.09</td>
</tr>
<tr>
<td>ANCHOR BAY PROPERTIES INC.</td>
<td>504131</td>
<td>2/13/2020</td>
<td>4.85</td>
</tr>
<tr>
<td>ANDREW DELAMATRE</td>
<td>504132</td>
<td>2/13/2020</td>
<td>80.94</td>
</tr>
<tr>
<td>ANDREW P KNOTT</td>
<td>504133</td>
<td>2/13/2020</td>
<td>22.46</td>
</tr>
<tr>
<td>ANDY TOWNHOMES LLC</td>
<td>504134</td>
<td>2/13/2020</td>
<td>402.26</td>
</tr>
<tr>
<td>ARLA MCEVOY</td>
<td>504135</td>
<td>2/13/2020</td>
<td>3.76</td>
</tr>
<tr>
<td>BALDWIN LOCK KEY</td>
<td>504136</td>
<td>2/13/2020</td>
<td>127.51</td>
</tr>
<tr>
<td>BECKY FRIEND</td>
<td>504137</td>
<td>2/13/2020</td>
<td>16.00</td>
</tr>
<tr>
<td>BLACKROCK HOMES LLC</td>
<td>504138</td>
<td>2/13/2020</td>
<td>49.39</td>
</tr>
<tr>
<td>BLACKROCK HOMES LLC</td>
<td>504139</td>
<td>2/13/2020</td>
<td>22.82</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504140</td>
<td>2/13/2020</td>
<td>21.46</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504141</td>
<td>2/13/2020</td>
<td>26.18</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504142</td>
<td>2/13/2020</td>
<td>16.16</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504143</td>
<td>2/13/2020</td>
<td>26.18</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504144</td>
<td>2/13/2020</td>
<td>16.27</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504145</td>
<td>2/13/2020</td>
<td>42.95</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504146</td>
<td>2/13/2020</td>
<td>18.73</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504147</td>
<td>2/13/2020</td>
<td>37.17</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504148</td>
<td>2/13/2020</td>
<td>18.76</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504149</td>
<td>2/13/2020</td>
<td>26.14</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504150</td>
<td>2/13/2020</td>
<td>15.06</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504151</td>
<td>2/13/2020</td>
<td>29.97</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504152</td>
<td>2/13/2020</td>
<td>29.97</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504153</td>
<td>2/13/2020</td>
<td>23.64</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504154</td>
<td>2/13/2020</td>
<td>34.62</td>
</tr>
</tbody>
</table>

Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $3,445,653.86 (Check report February 13 2020)
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check/ACH</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504155</td>
<td>2/13/2020</td>
<td>16.36</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504156</td>
<td>2/13/2020</td>
<td>19.48</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504157</td>
<td>2/13/2020</td>
<td>14.96</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504158</td>
<td>2/13/2020</td>
<td>15.48</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504159</td>
<td>2/13/2020</td>
<td>19.74</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504160</td>
<td>2/13/2020</td>
<td>19.74</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504161</td>
<td>2/13/2020</td>
<td>16.36</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504162</td>
<td>2/13/2020</td>
<td>16.36</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504163</td>
<td>2/13/2020</td>
<td>43.84</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504164</td>
<td>2/13/2020</td>
<td>16.00</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504165</td>
<td>2/13/2020</td>
<td>37.70</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504166</td>
<td>2/13/2020</td>
<td>27.48</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504167</td>
<td>2/13/2020</td>
<td>27.28</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504168</td>
<td>2/13/2020</td>
<td>27.48</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504169</td>
<td>2/13/2020</td>
<td>27.48</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504170</td>
<td>2/13/2020</td>
<td>16.00</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504171</td>
<td>2/13/2020</td>
<td>17.74</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504172</td>
<td>2/13/2020</td>
<td>17.87</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504173</td>
<td>2/13/2020</td>
<td>28.24</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504174</td>
<td>2/13/2020</td>
<td>29.98</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504175</td>
<td>2/13/2020</td>
<td>17.91</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504176</td>
<td>2/13/2020</td>
<td>18.41</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504177</td>
<td>2/13/2020</td>
<td>29.98</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504178</td>
<td>2/13/2020</td>
<td>36.80</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504179</td>
<td>2/13/2020</td>
<td>30.46</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504180</td>
<td>2/13/2020</td>
<td>30.46</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504181</td>
<td>2/13/2020</td>
<td>21.59</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504182</td>
<td>2/13/2020</td>
<td>20.10</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504183</td>
<td>2/13/2020</td>
<td>17.61</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504184</td>
<td>2/13/2020</td>
<td>19.08</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504185</td>
<td>2/13/2020</td>
<td>17.74</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504186</td>
<td>2/13/2020</td>
<td>20.10</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504187</td>
<td>2/13/2020</td>
<td>29.92</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504188</td>
<td>2/13/2020</td>
<td>19.95</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504189</td>
<td>2/13/2020</td>
<td>20.10</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504190</td>
<td>2/13/2020</td>
<td>20.10</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504191</td>
<td>2/13/2020</td>
<td>33.36</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504192</td>
<td>2/13/2020</td>
<td>20.44</td>
</tr>
<tr>
<td>BOISE HUNTER HOMES</td>
<td>504193</td>
<td>2/13/2020</td>
<td>39.39</td>
</tr>
<tr>
<td>BOUQUET FLOWER SHOP INC</td>
<td>504194</td>
<td>2/13/2020</td>
<td>293.15</td>
</tr>
<tr>
<td>BUTTARS FAMILY LP</td>
<td>504195</td>
<td>2/13/2020</td>
<td>61.18</td>
</tr>
<tr>
<td>CHARLES P DRAKEK</td>
<td>504196</td>
<td>2/13/2020</td>
<td>144.59</td>
</tr>
<tr>
<td>CHELSEA L PORTER</td>
<td>504197</td>
<td>2/13/2020</td>
<td>86.68</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>CINDY LOU ANDERSON</td>
<td>504198</td>
<td>2/13/2020</td>
<td>917.23</td>
</tr>
<tr>
<td>DAN LUTE</td>
<td>504199</td>
<td>2/13/2020</td>
<td>89.57</td>
</tr>
<tr>
<td>DAN OSTERBERG</td>
<td>504200</td>
<td>2/13/2020</td>
<td>721.52</td>
</tr>
<tr>
<td>DANNIELLE M CARDENAS</td>
<td>504201</td>
<td>2/13/2020</td>
<td>30.61</td>
</tr>
<tr>
<td>DAVID WIPPER CANYON CREST</td>
<td>504202</td>
<td>2/13/2020</td>
<td>105.00</td>
</tr>
<tr>
<td>DOUGLAS CLEMENS</td>
<td>504203</td>
<td>2/13/2020</td>
<td>4.82</td>
</tr>
<tr>
<td>EAUNER GUERRERO</td>
<td>504204</td>
<td>2/13/2020</td>
<td>150.00</td>
</tr>
<tr>
<td>EDMOND LOW</td>
<td>504205</td>
<td>2/13/2020</td>
<td>20.00</td>
</tr>
<tr>
<td>ESTATE OF EDWARD WATTERS</td>
<td>504206</td>
<td>2/13/2020</td>
<td>44.30</td>
</tr>
<tr>
<td>EST OF MILDRED PEARL BRADE</td>
<td>504207</td>
<td>2/13/2020</td>
<td>1.02</td>
</tr>
<tr>
<td>EVERETT T WOHLDERS</td>
<td>504208</td>
<td>2/13/2020</td>
<td>81.95</td>
</tr>
<tr>
<td>GALE A ANDREWS</td>
<td>504209</td>
<td>2/13/2020</td>
<td>18.61</td>
</tr>
<tr>
<td>GAYLYNNE FLETCHER</td>
<td>504210</td>
<td>2/13/2020</td>
<td>38.59</td>
</tr>
<tr>
<td>HEATHER KESTNER</td>
<td>504211</td>
<td>2/13/2020</td>
<td>213.71</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504212</td>
<td>2/13/2020</td>
<td>29.99</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504213</td>
<td>2/13/2020</td>
<td>11.04</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504214</td>
<td>2/13/2020</td>
<td>22.50</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504215</td>
<td>2/13/2020</td>
<td>26.94</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504216</td>
<td>2/13/2020</td>
<td>34.24</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504217</td>
<td>2/13/2020</td>
<td>35.22</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504218</td>
<td>2/13/2020</td>
<td>23.12</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504219</td>
<td>2/13/2020</td>
<td>11.12</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504220</td>
<td>2/13/2020</td>
<td>11.56</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504221</td>
<td>2/13/2020</td>
<td>11.82</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504222</td>
<td>2/13/2020</td>
<td>24.43</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504223</td>
<td>2/13/2020</td>
<td>31.51</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504224</td>
<td>2/13/2020</td>
<td>6.65</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504225</td>
<td>2/13/2020</td>
<td>30.46</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504226</td>
<td>2/13/2020</td>
<td>26.02</td>
</tr>
<tr>
<td>HUBBLE HOMES LLC</td>
<td>504227</td>
<td>2/13/2020</td>
<td>9.09</td>
</tr>
<tr>
<td>JAMES KING III</td>
<td>504228</td>
<td>2/13/2020</td>
<td>43.66</td>
</tr>
<tr>
<td>JAMES MUENCHAUSEN</td>
<td>504229</td>
<td>2/13/2020</td>
<td>101.74</td>
</tr>
<tr>
<td>JEFFREY S HUNTER</td>
<td>504230</td>
<td>2/13/2020</td>
<td>474.39</td>
</tr>
<tr>
<td>JENNIFER BOETTCHER</td>
<td>504231</td>
<td>2/13/2020</td>
<td>24.82</td>
</tr>
<tr>
<td>JESSICA TILLOTSON</td>
<td>504232</td>
<td>2/13/2020</td>
<td>50.84</td>
</tr>
<tr>
<td>JOSEPH CALL</td>
<td>504233</td>
<td>2/13/2020</td>
<td>12.15</td>
</tr>
<tr>
<td>JULIANA RINGOLD</td>
<td>504234</td>
<td>2/13/2020</td>
<td>300.00</td>
</tr>
<tr>
<td>KELLI M RAWSON</td>
<td>504235</td>
<td>2/13/2020</td>
<td>11.02</td>
</tr>
<tr>
<td>KRISTEN COLSON</td>
<td>504236</td>
<td>2/13/2020</td>
<td>344.50</td>
</tr>
<tr>
<td>L-3 TECHNOLOGIES</td>
<td>504237</td>
<td>2/13/2020</td>
<td>100.00</td>
</tr>
<tr>
<td>LANCE SEELEY</td>
<td>504238</td>
<td>2/13/2020</td>
<td>24.27</td>
</tr>
<tr>
<td>LATHAM &amp; WATKINS</td>
<td>504239</td>
<td>2/13/2020</td>
<td>533.60</td>
</tr>
<tr>
<td>LUIS V GARCIA</td>
<td>504240</td>
<td>2/13/2020</td>
<td>252.44</td>
</tr>
</tbody>
</table>

Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $3,445,653.86 (Check report February 13 2020)
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check/ACH</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEDSPEED</td>
<td>504241</td>
<td>2/13/2020</td>
<td>100.00</td>
</tr>
<tr>
<td>MICHAEL DIAZ</td>
<td>504242</td>
<td>2/13/2020</td>
<td>64.00</td>
</tr>
<tr>
<td>MICHAEL LETITIA SCHAFER TR</td>
<td>504243</td>
<td>2/13/2020</td>
<td>85.97</td>
</tr>
<tr>
<td>MINDY M MALONE</td>
<td>504244</td>
<td>2/13/2020</td>
<td>21.38</td>
</tr>
<tr>
<td>MITCHELL TUEL</td>
<td>504245</td>
<td>2/13/2020</td>
<td>103.93</td>
</tr>
<tr>
<td>MUHAMED HADZIC</td>
<td>504246</td>
<td>2/13/2020</td>
<td>994.27</td>
</tr>
<tr>
<td>OUR PROPERTIES LLC</td>
<td>504247</td>
<td>2/13/2020</td>
<td>9.35</td>
</tr>
<tr>
<td>PATRICIA CAMPBELL</td>
<td>504248</td>
<td>2/13/2020</td>
<td>10.44</td>
</tr>
<tr>
<td>PATRICK J WILEY</td>
<td>504249</td>
<td>2/13/2020</td>
<td>59.50</td>
</tr>
<tr>
<td>PAUL KEANEY</td>
<td>504250</td>
<td>2/13/2020</td>
<td>275.00</td>
</tr>
<tr>
<td>RACHEL GREINER</td>
<td>504251</td>
<td>2/13/2020</td>
<td>116.00</td>
</tr>
<tr>
<td>ROBERT E LYONS</td>
<td>504252</td>
<td>2/13/2020</td>
<td>779.76</td>
</tr>
<tr>
<td>ROBERT S EMERY</td>
<td>504253</td>
<td>2/13/2020</td>
<td>41.13</td>
</tr>
<tr>
<td>RUDY R CEDILLO</td>
<td>504254</td>
<td>2/13/2020</td>
<td>103.61</td>
</tr>
<tr>
<td>SHELLY A HOUSTON</td>
<td>504255</td>
<td>2/13/2020</td>
<td>70.14</td>
</tr>
<tr>
<td>SIDE CANYON PROPERTY LLC</td>
<td>504256</td>
<td>2/13/2020</td>
<td>86.00</td>
</tr>
<tr>
<td>SIDWELL AIR FREIGHT</td>
<td>504257</td>
<td>2/13/2020</td>
<td>200.00</td>
</tr>
<tr>
<td>STROTH GENERAL</td>
<td>504258</td>
<td>2/13/2020</td>
<td>2,133.54</td>
</tr>
<tr>
<td>SUSAN KLEINFELDT</td>
<td>504259</td>
<td>2/13/2020</td>
<td>25.00</td>
</tr>
<tr>
<td>SUSAN LOW</td>
<td>504260</td>
<td>2/13/2020</td>
<td>29.14</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504261</td>
<td>2/13/2020</td>
<td>39.48</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504262</td>
<td>2/13/2020</td>
<td>18.84</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504263</td>
<td>2/13/2020</td>
<td>12.00</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504264</td>
<td>2/13/2020</td>
<td>17.20</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504265</td>
<td>2/13/2020</td>
<td>0.20</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504266</td>
<td>2/13/2020</td>
<td>5.76</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504267</td>
<td>2/13/2020</td>
<td>39.80</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504268</td>
<td>2/13/2020</td>
<td>17.17</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504269</td>
<td>2/13/2020</td>
<td>12.34</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504270</td>
<td>2/13/2020</td>
<td>13.69</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504271</td>
<td>2/13/2020</td>
<td>5.78</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504272</td>
<td>2/13/2020</td>
<td>12.24</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504273</td>
<td>2/13/2020</td>
<td>6.65</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504274</td>
<td>2/13/2020</td>
<td>41.32</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504275</td>
<td>2/13/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504276</td>
<td>2/13/2020</td>
<td>7.15</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504277</td>
<td>2/13/2020</td>
<td>16.25</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504278</td>
<td>2/13/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504279</td>
<td>2/13/2020</td>
<td>34.17</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504280</td>
<td>2/13/2020</td>
<td>14.94</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504281</td>
<td>2/13/2020</td>
<td>11.94</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504282</td>
<td>2/13/2020</td>
<td>28.30</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504283</td>
<td>2/13/2020</td>
<td>28.30</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504284</td>
<td>2/13/2020</td>
<td>15.58</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504285</td>
<td>2/13/2020</td>
<td>15.58</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504286</td>
<td>2/13/2020</td>
<td>15.58</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504287</td>
<td>2/13/2020</td>
<td>15.58</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504288</td>
<td>2/13/2020</td>
<td>28.30</td>
</tr>
<tr>
<td>TED MASON SIGNATURE HOMES</td>
<td>504289</td>
<td>2/13/2020</td>
<td>15.58</td>
</tr>
<tr>
<td>TILDEN CONSTRUCTION</td>
<td>504290</td>
<td>2/13/2020</td>
<td>363.09</td>
</tr>
<tr>
<td>TREASURE VALLEY FULL GOSPE</td>
<td>504291</td>
<td>2/13/2020</td>
<td>106.85</td>
</tr>
<tr>
<td>TREVOR SPENCE</td>
<td>504292</td>
<td>2/13/2020</td>
<td>123.21</td>
</tr>
<tr>
<td>TUELLER INVESTMENT PROP</td>
<td>504293</td>
<td>2/13/2020</td>
<td>10.18</td>
</tr>
<tr>
<td>URNESS INDUSTRIES</td>
<td>504294</td>
<td>2/13/2020</td>
<td>230.00</td>
</tr>
<tr>
<td>WAYNE ELDREDGE</td>
<td>504295</td>
<td>2/13/2020</td>
<td>224.82</td>
</tr>
<tr>
<td>WILLIAM JOHNSON</td>
<td>504296</td>
<td>2/13/2020</td>
<td>6.52</td>
</tr>
<tr>
<td>ACCO ENGINEERED SYSTEMS</td>
<td>504297</td>
<td>2/13/2020</td>
<td>1,001.16</td>
</tr>
<tr>
<td>ADA COUNTY BILLING SERVICE</td>
<td>504298</td>
<td>2/13/2020</td>
<td>233.21</td>
</tr>
<tr>
<td>ADA COUNTY SHERIFFS OFFICE</td>
<td>504299</td>
<td>2/13/2020</td>
<td>35,522.00</td>
</tr>
<tr>
<td>AERO SPECIALTIES</td>
<td>504300</td>
<td>2/13/2020</td>
<td>56,237.33</td>
</tr>
<tr>
<td>AGRI SERVICE</td>
<td>504301</td>
<td>2/13/2020</td>
<td>4,001.13</td>
</tr>
<tr>
<td>ALLIANCE TITLE &amp; ESCROW</td>
<td>504302</td>
<td>2/13/2020</td>
<td>75.00</td>
</tr>
<tr>
<td>AMAZON.COM</td>
<td>504303</td>
<td>2/13/2020</td>
<td>1,703.08</td>
</tr>
<tr>
<td>AMERICAN QUALITY CLEANING</td>
<td>504304</td>
<td>2/13/2020</td>
<td>1,090.00</td>
</tr>
<tr>
<td>AT&amp;T</td>
<td>504305</td>
<td>2/13/2020</td>
<td>56.60</td>
</tr>
<tr>
<td>ATKINSONS MIRROR &amp; GLASS</td>
<td>504306</td>
<td>2/13/2020</td>
<td>489.62</td>
</tr>
<tr>
<td>AUTOSORT</td>
<td>504307</td>
<td>2/13/2020</td>
<td>52,486.34</td>
</tr>
<tr>
<td>B&amp;W WRECKER SERVICE</td>
<td>504308</td>
<td>2/13/2020</td>
<td>203.00</td>
</tr>
<tr>
<td>BAKER &amp; TAYLOR</td>
<td>504309</td>
<td>2/13/2020</td>
<td>2,390.71</td>
</tr>
<tr>
<td>BANK OF AMERICA</td>
<td>504310</td>
<td>2/13/2020</td>
<td>12,465.13</td>
</tr>
<tr>
<td>BOISE ART MUSEUM</td>
<td>504311</td>
<td>2/13/2020</td>
<td>3,900.00</td>
</tr>
<tr>
<td>BOISE FITNESS EQUIPMENT</td>
<td>504312</td>
<td>2/13/2020</td>
<td>1,286.59</td>
</tr>
<tr>
<td>BOISE POLICE ASSOCIATION</td>
<td>504313</td>
<td>2/13/2020</td>
<td>54.00</td>
</tr>
<tr>
<td>CALLAWAY GOLF</td>
<td>504314</td>
<td>2/13/2020</td>
<td>7,458.76</td>
</tr>
<tr>
<td>CAPITOL WATER</td>
<td>504315</td>
<td>2/13/2020</td>
<td>50.02</td>
</tr>
<tr>
<td>CAR PARK</td>
<td>504316</td>
<td>2/13/2020</td>
<td>283.00</td>
</tr>
<tr>
<td>CARDCONNECT</td>
<td>504317</td>
<td>2/13/2020</td>
<td>28,858.00</td>
</tr>
<tr>
<td>CAROL HUSHBECK</td>
<td>504318</td>
<td>2/13/2020</td>
<td>46.40</td>
</tr>
<tr>
<td>CENTRE VALLEY COUNTERTOPS</td>
<td>504319</td>
<td>2/13/2020</td>
<td>4,020.00</td>
</tr>
<tr>
<td>CENTURYLINK</td>
<td>504320</td>
<td>2/13/2020</td>
<td>151.23</td>
</tr>
<tr>
<td>CENTURYLINK</td>
<td>504321</td>
<td>2/13/2020</td>
<td>108.82</td>
</tr>
<tr>
<td>CENTURYLINK BUSINESS SERVI</td>
<td>504322</td>
<td>2/13/2020</td>
<td>24.58</td>
</tr>
<tr>
<td>CHARLIES PRODUCE</td>
<td>504323</td>
<td>2/13/2020</td>
<td>352.90</td>
</tr>
<tr>
<td>CINTAS</td>
<td>504324</td>
<td>2/13/2020</td>
<td>325.21</td>
</tr>
<tr>
<td>CITY OF GARDEN CITY</td>
<td>504325</td>
<td>2/13/2020</td>
<td>44.48</td>
</tr>
<tr>
<td>COBRA PUMA GOLF</td>
<td>504326</td>
<td>2/13/2020</td>
<td>787.25</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>DENNIS DILLON AUTO PARK TR</td>
<td>504327</td>
<td>2/13/2020</td>
<td>360.10</td>
</tr>
<tr>
<td>DIRTPRO</td>
<td>504328</td>
<td>2/13/2020</td>
<td>3,180.00</td>
</tr>
<tr>
<td>EKC</td>
<td>504329</td>
<td>2/13/2020</td>
<td>104,588.61</td>
</tr>
<tr>
<td>ELAVON</td>
<td>504330</td>
<td>2/13/2020</td>
<td>99.00</td>
</tr>
<tr>
<td>ELLEN WARDLE</td>
<td>504331</td>
<td>2/13/2020</td>
<td>28.80</td>
</tr>
<tr>
<td>ENVIROTECH SERVICES</td>
<td>504332</td>
<td>2/13/2020</td>
<td>3,484.19</td>
</tr>
<tr>
<td>FALVEY CONSTRUCTION</td>
<td>504333</td>
<td>2/13/2020</td>
<td>14,770.00</td>
</tr>
<tr>
<td>FERNE LEHN</td>
<td>504334</td>
<td>2/13/2020</td>
<td>32.00</td>
</tr>
<tr>
<td>FIRST AMERICAN TITLE</td>
<td>504335</td>
<td>2/13/2020</td>
<td>100.00</td>
</tr>
<tr>
<td>FISHER SCIENTIFIC</td>
<td>504336</td>
<td>2/13/2020</td>
<td>105.36</td>
</tr>
<tr>
<td>FONDIEST ENVIRONMENTAL</td>
<td>504337</td>
<td>2/13/2020</td>
<td>12,260.24</td>
</tr>
<tr>
<td>GALE CENGAGE LEARNING</td>
<td>504338</td>
<td>2/13/2020</td>
<td>20.79</td>
</tr>
<tr>
<td>GEAR FOR SPORTS</td>
<td>504339</td>
<td>2/13/2020</td>
<td>527.12</td>
</tr>
<tr>
<td>GRAINGER</td>
<td>504340</td>
<td>2/13/2020</td>
<td>2,026.72</td>
</tr>
<tr>
<td>GRASMICK PRODUCE</td>
<td>504341</td>
<td>2/13/2020</td>
<td>421.25</td>
</tr>
<tr>
<td>GREAT FLOORS</td>
<td>504342</td>
<td>2/13/2020</td>
<td>2,757.56</td>
</tr>
<tr>
<td>GREATER BOISE AUDITORIUM D</td>
<td>504343</td>
<td>2/13/2020</td>
<td>6,922.00</td>
</tr>
<tr>
<td>GREG ELLNER ASSOCIATES</td>
<td>504344</td>
<td>2/13/2020</td>
<td>21,101.70</td>
</tr>
<tr>
<td>GULLEY EXCAVATION</td>
<td>504345</td>
<td>2/13/2020</td>
<td>15,397.00</td>
</tr>
<tr>
<td>HARVS LOCKSHOP</td>
<td>504346</td>
<td>2/13/2020</td>
<td>230.00</td>
</tr>
<tr>
<td>HAYDEN BEVERAGE</td>
<td>504347</td>
<td>2/13/2020</td>
<td>275.78</td>
</tr>
<tr>
<td>HELEN STOCKTON</td>
<td>504348</td>
<td>2/13/2020</td>
<td>29.60</td>
</tr>
<tr>
<td>HIGH COUNTRY ROOFING</td>
<td>504349</td>
<td>2/13/2020</td>
<td>230.00</td>
</tr>
<tr>
<td>HOLIDAY MOTOR COACH</td>
<td>504350</td>
<td>2/13/2020</td>
<td>950.00</td>
</tr>
<tr>
<td>IDAHO JAPANESE ASSOCIATION</td>
<td>504351</td>
<td>2/13/2020</td>
<td>4,000.00</td>
</tr>
<tr>
<td>IDAHO POWER</td>
<td>504352</td>
<td>2/13/2020</td>
<td>58.73</td>
</tr>
<tr>
<td>IDAHO STATE TAX COMMISSION</td>
<td>504353</td>
<td>2/13/2020</td>
<td>1,581.94</td>
</tr>
<tr>
<td>IDAHO STATE TAX COMMISSION</td>
<td>504354</td>
<td>2/13/2020</td>
<td>2,462.48</td>
</tr>
<tr>
<td>IDAHO STATE TAX COMMISSION</td>
<td>504355</td>
<td>2/13/2020</td>
<td>27,769.88</td>
</tr>
<tr>
<td>IMAGE 360 BOISE MERIDIAN</td>
<td>504356</td>
<td>2/13/2020</td>
<td>332.09</td>
</tr>
<tr>
<td>INDEPENDENT SCHL DIST OF B</td>
<td>504357</td>
<td>2/13/2020</td>
<td>6,239.09</td>
</tr>
<tr>
<td>INDUSTRIAL ASSET MANAGEMEN</td>
<td>504358</td>
<td>2/13/2020</td>
<td>13,748.27</td>
</tr>
<tr>
<td>INDUSTRIAL BUILDERS</td>
<td>504359</td>
<td>2/13/2020</td>
<td>230.00</td>
</tr>
<tr>
<td>INGRAM LIBRARY SERVICES</td>
<td>504360</td>
<td>2/13/2020</td>
<td>4,204.33</td>
</tr>
<tr>
<td>INTERMOUNTAIN GAS</td>
<td>504361</td>
<td>2/13/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>INTERMOUNTAIN GAS</td>
<td>504362</td>
<td>2/13/2020</td>
<td>2,692.86</td>
</tr>
<tr>
<td>JACQUELINE UWUMUREMYI</td>
<td>504363</td>
<td>2/13/2020</td>
<td>25.00</td>
</tr>
<tr>
<td>JERRY KISER</td>
<td>504364</td>
<td>2/13/2020</td>
<td>63.00</td>
</tr>
<tr>
<td>JESSE TREE OF IDAHO</td>
<td>504365</td>
<td>2/13/2020</td>
<td>4,632.00</td>
</tr>
<tr>
<td>KPG PRINT</td>
<td>504366</td>
<td>2/13/2020</td>
<td>439.00</td>
</tr>
<tr>
<td>LANGUAGE LINE SERVICES</td>
<td>504367</td>
<td>2/13/2020</td>
<td>61.47</td>
</tr>
<tr>
<td>LIBRARY IDEAS</td>
<td>504368</td>
<td>2/13/2020</td>
<td>8,373.00</td>
</tr>
<tr>
<td>LINDAS CLEANING SERVICE</td>
<td>504369</td>
<td>2/13/2020</td>
<td>2,775.00</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>LOOMIS</td>
<td>504370</td>
<td>2/13/2020</td>
<td>877.67</td>
</tr>
<tr>
<td>MADISON ROOFING</td>
<td>504371</td>
<td>2/13/2020</td>
<td>54,637.00</td>
</tr>
<tr>
<td>MARY LOU HAY</td>
<td>504372</td>
<td>2/13/2020</td>
<td>112.80</td>
</tr>
<tr>
<td>MCALVAIN CONCRETE</td>
<td>504373</td>
<td>2/13/2020</td>
<td>460.00</td>
</tr>
<tr>
<td>MCALVAIN CONSTRUCTION</td>
<td>504374</td>
<td>2/13/2020</td>
<td>363,896.45</td>
</tr>
<tr>
<td>MERIT PROFESSION COATING</td>
<td>504375</td>
<td>2/13/2020</td>
<td>80,619.85</td>
</tr>
<tr>
<td>MUSGROVE ENGINEERING</td>
<td>504376</td>
<td>2/13/2020</td>
<td>800.00</td>
</tr>
<tr>
<td>NACWA</td>
<td>504377</td>
<td>2/13/2020</td>
<td>14,440.00</td>
</tr>
<tr>
<td>OFFICE DEPOT</td>
<td>504378</td>
<td>2/13/2020</td>
<td>140.00</td>
</tr>
<tr>
<td>OVERDRIVE</td>
<td>504379</td>
<td>2/13/2020</td>
<td>135.02</td>
</tr>
<tr>
<td>OVERHEAD DOOR</td>
<td>504380</td>
<td>2/13/2020</td>
<td>1,980.91</td>
</tr>
<tr>
<td>PAIGE MECHANICAL GROUP</td>
<td>504381</td>
<td>2/13/2020</td>
<td>220.00</td>
</tr>
<tr>
<td>PARKMOBILE</td>
<td>504382</td>
<td>2/13/2020</td>
<td>4,787.00</td>
</tr>
<tr>
<td>PASSUR AEROSPACE</td>
<td>504383</td>
<td>2/13/2020</td>
<td>5,326.65</td>
</tr>
<tr>
<td>PAUL ISAACS</td>
<td>504384</td>
<td>2/13/2020</td>
<td>3,287.66</td>
</tr>
<tr>
<td>PEASLEY TRANSFER &amp; STORAGE</td>
<td>504385</td>
<td>2/13/2020</td>
<td>35.20</td>
</tr>
<tr>
<td>PETERSON MOTOR</td>
<td>504386</td>
<td>2/13/2020</td>
<td>1,338.86</td>
</tr>
<tr>
<td>PETTY CASH FIRE</td>
<td>504387</td>
<td>2/13/2020</td>
<td>93.55</td>
</tr>
<tr>
<td>PETTY CASH PARKING SERVICE</td>
<td>504388</td>
<td>2/13/2020</td>
<td>105.96</td>
</tr>
<tr>
<td>PETTY CASH POLICE</td>
<td>504389</td>
<td>2/13/2020</td>
<td>100.47</td>
</tr>
<tr>
<td>POTTING SHED</td>
<td>504390</td>
<td>2/13/2020</td>
<td>695.00</td>
</tr>
<tr>
<td>QHGC MENS ASSOCIATION</td>
<td>504391</td>
<td>2/13/2020</td>
<td>140.00</td>
</tr>
<tr>
<td>QUADRANT CONSULTING</td>
<td>504392</td>
<td>2/13/2020</td>
<td>2,193.91</td>
</tr>
<tr>
<td>QUALITY ELECTRIC</td>
<td>504393</td>
<td>2/13/2020</td>
<td>15,396.83</td>
</tr>
<tr>
<td>RAINBOOK</td>
<td>504394</td>
<td>2/13/2020</td>
<td>5,459.06</td>
</tr>
<tr>
<td>REEBOK CCM HOCKEY US</td>
<td>504395</td>
<td>2/13/2020</td>
<td>190.33</td>
</tr>
<tr>
<td>REPUBLIC SERVICES 884</td>
<td>504396</td>
<td>2/13/2020</td>
<td>94,477.00</td>
</tr>
<tr>
<td>REPUBLIC SERVICES 884</td>
<td>504397</td>
<td>2/13/2020</td>
<td>97.21</td>
</tr>
<tr>
<td>RIZEN CREATIVE</td>
<td>504398</td>
<td>2/13/2020</td>
<td>12,710.52</td>
</tr>
<tr>
<td>RODENT PRO COM</td>
<td>504399</td>
<td>2/13/2020</td>
<td>4,890.22</td>
</tr>
<tr>
<td>SANDRA RAEDER</td>
<td>504400</td>
<td>2/13/2020</td>
<td>71.20</td>
</tr>
<tr>
<td>SERVICWEAR APPAREL</td>
<td>504401</td>
<td>2/13/2020</td>
<td>74.20</td>
</tr>
<tr>
<td>SETTLERS IRRIGATION DISTRI</td>
<td>504402</td>
<td>2/13/2020</td>
<td>605.82</td>
</tr>
<tr>
<td>SUNBELT CONTROLS</td>
<td>504403</td>
<td>2/13/2020</td>
<td>23,929.00</td>
</tr>
<tr>
<td>SWIRE COCA COLA USA</td>
<td>504404</td>
<td>2/13/2020</td>
<td>166.99</td>
</tr>
<tr>
<td>SYSCO GENERAL FOODS SERVIC</td>
<td>504405</td>
<td>2/13/2020</td>
<td>1,006.42</td>
</tr>
<tr>
<td>TAYLOR MADE GOLF</td>
<td>504406</td>
<td>2/13/2020</td>
<td>3,100.17</td>
</tr>
<tr>
<td>TDX POWER SERVICES</td>
<td>504407</td>
<td>2/13/2020</td>
<td>220.00</td>
</tr>
<tr>
<td>TERRIE LYNNE</td>
<td>504408</td>
<td>2/13/2020</td>
<td>79,490.96</td>
</tr>
<tr>
<td>TREASURE VALLEY CHILDRENS</td>
<td>504409</td>
<td>2/13/2020</td>
<td>100.00</td>
</tr>
<tr>
<td>UNITED AUTO UPHOLSTERY</td>
<td>504410</td>
<td>2/13/2020</td>
<td>150.00</td>
</tr>
<tr>
<td>UTILITY TRUCK EQUIPMENT</td>
<td>504411</td>
<td>2/13/2020</td>
<td>775.00</td>
</tr>
<tr>
<td></td>
<td>504412</td>
<td>2/13/2020</td>
<td>222.56</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------</td>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>VAN DYCK FRAME DESIGN</td>
<td>504413</td>
<td>2/13/2020</td>
<td>669.53</td>
</tr>
<tr>
<td>VERIZON WIRELESS VSAT</td>
<td>504414</td>
<td>2/13/2020</td>
<td>60.00</td>
</tr>
<tr>
<td>VIRGINIA DONOSO</td>
<td>504415</td>
<td>2/13/2020</td>
<td>25.00</td>
</tr>
<tr>
<td>WARRIOR SPORTS</td>
<td>504416</td>
<td>2/13/2020</td>
<td>87.50</td>
</tr>
<tr>
<td>WASH WORX</td>
<td>504417</td>
<td>2/13/2020</td>
<td>300.00</td>
</tr>
<tr>
<td>WEST BOISE SEWER DISTRICT</td>
<td>504418</td>
<td>2/13/2020</td>
<td>120.00</td>
</tr>
<tr>
<td>WEX BANK</td>
<td>504419</td>
<td>2/13/2020</td>
<td>63,335.67</td>
</tr>
<tr>
<td>ZAID AL SAMARRAE</td>
<td>504420</td>
<td>2/13/2020</td>
<td>37.50</td>
</tr>
<tr>
<td>ZELLA STRICKLAND</td>
<td>504421</td>
<td>2/13/2020</td>
<td>47.20</td>
</tr>
<tr>
<td>BANK OF AMERICA</td>
<td>1525</td>
<td>2/12/2020</td>
<td>214,414.61</td>
</tr>
</tbody>
</table>

3,445,653.86
## CURRENT EXPENSE CASH PAYMENT REGISTER

02/27/20

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check/ACH</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5410 W BOISE</td>
<td>62136</td>
<td>2/27/2020</td>
<td>3409.53</td>
</tr>
<tr>
<td>ADA COUNTY HIGHWAY DISTRICT</td>
<td>62137</td>
<td>2/27/2020</td>
<td>12611.18</td>
</tr>
<tr>
<td>ADVANCED SIGN &amp; DESIGN</td>
<td>62138</td>
<td>2/27/2020</td>
<td>310</td>
</tr>
<tr>
<td>AGNEW &amp; BECK CONSULTING</td>
<td>62139</td>
<td>2/27/2020</td>
<td>2591.41</td>
</tr>
<tr>
<td>ALBERTO GONZALEZ</td>
<td>62140</td>
<td>2/27/2020</td>
<td>801</td>
</tr>
<tr>
<td>ALIGNMENT SPECIALISTS</td>
<td>62141</td>
<td>2/27/2020</td>
<td>1569.66</td>
</tr>
<tr>
<td>ALLIED UNIVERSAL</td>
<td>62142</td>
<td>2/27/2020</td>
<td>1372</td>
</tr>
<tr>
<td>AMERICAN CLEANING SERVICE</td>
<td>62143</td>
<td>2/27/2020</td>
<td>1215</td>
</tr>
<tr>
<td>AMERIGAS PROPANE</td>
<td>62144</td>
<td>2/27/2020</td>
<td>29.54</td>
</tr>
<tr>
<td>AXON ENTERPRISES</td>
<td>62145</td>
<td>2/27/2020</td>
<td>16000</td>
</tr>
<tr>
<td>BCG PROPERTIES</td>
<td>62146</td>
<td>2/27/2020</td>
<td>39</td>
</tr>
<tr>
<td>BENNETT KENDALL CENTER</td>
<td>62147</td>
<td>2/27/2020</td>
<td>2265</td>
</tr>
<tr>
<td>BENS AUTO GLASS</td>
<td>62148</td>
<td>2/27/2020</td>
<td>540.84</td>
</tr>
<tr>
<td>BOISE CITY INTERMOUNTAIN C</td>
<td>62149</td>
<td>2/27/2020</td>
<td>59569.12</td>
</tr>
<tr>
<td>BOISE VALLEY TOWING</td>
<td>62150</td>
<td>2/27/2020</td>
<td>248</td>
</tr>
<tr>
<td>BOYD GROUP INTERNATIONAL</td>
<td>62151</td>
<td>2/27/2020</td>
<td>9999.11</td>
</tr>
<tr>
<td>BRIAN BARBER</td>
<td>62152</td>
<td>2/27/2020</td>
<td>152</td>
</tr>
<tr>
<td>BUSINESS INTERIORS OF IDAH</td>
<td>62153</td>
<td>2/27/2020</td>
<td>865</td>
</tr>
<tr>
<td>CDW GOVERNMENT</td>
<td>62154</td>
<td>2/27/2020</td>
<td>13170.88</td>
</tr>
<tr>
<td>CH2M HILL ENGINEERS</td>
<td>62155</td>
<td>2/27/2020</td>
<td>5230.55</td>
</tr>
<tr>
<td>CO ENERGY</td>
<td>62156</td>
<td>2/27/2020</td>
<td>4221.75</td>
</tr>
<tr>
<td>COMPUNET</td>
<td>62157</td>
<td>2/27/2020</td>
<td>60829.16</td>
</tr>
<tr>
<td>CSHQA</td>
<td>62158</td>
<td>2/27/2020</td>
<td>11002.82</td>
</tr>
<tr>
<td>CUTTING EDGE SERVICES</td>
<td>62159</td>
<td>2/27/2020</td>
<td>238.5</td>
</tr>
<tr>
<td>DOWNTOWN BOISE ASSOCIATION</td>
<td>62160</td>
<td>2/27/2020</td>
<td>10889.88</td>
</tr>
<tr>
<td>DRAKE COOPER</td>
<td>62161</td>
<td>2/27/2020</td>
<td>300</td>
</tr>
<tr>
<td>EMERGENCY RESPONDERS HEALT</td>
<td>62162</td>
<td>2/27/2020</td>
<td>25185</td>
</tr>
<tr>
<td>GEM STATE PAPER &amp; SUPPLY</td>
<td>62163</td>
<td>2/27/2020</td>
<td>5652.34</td>
</tr>
<tr>
<td>HDR ENGINEERING</td>
<td>62164</td>
<td>2/27/2020</td>
<td>13013.75</td>
</tr>
<tr>
<td>INTERMOUNTAIN GAS</td>
<td>62165</td>
<td>2/27/2020</td>
<td>465.54</td>
</tr>
<tr>
<td>JACKS TIRE &amp; OIL</td>
<td>62166</td>
<td>2/27/2020</td>
<td>5176.54</td>
</tr>
<tr>
<td>JOHNSON CONTROLS</td>
<td>62167</td>
<td>2/27/2020</td>
<td>975.49</td>
</tr>
<tr>
<td>JUNK BROS</td>
<td>62168</td>
<td>2/27/2020</td>
<td>620</td>
</tr>
<tr>
<td>KYLE WILLS</td>
<td>62169</td>
<td>2/27/2020</td>
<td>243</td>
</tr>
<tr>
<td>LAUREN MCLEAN</td>
<td>62170</td>
<td>2/27/2020</td>
<td>2591.88</td>
</tr>
<tr>
<td>LEAPFOX LEARNING</td>
<td>62171</td>
<td>2/27/2020</td>
<td>15100</td>
</tr>
<tr>
<td>LES SCHWAB WAREHOUSE CENTE</td>
<td>62172</td>
<td>2/27/2020</td>
<td>932.32</td>
</tr>
<tr>
<td>LITHIA FORD LINCOLN OF BOI</td>
<td>62173</td>
<td>2/27/2020</td>
<td>3306.16</td>
</tr>
<tr>
<td>MASTER ROOTER</td>
<td>62174</td>
<td>2/27/2020</td>
<td>75.34</td>
</tr>
<tr>
<td>MATERIALS TESTING &amp; INSPEC</td>
<td>62175</td>
<td>2/27/2020</td>
<td>312</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>MEAD &amp; HUNT</td>
<td>62176</td>
<td>2/27/2020</td>
<td>1165</td>
</tr>
<tr>
<td>METROQUIP</td>
<td>62177</td>
<td>2/27/2020</td>
<td>213.84</td>
</tr>
<tr>
<td>MIDWEST TAPE</td>
<td>62178</td>
<td>2/27/2020</td>
<td>3106.86</td>
</tr>
<tr>
<td>MOUNTAIN HOME AUTO RANCH</td>
<td>62179</td>
<td>2/27/2020</td>
<td>41885</td>
</tr>
<tr>
<td>NORCO</td>
<td>62180</td>
<td>2/27/2020</td>
<td>344.7</td>
</tr>
<tr>
<td>NORTHWEST SAFETY CLEAN</td>
<td>62181</td>
<td>2/27/2020</td>
<td>1332.54</td>
</tr>
<tr>
<td>NURSE STAFFING 247 IDAHO H</td>
<td>62182</td>
<td>2/27/2020</td>
<td>314</td>
</tr>
<tr>
<td>ORKIN</td>
<td>62183</td>
<td>2/27/2020</td>
<td>75</td>
</tr>
<tr>
<td>OXARC</td>
<td>62184</td>
<td>2/27/2020</td>
<td>963.48</td>
</tr>
<tr>
<td>POLYDYNE</td>
<td>62185</td>
<td>2/27/2020</td>
<td>110315.42</td>
</tr>
<tr>
<td>PORTAPROS</td>
<td>62186</td>
<td>2/27/2020</td>
<td>120</td>
</tr>
<tr>
<td>PRIMARY ELECTRIC</td>
<td>62187</td>
<td>2/27/2020</td>
<td>532.22</td>
</tr>
<tr>
<td>RACK SIMPLY</td>
<td>62188</td>
<td>2/27/2020</td>
<td>57651</td>
</tr>
<tr>
<td>REQUORDIT</td>
<td>62189</td>
<td>2/27/2020</td>
<td>656.25</td>
</tr>
<tr>
<td>RIVERIDGE ENGINEERING</td>
<td>62190</td>
<td>2/27/2020</td>
<td>500</td>
</tr>
<tr>
<td>RM MECHANICAL</td>
<td>62191</td>
<td>2/27/2020</td>
<td>180</td>
</tr>
<tr>
<td>RS&amp;H</td>
<td>62192</td>
<td>2/27/2020</td>
<td>36293.99</td>
</tr>
<tr>
<td>SCHINDLER ELEVATOR</td>
<td>62193</td>
<td>2/27/2020</td>
<td>7400</td>
</tr>
<tr>
<td>STEPHANIE INMAN TSOURMAS</td>
<td>62194</td>
<td>2/27/2020</td>
<td>14000</td>
</tr>
<tr>
<td>STERICYCLE</td>
<td>62195</td>
<td>2/27/2020</td>
<td>7321.88</td>
</tr>
<tr>
<td>SUEZ WATER IDAHO</td>
<td>62196</td>
<td>2/27/2020</td>
<td>994.54</td>
</tr>
<tr>
<td>SUNSHINE LANDSCAPE</td>
<td>62197</td>
<td>2/27/2020</td>
<td>192.5</td>
</tr>
<tr>
<td>TREASURE VALLEY COFFEE</td>
<td>62198</td>
<td>2/27/2020</td>
<td>142.5</td>
</tr>
<tr>
<td>TREASURE VALLEY LITHO</td>
<td>62199</td>
<td>2/27/2020</td>
<td>683.67</td>
</tr>
<tr>
<td>UNIFORMS 2 GEAR</td>
<td>62200</td>
<td>2/27/2020</td>
<td>17023.13</td>
</tr>
<tr>
<td>USSSA OF IDAHO</td>
<td>62201</td>
<td>2/27/2020</td>
<td>2625.68</td>
</tr>
<tr>
<td>VALLEY REGIONAL TRANSIT</td>
<td>62202</td>
<td>2/27/2020</td>
<td>3646618</td>
</tr>
<tr>
<td>WEST END NEIGHBORHOOD ASSO</td>
<td>62203</td>
<td>2/27/2020</td>
<td>66</td>
</tr>
<tr>
<td>WESTERN HEATING &amp; AIR COND</td>
<td>62204</td>
<td>2/27/2020</td>
<td>8177</td>
</tr>
<tr>
<td>ADAM PARK</td>
<td>504665</td>
<td>2/27/2020</td>
<td>1269.04</td>
</tr>
<tr>
<td>BEN NYDEGGER</td>
<td>504666</td>
<td>2/27/2020</td>
<td>87</td>
</tr>
<tr>
<td>CASEY WALKER</td>
<td>504667</td>
<td>2/27/2020</td>
<td>50</td>
</tr>
<tr>
<td>CRAIG MARTIN</td>
<td>504668</td>
<td>2/27/2020</td>
<td>127.18</td>
</tr>
<tr>
<td>JASON HUSKEY</td>
<td>504669</td>
<td>2/27/2020</td>
<td>100</td>
</tr>
<tr>
<td>JERRY MCADAMS</td>
<td>504670</td>
<td>2/27/2020</td>
<td>110</td>
</tr>
<tr>
<td>LESLIE MACK</td>
<td>504671</td>
<td>2/27/2020</td>
<td>91.52</td>
</tr>
<tr>
<td>MIKE BISAGNO</td>
<td>504672</td>
<td>2/27/2020</td>
<td>152</td>
</tr>
<tr>
<td>MIKE HILL</td>
<td>504673</td>
<td>2/27/2020</td>
<td>299</td>
</tr>
<tr>
<td>RICHARD BRITTELL</td>
<td>504674</td>
<td>2/27/2020</td>
<td>38.15</td>
</tr>
<tr>
<td>RON COLLINS</td>
<td>504675</td>
<td>2/27/2020</td>
<td>42.4</td>
</tr>
<tr>
<td>TIFFANY BRYNER</td>
<td>504676</td>
<td>2/27/2020</td>
<td>286.81</td>
</tr>
<tr>
<td>9825 ROSECROFT 103 LLC</td>
<td>504677</td>
<td>2/27/2020</td>
<td>9.96</td>
</tr>
<tr>
<td>ADAM J POULSEN</td>
<td>504678</td>
<td>2/27/2020</td>
<td>150</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td>ALLISON M GODFREY</td>
<td>504679</td>
<td>2/27/2020</td>
<td>17.92</td>
</tr>
<tr>
<td>ANDREW G FINDLAY</td>
<td>504680</td>
<td>2/27/2020</td>
<td>30.84</td>
</tr>
<tr>
<td>ANDREW S KECK</td>
<td>504681</td>
<td>2/27/2020</td>
<td>109.03</td>
</tr>
<tr>
<td>ANGELA B WILLIAMSON</td>
<td>504682</td>
<td>2/27/2020</td>
<td>34.65</td>
</tr>
<tr>
<td>AYAKO NOZAWA</td>
<td>504683</td>
<td>2/27/2020</td>
<td>26.25</td>
</tr>
<tr>
<td>BARBARA BURTON</td>
<td>504684</td>
<td>2/27/2020</td>
<td>11.18</td>
</tr>
<tr>
<td>BERTHA E VARGAS</td>
<td>504685</td>
<td>2/27/2020</td>
<td>6.2</td>
</tr>
<tr>
<td>BISHOP KELLY HIGH SCHOOL</td>
<td>504686</td>
<td>2/27/2020</td>
<td>125</td>
</tr>
<tr>
<td>BJH PROPERTIES LLC</td>
<td>504687</td>
<td>2/27/2020</td>
<td>15.42</td>
</tr>
<tr>
<td>BRAD DUBACH</td>
<td>504688</td>
<td>2/27/2020</td>
<td>38.45</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504689</td>
<td>2/27/2020</td>
<td>27.93</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504690</td>
<td>2/27/2020</td>
<td>26.61</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504691</td>
<td>2/27/2020</td>
<td>30.46</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504692</td>
<td>2/27/2020</td>
<td>29.98</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504693</td>
<td>2/27/2020</td>
<td>30.46</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504694</td>
<td>2/27/2020</td>
<td>30.14</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504695</td>
<td>2/27/2020</td>
<td>39.01</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504696</td>
<td>2/27/2020</td>
<td>30.46</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504697</td>
<td>2/27/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504698</td>
<td>2/27/2020</td>
<td>27.13</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504699</td>
<td>2/27/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504700</td>
<td>2/27/2020</td>
<td>27.13</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504701</td>
<td>2/27/2020</td>
<td>32.83</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504702</td>
<td>2/27/2020</td>
<td>32.82</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504703</td>
<td>2/27/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504704</td>
<td>2/27/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504705</td>
<td>2/27/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504706</td>
<td>2/27/2020</td>
<td>48.47</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504707</td>
<td>2/27/2020</td>
<td>32.82</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504708</td>
<td>2/27/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504709</td>
<td>2/27/2020</td>
<td>60.57</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504710</td>
<td>2/27/2020</td>
<td>27.02</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504711</td>
<td>2/27/2020</td>
<td>28.3</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504712</td>
<td>2/27/2020</td>
<td>28.3</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504713</td>
<td>2/27/2020</td>
<td>82.67</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504714</td>
<td>2/27/2020</td>
<td>34.77</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504715</td>
<td>2/27/2020</td>
<td>34.77</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504716</td>
<td>2/27/2020</td>
<td>28.3</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504717</td>
<td>2/27/2020</td>
<td>35.9</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504718</td>
<td>2/27/2020</td>
<td>28.3</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504719</td>
<td>2/27/2020</td>
<td>54.25</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504720</td>
<td>2/27/2020</td>
<td>34.78</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>504721</td>
<td>2/27/2020</td>
<td>29.06</td>
</tr>
</tbody>
</table>

Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $6,074,835.19 (Check report February 27 2020)
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check/ACH</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHASE BLASER</td>
<td>504722</td>
<td>2/27/2020</td>
<td>172.44</td>
</tr>
<tr>
<td>CHRIST S NEW COVENANT CHUR</td>
<td>504723</td>
<td>2/27/2020</td>
<td>201.54</td>
</tr>
<tr>
<td>CHRISTOPHER SEAMAN</td>
<td>504724</td>
<td>2/27/2020</td>
<td>9.65</td>
</tr>
<tr>
<td>COREY HOLMAN</td>
<td>504725</td>
<td>2/27/2020</td>
<td>9.29</td>
</tr>
<tr>
<td>DAVID HAMPSHIRE</td>
<td>504726</td>
<td>2/27/2020</td>
<td>20.51</td>
</tr>
<tr>
<td>DIANA FUHRMAN</td>
<td>504727</td>
<td>2/27/2020</td>
<td>41.56</td>
</tr>
<tr>
<td>DL RETAIL INC</td>
<td>504728</td>
<td>2/27/2020</td>
<td>585.95</td>
</tr>
<tr>
<td>ERIC TYLER TILDEN</td>
<td>504729</td>
<td>2/27/2020</td>
<td>6.97</td>
</tr>
<tr>
<td>FF FAIRVIEW COMMERCIAL LLC</td>
<td>504730</td>
<td>2/27/2020</td>
<td>531.96</td>
</tr>
<tr>
<td>FLOYD FRYE</td>
<td>504731</td>
<td>2/27/2020</td>
<td>150</td>
</tr>
<tr>
<td>GLASGOW CITY COUNTY LIBRAR</td>
<td>504732</td>
<td>2/27/2020</td>
<td>14.99</td>
</tr>
<tr>
<td>HAROLD E SCHROEDER</td>
<td>504733</td>
<td>2/27/2020</td>
<td>58.1</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504734</td>
<td>2/27/2020</td>
<td>13.53</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504735</td>
<td>2/27/2020</td>
<td>20.24</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504736</td>
<td>2/27/2020</td>
<td>17.74</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504737</td>
<td>2/27/2020</td>
<td>13.12</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504738</td>
<td>2/27/2020</td>
<td>13.59</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504739</td>
<td>2/27/2020</td>
<td>13.48</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504740</td>
<td>2/27/2020</td>
<td>25.73</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504741</td>
<td>2/27/2020</td>
<td>17.92</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504742</td>
<td>2/27/2020</td>
<td>26.02</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504743</td>
<td>2/27/2020</td>
<td>26.02</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504744</td>
<td>2/27/2020</td>
<td>26.02</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504745</td>
<td>2/27/2020</td>
<td>26.02</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504746</td>
<td>2/27/2020</td>
<td>26.02</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504747</td>
<td>2/27/2020</td>
<td>13.3</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504748</td>
<td>2/27/2020</td>
<td>14.3</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504749</td>
<td>2/27/2020</td>
<td>13.3</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504750</td>
<td>2/27/2020</td>
<td>14.3</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504751</td>
<td>2/27/2020</td>
<td>11.11</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504752</td>
<td>2/27/2020</td>
<td>14.3</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504753</td>
<td>2/27/2020</td>
<td>14.3</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504754</td>
<td>2/27/2020</td>
<td>10.05</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504755</td>
<td>2/27/2020</td>
<td>7.15</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504756</td>
<td>2/27/2020</td>
<td>22.77</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504757</td>
<td>2/27/2020</td>
<td>14.3</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504758</td>
<td>2/27/2020</td>
<td>7.15</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504759</td>
<td>2/27/2020</td>
<td>7.15</td>
</tr>
<tr>
<td>HAYDEN HOMES IDAHO LLC</td>
<td>504760</td>
<td>2/27/2020</td>
<td>7.15</td>
</tr>
<tr>
<td>HELEN COBLER</td>
<td>504761</td>
<td>2/27/2020</td>
<td>5705.98</td>
</tr>
<tr>
<td>INNOVATIVE EDGE DEVELOPMEN</td>
<td>504762</td>
<td>2/27/2020</td>
<td>6500</td>
</tr>
<tr>
<td>ISU LIBRARY</td>
<td>504763</td>
<td>2/27/2020</td>
<td>57</td>
</tr>
<tr>
<td>JENNIFER A LUCEY</td>
<td>504764</td>
<td>2/27/2020</td>
<td>27.59</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td>JEREMIAH D PAXMAN</td>
<td>504765</td>
<td>2/27/2020</td>
<td>63.54</td>
</tr>
<tr>
<td>JIEHONG TSAI</td>
<td>504766</td>
<td>2/27/2020</td>
<td>155.32</td>
</tr>
<tr>
<td>JOHN R KORMANIK</td>
<td>504767</td>
<td>2/27/2020</td>
<td>5.54</td>
</tr>
<tr>
<td>JOYLEEN MAISAR</td>
<td>504768</td>
<td>2/27/2020</td>
<td>150</td>
</tr>
<tr>
<td>JULIE BRYAN</td>
<td>504769</td>
<td>2/27/2020</td>
<td>20</td>
</tr>
<tr>
<td>JULIE MICHALK</td>
<td>504770</td>
<td>2/27/2020</td>
<td>48.26</td>
</tr>
<tr>
<td>KRISHAWNA HITE</td>
<td>504771</td>
<td>2/27/2020</td>
<td>388.33</td>
</tr>
<tr>
<td>LATHAM &amp; WATKINS</td>
<td>504772</td>
<td>2/27/2020</td>
<td>20</td>
</tr>
<tr>
<td>LINDA G WILLEY</td>
<td>504773</td>
<td>2/27/2020</td>
<td>63.6</td>
</tr>
<tr>
<td>LOGAN PASS CONSTRUCTION</td>
<td>504774</td>
<td>2/27/2020</td>
<td>11.03</td>
</tr>
<tr>
<td>MARIA I CASTILLO</td>
<td>504775</td>
<td>2/27/2020</td>
<td>707.02</td>
</tr>
<tr>
<td>MARISUE SMITH</td>
<td>504776</td>
<td>2/27/2020</td>
<td>108.92</td>
</tr>
<tr>
<td>MATO PALJETAK</td>
<td>504777</td>
<td>2/27/2020</td>
<td>59.57</td>
</tr>
<tr>
<td>MATTHEW EISENBERG</td>
<td>504778</td>
<td>2/27/2020</td>
<td>93.75</td>
</tr>
<tr>
<td>MATTHEW H DIBB</td>
<td>504779</td>
<td>2/27/2020</td>
<td>5.59</td>
</tr>
<tr>
<td>MICHAEL A MCALLISTER</td>
<td>504780</td>
<td>2/27/2020</td>
<td>113.19</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504781</td>
<td>2/27/2020</td>
<td>58.35</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504782</td>
<td>2/27/2020</td>
<td>21.82</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504783</td>
<td>2/27/2020</td>
<td>44.08</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504784</td>
<td>2/27/2020</td>
<td>23.18</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504785</td>
<td>2/27/2020</td>
<td>6.71</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504786</td>
<td>2/27/2020</td>
<td>60.56</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504787</td>
<td>2/27/2020</td>
<td>64.9</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504788</td>
<td>2/27/2020</td>
<td>95.91</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504789</td>
<td>2/27/2020</td>
<td>2.35</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504790</td>
<td>2/27/2020</td>
<td>26.15</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504791</td>
<td>2/27/2020</td>
<td>55.67</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504792</td>
<td>2/27/2020</td>
<td>13.34</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504793</td>
<td>2/27/2020</td>
<td>13.26</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504794</td>
<td>2/27/2020</td>
<td>21.61</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504795</td>
<td>2/27/2020</td>
<td>55.91</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504796</td>
<td>2/27/2020</td>
<td>37.58</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504797</td>
<td>2/27/2020</td>
<td>42.46</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504798</td>
<td>2/27/2020</td>
<td>72.68</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504799</td>
<td>2/27/2020</td>
<td>57.74</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504800</td>
<td>2/27/2020</td>
<td>39.06</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504801</td>
<td>2/27/2020</td>
<td>37.98</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504802</td>
<td>2/27/2020</td>
<td>16.16</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504803</td>
<td>2/27/2020</td>
<td>70.94</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504804</td>
<td>2/27/2020</td>
<td>33.03</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504805</td>
<td>2/27/2020</td>
<td>11.29</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504806</td>
<td>2/27/2020</td>
<td>0.36</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504807</td>
<td>2/27/2020</td>
<td>42.55</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504808</td>
<td>2/27/2020</td>
<td>51.71</td>
</tr>
<tr>
<td>MONTERRA TOWNHOMES</td>
<td>504809</td>
<td>2/27/2020</td>
<td>53.43</td>
</tr>
<tr>
<td>PATRICIA CAMPBELL</td>
<td>504810</td>
<td>2/27/2020</td>
<td>21.22</td>
</tr>
<tr>
<td>PATRICIA CAMPBELL</td>
<td>504811</td>
<td>2/27/2020</td>
<td>113.63</td>
</tr>
<tr>
<td>PATRICIA ANN TRUNNELL</td>
<td>504812</td>
<td>2/27/2020</td>
<td>31.79</td>
</tr>
<tr>
<td>QUALITY ELECTRIC</td>
<td>504813</td>
<td>2/27/2020</td>
<td>68.2</td>
</tr>
<tr>
<td>REGINALD S GOODWIN</td>
<td>504814</td>
<td>2/27/2020</td>
<td>50.24</td>
</tr>
<tr>
<td>RENEE J MCCASLIN</td>
<td>504815</td>
<td>2/27/2020</td>
<td>40.57</td>
</tr>
<tr>
<td>RYAN GALE</td>
<td>504816</td>
<td>2/27/2020</td>
<td>280</td>
</tr>
<tr>
<td>SAMS VISTA BAR LLC</td>
<td>504817</td>
<td>2/27/2020</td>
<td>116.78</td>
</tr>
<tr>
<td>SHAELYN D GRIFFIN</td>
<td>504818</td>
<td>2/27/2020</td>
<td>53.06</td>
</tr>
<tr>
<td>SIDNEY GARBER</td>
<td>504819</td>
<td>2/27/2020</td>
<td>50.36</td>
</tr>
<tr>
<td>STAMFAM TRUST</td>
<td>504820</td>
<td>2/27/2020</td>
<td>93.43</td>
</tr>
<tr>
<td>THE ESTATE OF JOHN KENZ</td>
<td>504821</td>
<td>2/27/2020</td>
<td>72.4</td>
</tr>
<tr>
<td>TNT INVESTMENTS LLC</td>
<td>504822</td>
<td>2/27/2020</td>
<td>2.47</td>
</tr>
<tr>
<td>TOSHIA N THOMAS</td>
<td>504823</td>
<td>2/27/2020</td>
<td>9.22</td>
</tr>
<tr>
<td>TRESIDIO HOMES</td>
<td>504824</td>
<td>2/27/2020</td>
<td>42.74</td>
</tr>
<tr>
<td>URBAN LLC</td>
<td>504825</td>
<td>2/27/2020</td>
<td>6000</td>
</tr>
<tr>
<td>WILLIAM EISINGER</td>
<td>504826</td>
<td>2/27/2020</td>
<td>52.28</td>
</tr>
<tr>
<td>YEVGENIYA KUZMENKO</td>
<td>504827</td>
<td>2/27/2020</td>
<td>36.97</td>
</tr>
<tr>
<td>ACCO ENGINEERED SYSTEMS</td>
<td>504828</td>
<td>2/27/2020</td>
<td>2044.87</td>
</tr>
<tr>
<td>ACTION GARAGE DOOR</td>
<td>504829</td>
<td>2/27/2020</td>
<td>295</td>
</tr>
<tr>
<td>ACUSHNET</td>
<td>504830</td>
<td>2/27/2020</td>
<td>6287.56</td>
</tr>
<tr>
<td>ADA COUNTY BILLING SERVICE</td>
<td>504831</td>
<td>2/27/2020</td>
<td>395</td>
</tr>
<tr>
<td>ADAME CONSTRUCTION</td>
<td>504832</td>
<td>2/27/2020</td>
<td>13100</td>
</tr>
<tr>
<td>ALAA ABDULAMIR</td>
<td>504833</td>
<td>2/27/2020</td>
<td>60</td>
</tr>
<tr>
<td>ALISON HARROD</td>
<td>504834</td>
<td>2/27/2020</td>
<td>25</td>
</tr>
<tr>
<td>AMAZON.COM</td>
<td>504835</td>
<td>2/27/2020</td>
<td>740.37</td>
</tr>
<tr>
<td>B&amp;W WRECKER SERVICE</td>
<td>504836</td>
<td>2/27/2020</td>
<td>1102.5</td>
</tr>
<tr>
<td>BAKER &amp; TAYLOR</td>
<td>504837</td>
<td>2/27/2020</td>
<td>3128.26</td>
</tr>
<tr>
<td>BALDWIN LOCK &amp; KEY</td>
<td>504838</td>
<td>2/27/2020</td>
<td>75</td>
</tr>
<tr>
<td>BANK OF AMERICA</td>
<td>504839</td>
<td>2/27/2020</td>
<td>7795.63</td>
</tr>
<tr>
<td>BENJAMIN KONKOL</td>
<td>504840</td>
<td>2/27/2020</td>
<td>1500</td>
</tr>
<tr>
<td>BOISE CITY TAXI</td>
<td>504841</td>
<td>2/27/2020</td>
<td>10</td>
</tr>
<tr>
<td>BOISE STATE UNIVERSITY</td>
<td>504842</td>
<td>2/27/2020</td>
<td>77552.77</td>
</tr>
<tr>
<td>BOISE TRANSFER STATION</td>
<td>504843</td>
<td>2/27/2020</td>
<td>33448.91</td>
</tr>
<tr>
<td>BOOKSITE</td>
<td>504844</td>
<td>2/27/2020</td>
<td>5800</td>
</tr>
<tr>
<td>BRIDGESTONE GOLF</td>
<td>504845</td>
<td>2/27/2020</td>
<td>2333.26</td>
</tr>
<tr>
<td>BROWN &amp; CALDWELL</td>
<td>504846</td>
<td>2/27/2020</td>
<td>12936.16</td>
</tr>
<tr>
<td>CALLAWAY GOLF</td>
<td>504847</td>
<td>2/27/2020</td>
<td>24.02</td>
</tr>
<tr>
<td>CARPENTER SCREEN PRINTING</td>
<td>504848</td>
<td>2/27/2020</td>
<td>3237.18</td>
</tr>
<tr>
<td>CENTURYLINK</td>
<td>504849</td>
<td>2/27/2020</td>
<td>108.82</td>
</tr>
<tr>
<td>CHARLIES PRODUCE</td>
<td>504850</td>
<td>2/27/2020</td>
<td>92.05</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>CINTAS</td>
<td>504851</td>
<td>2/27/2020</td>
<td>256.43</td>
</tr>
<tr>
<td>COBRA PUMA GOLF</td>
<td>504852</td>
<td>2/27/2020</td>
<td>266.87</td>
</tr>
<tr>
<td>CORVEL ENTERPRISE COMP</td>
<td>504853</td>
<td>2/27/2020</td>
<td>8400</td>
</tr>
<tr>
<td>CRC DESIGN BUILD SYSTEMS</td>
<td>504854</td>
<td>2/27/2020</td>
<td>23275</td>
</tr>
<tr>
<td>CSBEVERAGE</td>
<td>504855</td>
<td>2/27/2020</td>
<td>445.05</td>
</tr>
<tr>
<td>DADIRI NURO</td>
<td>504856</td>
<td>2/27/2020</td>
<td>37.5</td>
</tr>
<tr>
<td>DAY WIRELESS SYSTEMS</td>
<td>504857</td>
<td>2/27/2020</td>
<td>10686.94</td>
</tr>
<tr>
<td>DETAIL EXPRESS</td>
<td>504858</td>
<td>2/27/2020</td>
<td>575</td>
</tr>
<tr>
<td>ENVIROTECH SERVICES</td>
<td>504859</td>
<td>2/27/2020</td>
<td>3761.91</td>
</tr>
<tr>
<td>EQUIFAX INFORMATION SVCS</td>
<td>504860</td>
<td>2/27/2020</td>
<td>1421.59</td>
</tr>
<tr>
<td>EXPERIS IT SERVICES US</td>
<td>504861</td>
<td>2/27/2020</td>
<td>38532.16</td>
</tr>
<tr>
<td>EYEMART EXPRESS</td>
<td>504862</td>
<td>2/27/2020</td>
<td>110.9</td>
</tr>
<tr>
<td>FEDEX</td>
<td>504863</td>
<td>2/27/2020</td>
<td>68.27</td>
</tr>
<tr>
<td>FISHER SCIENTIFIC</td>
<td>504864</td>
<td>2/27/2020</td>
<td>1978.34</td>
</tr>
<tr>
<td>FPA SHOPPES AT HILLCREST</td>
<td>504865</td>
<td>2/27/2020</td>
<td>17382.25</td>
</tr>
<tr>
<td>FRIENDS OF ZOO BOISE</td>
<td>504866</td>
<td>2/27/2020</td>
<td>108.91</td>
</tr>
<tr>
<td>GALE CENGAGE LEARNING</td>
<td>504867</td>
<td>2/27/2020</td>
<td>343.7</td>
</tr>
<tr>
<td>GRACE ARROYO</td>
<td>504868</td>
<td>2/27/2020</td>
<td>210</td>
</tr>
<tr>
<td>GRAINGER</td>
<td>504869</td>
<td>2/27/2020</td>
<td>849.69</td>
</tr>
<tr>
<td>GRASMICK PRODUCE</td>
<td>504870</td>
<td>2/27/2020</td>
<td>387.56</td>
</tr>
<tr>
<td>GREAT FLOORS</td>
<td>504871</td>
<td>2/27/2020</td>
<td>2559.17</td>
</tr>
<tr>
<td>GROUNDWATER FOUNDATION</td>
<td>504872</td>
<td>2/27/2020</td>
<td>75</td>
</tr>
<tr>
<td>GULLEY EXCAVATION</td>
<td>504873</td>
<td>2/27/2020</td>
<td>16334</td>
</tr>
<tr>
<td>HAROLDS AUTO BODY</td>
<td>504874</td>
<td>2/27/2020</td>
<td>8177.66</td>
</tr>
<tr>
<td>HAYDEN BEVERAGE</td>
<td>504875</td>
<td>2/27/2020</td>
<td>988.3</td>
</tr>
<tr>
<td>HD SUPPLY FACILITIES MAINT</td>
<td>504876</td>
<td>2/27/2020</td>
<td>674.32</td>
</tr>
<tr>
<td>HORIZON DISTRIBUTORS</td>
<td>504877</td>
<td>2/27/2020</td>
<td>87953.22</td>
</tr>
<tr>
<td>IDAHO AIRSHIPS</td>
<td>504878</td>
<td>2/27/2020</td>
<td>225</td>
</tr>
<tr>
<td>IDAHO CORRECTIONAL INDUSTR</td>
<td>504879</td>
<td>2/27/2020</td>
<td>13928.35</td>
</tr>
<tr>
<td>IDAHO POWER</td>
<td>504880</td>
<td>2/27/2020</td>
<td>43.51</td>
</tr>
<tr>
<td>IDAHO STATE POLICE</td>
<td>504881</td>
<td>2/27/2020</td>
<td>6716.5</td>
</tr>
<tr>
<td>IDAHO STATESMAN</td>
<td>504882</td>
<td>2/27/2020</td>
<td>514.12</td>
</tr>
<tr>
<td>INDEPENDENT SCHL DIST OF B</td>
<td>504883</td>
<td>2/27/2020</td>
<td>22819.39</td>
</tr>
<tr>
<td>INGRAM LIBRARY SERVICES</td>
<td>504884</td>
<td>2/27/2020</td>
<td>9085.8</td>
</tr>
<tr>
<td>INTERMOUNTAIN GAS</td>
<td>504885</td>
<td>2/27/2020</td>
<td>126.19</td>
</tr>
<tr>
<td>INTERTRADE INDUSTRIES</td>
<td>504886</td>
<td>2/27/2020</td>
<td>20711</td>
</tr>
<tr>
<td>KUSTERS ZIMA</td>
<td>504887</td>
<td>2/27/2020</td>
<td>7962.31</td>
</tr>
<tr>
<td>LARRY H MILLER AFFILIATE</td>
<td>504888</td>
<td>2/27/2020</td>
<td>3093.75</td>
</tr>
<tr>
<td>LEXISNEXIS RISK SOLUTIONS</td>
<td>504889</td>
<td>2/27/2020</td>
<td>150</td>
</tr>
<tr>
<td>LN CITY CENTER PLAZA</td>
<td>504890</td>
<td>2/27/2020</td>
<td>180</td>
</tr>
<tr>
<td>LYNX INVESTMENTS LP</td>
<td>504891</td>
<td>2/27/2020</td>
<td>4634.08</td>
</tr>
<tr>
<td>MIKE MCHARGUE</td>
<td>504892</td>
<td>2/27/2020</td>
<td>13925</td>
</tr>
<tr>
<td>MIZUNO USA</td>
<td>504893</td>
<td>2/27/2020</td>
<td>1184.12</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------</td>
<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td>MODERN CONCRETE</td>
<td>504894</td>
<td>2/27/2020</td>
<td>3476.82</td>
</tr>
<tr>
<td>NETWORK INTERPRETING SERVI</td>
<td>504895</td>
<td>2/27/2020</td>
<td>387.88</td>
</tr>
<tr>
<td>NORTHWEST BIOSOLIDS MANAGE</td>
<td>504896</td>
<td>2/27/2020</td>
<td>1424.64</td>
</tr>
<tr>
<td>OCLC</td>
<td>504897</td>
<td>2/27/2020</td>
<td>21.25</td>
</tr>
<tr>
<td>OFFICE DEPOT</td>
<td>504898</td>
<td>2/27/2020</td>
<td>83.64</td>
</tr>
<tr>
<td>OVERDRIVE</td>
<td>504899</td>
<td>2/27/2020</td>
<td>2607.8</td>
</tr>
<tr>
<td>PAVEMENT SPECIALTIES OF ID</td>
<td>504900</td>
<td>2/27/2020</td>
<td>69.9</td>
</tr>
<tr>
<td>PETTY CASH PARKING SERVICE</td>
<td>504901</td>
<td>2/27/2020</td>
<td>21.18</td>
</tr>
<tr>
<td>PIPELINE INSPECTION SERVIC</td>
<td>504902</td>
<td>2/27/2020</td>
<td>1975</td>
</tr>
<tr>
<td>QAL TEK ASSOCIATES</td>
<td>504903</td>
<td>2/27/2020</td>
<td>645</td>
</tr>
<tr>
<td>QUADRANT CONSULTING</td>
<td>504904</td>
<td>2/27/2020</td>
<td>1088.61</td>
</tr>
<tr>
<td>QUALITY ELECTRIC</td>
<td>504905</td>
<td>2/27/2020</td>
<td>3942.06</td>
</tr>
<tr>
<td>RECORDED BOOKS</td>
<td>504906</td>
<td>2/27/2020</td>
<td>451.21</td>
</tr>
<tr>
<td>REPUBLIC PARKING</td>
<td>504907</td>
<td>2/27/2020</td>
<td>272728.15</td>
</tr>
<tr>
<td>REPUBLIC SERVICES 884</td>
<td>504908</td>
<td>2/27/2020</td>
<td>8133.37</td>
</tr>
<tr>
<td>RODENT PRO COM</td>
<td>504909</td>
<td>2/27/2020</td>
<td>213.11</td>
</tr>
<tr>
<td>SAFEGUARD BUSINESS SYSTEMS</td>
<td>504910</td>
<td>2/27/2020</td>
<td>311.27</td>
</tr>
<tr>
<td>SALOME MWANGI</td>
<td>504911</td>
<td>2/27/2020</td>
<td>75</td>
</tr>
<tr>
<td>SCOTT POINTS</td>
<td>504912</td>
<td>2/27/2020</td>
<td>900</td>
</tr>
<tr>
<td>SEA WESTERN</td>
<td>504913</td>
<td>2/27/2020</td>
<td>979.6</td>
</tr>
<tr>
<td>SHI INTERNATIONAL</td>
<td>504914</td>
<td>2/27/2020</td>
<td>597486.66</td>
</tr>
<tr>
<td>STEELMAN PLUMBING</td>
<td>504915</td>
<td>2/27/2020</td>
<td>933</td>
</tr>
<tr>
<td>STEIN DISTRIBUTING</td>
<td>504916</td>
<td>2/27/2020</td>
<td>390.64</td>
</tr>
<tr>
<td>STOP STICK</td>
<td>504917</td>
<td>2/27/2020</td>
<td>20000</td>
</tr>
<tr>
<td>SUSAN MANIKA</td>
<td>504918</td>
<td>2/27/2020</td>
<td>50</td>
</tr>
<tr>
<td>SWIRE COCA COLA USA</td>
<td>504919</td>
<td>2/27/2020</td>
<td>2232.45</td>
</tr>
<tr>
<td>SYSCO GENERAL FOODS SERVIC</td>
<td>504920</td>
<td>2/27/2020</td>
<td>551.99</td>
</tr>
<tr>
<td>T-O ENGINEERS</td>
<td>504921</td>
<td>2/27/2020</td>
<td>85838.03</td>
</tr>
<tr>
<td>TEKSYSTEMS</td>
<td>504922</td>
<td>2/27/2020</td>
<td>11325</td>
</tr>
<tr>
<td>TITAN TECHNOLOGIES</td>
<td>504923</td>
<td>2/27/2020</td>
<td>80495.68</td>
</tr>
<tr>
<td>TRANSUNION</td>
<td>504924</td>
<td>2/27/2020</td>
<td>1150</td>
</tr>
<tr>
<td>TRI COUNTY PROCESS SERVING</td>
<td>504925</td>
<td>2/27/2020</td>
<td>174</td>
</tr>
<tr>
<td>TVIHOA</td>
<td>504926</td>
<td>2/27/2020</td>
<td>8008</td>
</tr>
<tr>
<td>UNITED AUTO UPHOLSTERY</td>
<td>504927</td>
<td>2/27/2020</td>
<td>370</td>
</tr>
<tr>
<td>US BANK</td>
<td>504928</td>
<td>2/27/2020</td>
<td>614</td>
</tr>
<tr>
<td>VALLEY OFFICE SYSTEMS</td>
<td>504929</td>
<td>2/27/2020</td>
<td>1575.69</td>
</tr>
<tr>
<td>VIRGIN PULSE</td>
<td>504930</td>
<td>2/27/2020</td>
<td>15</td>
</tr>
<tr>
<td>VIRGINIA DONOSO</td>
<td>504931</td>
<td>2/27/2020</td>
<td>50</td>
</tr>
<tr>
<td>WESTERN RECORDS DESTRUCTIO</td>
<td>504932</td>
<td>2/27/2020</td>
<td>112.5</td>
</tr>
<tr>
<td>WIENHOFF DRUG TESTING</td>
<td>504933</td>
<td>2/27/2020</td>
<td>2790</td>
</tr>
<tr>
<td>XXII MEDIA</td>
<td>504934</td>
<td>2/27/2020</td>
<td>550</td>
</tr>
<tr>
<td>ZAID AL SAMARRAE</td>
<td>504935</td>
<td>2/27/2020</td>
<td>25</td>
</tr>
<tr>
<td>BANK OF AMERICA</td>
<td>1527</td>
<td>2/26/2020</td>
<td>174143.59</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------</td>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6,074,835.19</td>
</tr>
</tbody>
</table>

Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $6,074,835.19 (Check report February 27 2020)
**City of Boise**  
**Treasury Office**  
**State of the Treasury Report**  
**For the Month Ending**  
**January 2020**

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>Beginning Balance 1/1/2020</th>
<th>Total Bank Credits (deposits)</th>
<th>Total Bank Debits (withdrawals)</th>
<th>Ending Balance 1/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>POOLED</td>
<td>$ 6,742,265.13</td>
<td>$ 132,184,054.66</td>
<td>$ 135,508,837.94</td>
<td>$ 3,417,481.85</td>
</tr>
<tr>
<td>PAYROLL</td>
<td>$ 3,094,069.54</td>
<td>8,493,456.50</td>
<td>11,524,624.63</td>
<td>$ 62,901.41</td>
</tr>
<tr>
<td>CURRENT EXPENSE</td>
<td>$ 2,538,198.97</td>
<td>19,208,190.94</td>
<td>16,857,721.66</td>
<td>$ 4,888,668.25</td>
</tr>
<tr>
<td>FLEXIBLE SPENDING</td>
<td>$ 462,444.58</td>
<td>99,844.49</td>
<td>144,363.34</td>
<td>$ 417,925.73</td>
</tr>
<tr>
<td>DEFERRED COMP</td>
<td>$ 144.87</td>
<td>3,040,927.78</td>
<td>3,040,927.18</td>
<td>$ 145.47</td>
</tr>
<tr>
<td>HARRIS RANCH CID</td>
<td>$ 587,158.32</td>
<td>699,569.54</td>
<td>-</td>
<td>$ 1,286,727.86</td>
</tr>
<tr>
<td>INTERMOUNTAIN CLAIMS</td>
<td>$ 86,543.90</td>
<td>131,318.89</td>
<td>138,211.36</td>
<td>$ 79,651.43</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 13,510,825.31</td>
<td>$ 163,857,362.80</td>
<td>$ 167,214,686.11</td>
<td>$ 10,153,502.00</td>
</tr>
</tbody>
</table>

* The above accounts are held at US bank.

**INVESTMENTS (BOOK VALUE)**

<table>
<thead>
<tr>
<th>BALANCE ON 1/1/2020</th>
<th>NET INCREASES (DECREASES)</th>
<th>BALANCE ON 1/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 236,913,377.37</td>
<td>$ 86,463,209.38</td>
<td>$ 323,376,586.75</td>
</tr>
</tbody>
</table>

**TOTAL CASH AND INVESTMENTS**  
$ 333,530,088.75

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

LYNDA LOWRY  
CFO & Director of Finance and Administration
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-91-20
DATE: February 25, 2020
SUBJECT: FB 20-168: Golda Harris Reserve Bridge & Overlook: Parks: TDX Power Services, LLC NTE $354,100.00

BACKGROUND:

Parks and Recreation solicited proposals for the construction of an HS20 rated bridge over the Walling Creek, the construction of an overlook structure, concrete Greenbelt improvements and associated site work. This project is a requirement per the property Gift Donation.

BID RESULTS:

The bids were opened January 29, 2020, at 2:00 pm local time. Forty-seven (47) companies received plan sets and were entered on the plan holders list. Five (5) 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>TDX Power Services, LLC</td>
<td>$202,782.00</td>
<td>$151,318.00</td>
<td>$354,100.00</td>
</tr>
<tr>
<td>Clearwater Construction, Inc.</td>
<td>$264,775.00</td>
<td>$118,225.00</td>
<td>$383,000.00</td>
</tr>
<tr>
<td>Windspear Construction, LLC</td>
<td>$268,921.00</td>
<td>$134,425.00</td>
<td>$403,346.00</td>
</tr>
<tr>
<td>208 Northwest Construction, LLC</td>
<td>$292,662.00</td>
<td>$201,742.00</td>
<td>$494,404.00</td>
</tr>
<tr>
<td>Hellmann Construction Company, Inc.</td>
<td>$369,454.00</td>
<td>$130,087.00</td>
<td>$499,541.00</td>
</tr>
</tbody>
</table>

Engineer’s Estimate (base bid only) $250,000.00

Parks and Recreation staff reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder, TDX Power Services, LLC, has been contacted by Parks and Recreation staff and indicated that they would like to proceed with the project.
RECOMMENDATION:

Finance and Administration and Parks and Recreation Department staff recommend that FB 20-168 is awarded to the lowest responsive bidder, TDX Power Services, LLC, not to exceed $354,100.00 for Base Bid and Alternate #1. Award of this contract is subject to compliance with requirements.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 20-168 Contract (PDF)
- FB 20-168 Golda Harris Park Bridge and Overlook (PDF)
- FB 20-168 Attachment 1 - Specifications (PDF)
- FB 20-168 Attachment 2 - Drawings (PDF)
- FB 20-168 Attachment 3 - Irrigation (PDF)
- FB 20-168 Attachment 4 - Geotechnical Report (PDF)
- FB 20-168 Addendum 01 (PDF)
- FB 20-168 Addendum 02 (PDF)
- FB 20-168 TDX Power Services, LLC (PDF)
A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-168 GOLDA HARRIS RESERVE BRIDGE & OVERLOOK BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND TDX POWER SERVICES, LLC; 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 Parks and Recreation Department staff recommend award of FB 20-168: Golda Harris Reserve Bridge & Overlook, to the lowest, responsive bidder, TDX Power Services, LLC.

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 20-168: Golda Harris Reserve Bridge & Overlook by and between the city of Boise City and TDX Power Services, 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 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 20-168

Project: Golda Harris Reserve Bridge & Overlook
Contractor: TDX Power Services, LLC
Owner: Parks and Recreation, 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 TDX Power Services, LLC, 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
- 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.

2. Amount of Contract. In an amount Not to Exceed: $354,100.00 for Base Bid and Alternate #1.

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 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.

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 Parks and Recreation 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**
Parks and Recreation
1104 Royal Blvd.
Boise, Idaho 83706

**TDX Power Services, LLC**
2500 South Empire Way
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 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 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
FB 20-168

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

TDX Power Services, LLC
2500 South Empire Way
Boise, Idaho 83709

[Signature] 8.19.2020
Signature Date

[Print Name]

ACKNOWLEDGEMENT

State of [AK]

| ss

County of [______]

On the [19th] day of February, 2020, before me, the undersigned Notary Public, personally appeared [John Lyons], 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.

[Seal]

LENORA M. KOCHUTIN
Notary Public for Idaho Alaska

Residing at Anchorage, AK
Commission Expires: 01/15/22
CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF ALASKA

COUNTY OF Borough of Anchorage

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# 20-4682224 (IF EIN IS NOT AVAILABLE, DO NOT INCLUDE SS#)
TDX Power Services, LLC
(Contractor Name)
3601 C Street, Suite 1000
(Address)
Anchorage, Alaska 99503
(City and State)

( Signature)

Subscribed and sworn to before me the 10th day of September, 2019.

(Notary Republic)
Anchorage, Alaska
(City and State)

Commission Expires: June 15, 2022
Purchasing Contract Number FB 20-168

APPROVED AS TO FORM AND CONTENT:

Department  Date  2-19-20

Purchasing Agent  Date  2-19-20

Legal Department  Date  2-24-20

CITY OF BOISE

APPROVED BY:

Mayor  Date

ATTEST:

City Clerk  Date

Contract Amount:
Not to Exceed $354,100.00 for
Base Bid and Alternate #1.

Page 8 of 8
Addenda

1. 
2. 
3. 
4. 
5. 
6. 

Rev 5.18
## Table of Contents

<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>
<td>10</td>
</tr>
<tr>
<td>Work Conditions</td>
<td>13</td>
</tr>
<tr>
<td>Project Information</td>
<td>19</td>
</tr>
<tr>
<td>Equal or Equivalent Information</td>
<td>20</td>
</tr>
<tr>
<td>Equal or Equivalent Request Form</td>
<td>21</td>
</tr>
<tr>
<td>Bid Proposal Signature Page</td>
<td>22</td>
</tr>
<tr>
<td>Bid Proposal</td>
<td>23</td>
</tr>
<tr>
<td>References</td>
<td>26</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>28</td>
</tr>
<tr>
<td>Sample Contract</td>
<td>29</td>
</tr>
<tr>
<td>Technical Specifications</td>
<td>Attachment 1</td>
</tr>
<tr>
<td>Drawings</td>
<td>Attachment 2</td>
</tr>
<tr>
<td>Marianne Williams Park Irrigation Drawing</td>
<td>Attachment 3</td>
</tr>
<tr>
<td>Geotechnical Report</td>
<td>Attachment 4</td>
</tr>
</tbody>
</table>
FB 20-168
GOLDA HARRIS PRESERVE BRIDGE AND OUTLOOK

1/6/2020

The City of Boise, Idaho, invites you to submit a sealed Bid/Proposal for:

FB 20-168: Golda Harris Preserve Bridge and Outlook

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:

Construct a concrete bridge, an overlook, associated concrete Greenbelt, path and site repairs per plans, specifications and permit requirements.

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 Pre-Bid Meeting will be held on January 21, 2020 at 2:00pm located at the corner of E. Barber Valley Drive and E. Parkcenter Blvd.

<table>
<thead>
<tr>
<th>IMPORTANT DATES</th>
<th>DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Meeting</td>
<td>January 21st, 2020 at 2:00pm, Local Time</td>
</tr>
<tr>
<td>“Equal or Equivalent” Requests Due</td>
<td>January 23rd, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Questions &amp; Clarification Due</td>
<td>January 23rd, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Bids/Proposals Due</td>
<td>January 29th, 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 20-168
GOLDA HARRIS PRESERVE BRIDGE AND OUTLOOK

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 Project Title (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/Overnight" 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 20-168, Golda Harris Preserve Bridge and Outlook"**, 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, Bidders 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.
FB 20-168
GOLDA HARRIS PRESERVE BRIDGE AND OUTLOOK

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 23rd, 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  
Fax: 208-384-3995  
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 **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.

2.12 **Award Criteria**
Criteria will include pricing for options that best suit the needs of Boise and compliance with the specifications.

2.13 **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.

2.14 **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 to Idaho’s Reciprocal Preference Law, Idaho Code § 67-2349.
Reciprocal Preference Information: [https://www.naspo.org/reciprocity](https://www.naspo.org/reciprocity)

Note: Click on state of ID

2.15 **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
FB 20-168

GOLDA HARRIS PRESERVE BRIDGE AND OUTLOOK

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.

2.16 Payments and Billings

The Awarded Bidder will submit all invoices to:

City of Boise
Parks and Recreation Department
1104 Royal Blvd
Boise, ID 83706
Attn: Kelly Burrows

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

2.17 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.

2.18 Delivery:

All costs must include delivery charges.

2.19 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.
FB 20-168
GOLDA HARRIS PRESERVE BRIDGE AND OUTLOOK

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.

2.20 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 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** 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: Golda Harris Reserve Bridge and Outlook, FB 20-168.

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, find 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 in pursuant 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 Parks and Recreation Department’s 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 $100, unless otherwise provided under “Special Provisions” if present.

Execution of the Contract under these specifications will constitute agreement by the Owner and Contractor that $100 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 Parks and Recreation Department’s representative will have the right to increase the number of calendar days or not, as Boise Parks and Recreation Department’s representative may deem best to serve the interest of the Owner, and if Boise Parks and Recreation Department’s representative decides to increase the said number of working days, Boise Parks and Recreation Department’s 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 Parks and Recreation Department’s 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 Parks and Recreation Department’s Representative in writing of the causes of delay within five (5) days from the beginning of any such delay. The Boise Parks and Recreation Department’s 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 Parks and Recreation Department’s 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.

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
See attached plans and specifications.
Equal or Equivalent Requests

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 23rd, 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.**
TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: FB 20-168 Golda Harris Preserve Bridge and Outlook. 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</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Effect</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<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: (Please Print) 
Signature: 

City of Boise to complete: 

<table>
<thead>
<tr>
<th>Accepted</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Accepted</td>
<td></td>
</tr>
<tr>
<td>Accepted as noted</td>
<td></td>
</tr>
<tr>
<td>Received too late</td>
<td>By:</td>
</tr>
</tbody>
</table>
BID PROPOSAL SIGNATURE PAGE

<table>
<thead>
<tr>
<th>Name of Business</th>
</tr>
</thead>
</table>
| Please print or type  
| Address  
| City, State, Zip Code  
| Phone#  
| E-Mail Address  
| Federal Tax ID#  
| Signature | X  
| Printed Name  
| Title  
| Date  
| Idaho Public Works Contractor’s License Number  

Bidder Acknowledges Receipt of the Following Addenda:

- [ ] Addenda #1
- [ ] Addenda #2
- [ ] Addenda #3
- [ ] Addenda #4
- [ ] Addenda #5
- [ ] Addenda #6

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)
## BASE BID: Golda Harris Preserve - Bridge and Greenbelt Improvements

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization: Provide all mobilization, permit conformance, Best Management Practices, Greenbelt closure and all miscellaneous items in accordance with these plans and specifications.</td>
<td>Lump Sum $</td>
</tr>
<tr>
<td>2.</td>
<td>Demo: Provide all labor, materials and equipment for demolition of associated existing conditions to perform the work in accordance with these plans and specifications.</td>
<td>Lump Sum $</td>
</tr>
<tr>
<td>3.</td>
<td>Concrete Greenbelt: Provide all labor, materials and equipment to construct a complete concrete Greenbelt. Including but not limited to base material, concrete, retaining walls, hand rails and landscape repairs in accordance with these plans and specifications.</td>
<td>Lump Sum $</td>
</tr>
<tr>
<td>4.</td>
<td>Concrete Bridge: Provide all labor, materials and equipment to construct a complete concrete bridge. Including but not limited to base materials, concrete, structural reinforcement, abutments and metal handrails in accordance with these plans and specifications.</td>
<td>Lump Sum $</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID**: $
**Golda Harris Preserve Bridge and Outlook**

Return in Sealed Envelope

**ADD ALTERNATE 1: Golda Harris Preserve - Outlook Structure**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization: Provide all mobilization, permit conformance, Best Management Practices, and all miscellaneous items in accordance with these plans and specifications.</td>
<td>Lump Sum$</td>
</tr>
<tr>
<td>2.</td>
<td>Demo: Provide all labor, materials and equipment for demolition of associated existing conditions to perform the work in accordance with these plans and specifications.</td>
<td>Lump Sum$</td>
</tr>
<tr>
<td>3.</td>
<td>Concrete Path: Provide all labor, materials and equipment to construct a complete concrete path connecting the bridge and outlook structure, including irrigation and landscape repairs in accordance with these plans and specifications.</td>
<td>Lump Sum$</td>
</tr>
<tr>
<td>4.</td>
<td>Overlook Structure: Provide all labor, materials and equipment to construct a complete overlook structure. Including but not limited to base materials, concrete, metal structure, decking, handrail system and seating in accordance with these plans and specifications.</td>
<td>Lump Sum$</td>
</tr>
<tr>
<td>5.</td>
<td>Site Amenities: Provide all labor, materials and equipment to provide and install 1 trash receptacle and install an owner supplied rule sign in accordance with these plans and specifications.</td>
<td>Lump Sum$</td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE #1:**

$ 

**TOTAL ALTERNATE #1 IN WORDS:**

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.
**FB 20-168**
Golda Harris Preserve Bridge and Outlook
Return in Sealed Envelope

**DELIVERY INFORMATION**

List any risks associated with the on-time delivery of this project:

<table>
<thead>
<tr>
<th>Risk 1</th>
<th>Risk 2</th>
<th>Risk 3</th>
<th>Risk 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Capacity (list current projects and current completion dates):**

<table>
<thead>
<tr>
<th>Project</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></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.

**Reference 1**

<table>
<thead>
<tr>
<th>Organization Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

**Reference 2**

<table>
<thead>
<tr>
<th>Organization Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

**Reference 3**

<table>
<thead>
<tr>
<th>Organization Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</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></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vendor's Comments:**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
**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.

The general contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

**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 MUST be provided

(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</th>
<th>Electrician License#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor’s License Number</th>
<th>Plumbing License#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor’s License Number</th>
<th>HVAC License#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

*6.D.1.b*
FB 20-168
Golda Harris Preserve Bridge and Outlook
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 __________________________ 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 20-168. 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.

Principal

Surety

Seal

By
CONSTRUCTION CONTRACT AGREEMENT

PURCHASING CONTRACT NUMBER FB 20-168

Project: (Insert Project Name)

Contractor: (Insert Contractor’s Name)

Owner: (Insert Department Name), 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
- Construction Contract Agreement
- Specifications
- Acknowledgements
- 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.

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.

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 the Boise Parks and Recreation Department 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
Parks and Recreation Department
1104 Royal Blvd
Boise, Idaho 83706
```

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 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.

(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)

_________________________
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 20-168

Approved as to form and content:

____________________________________
Department    Date

____________________________________
Purchasing Agent    Date

____________________________________
Legal Department    Date

City of Boise

Approved by:

____________________________________
Mayor    Date

Attest:    Contract Amount:

______________________________
City Clerk    Date

$(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, deposite 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 DEPARTMENT NAME, 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.
## Technical Specifications

<table>
<thead>
<tr>
<th>Item</th>
<th>Subcategory</th>
<th>Division</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Information</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>General Conditions</td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>General Requirements for Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Summary of Work</td>
<td>1</td>
<td>01010</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Codes, Test/Industry Standards</td>
<td>1</td>
<td>01100</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>Staking of Work</td>
<td>1</td>
<td>01110</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>Facilities/Temporary Controls</td>
<td>1</td>
<td>01510</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Site Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Clearing</td>
<td>2</td>
<td>02110</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>Earthwork</td>
<td>2</td>
<td>02200</td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>Base Course Aggregate</td>
<td>2</td>
<td>02230</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>Irrigation</td>
<td>2</td>
<td>02810</td>
<td></td>
<td>18</td>
</tr>
<tr>
<td>Landscaping</td>
<td>2</td>
<td>02900</td>
<td></td>
<td>24</td>
</tr>
<tr>
<td>Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Formwork</td>
<td>3</td>
<td>03100</td>
<td></td>
<td>36</td>
</tr>
<tr>
<td>Concrete Reinforcement</td>
<td>3</td>
<td>03200</td>
<td></td>
<td>37</td>
</tr>
<tr>
<td>Cast-in-Place</td>
<td>3</td>
<td>03300</td>
<td></td>
<td>38</td>
</tr>
<tr>
<td>Grout</td>
<td>3</td>
<td>03600</td>
<td></td>
<td>54</td>
</tr>
<tr>
<td>Metal Work</td>
<td>5</td>
<td>05500</td>
<td></td>
<td>60</td>
</tr>
</tbody>
</table>
GENERAL INFORMATION FB 20-168; Golda Harris Park Bridge and Outlook

Parks and Recreation will submit and pay for the Building and or Grading and Drainage permits which will include the Erosion and Sediment Control Plans (ESC). Contractor shall coordinate with project manager to provide required information to finalize building permit including contractor information, contractor registration number, responsible person for ESC, etc. Contractor responsible to pick up permit, display required notices, and schedule all permit inspections.

The Contractor shall schedule all work under this contract to be a sustained and concerted effort to complete the project within the allotted time. A project construction schedule specific to the line item tasks shall be completed by the Contractor prior to beginning work on the project. The aforementioned construction schedule must be presented to and approved by the Boise Parks and Recreation Departments Park Development Coordinator prior to construction start up.

The Contractor shall be responsible for the coordination with Dig Line and Boise Parks and Recreation Department staff to locate all existing utilities, irrigation laterals, heads mainlines and valve/controller wires. Any damage to marked utilities or damage from utilities due to lack of coordination shall be repaired at the Contractor’s expense.

The contractor is responsible for damages to any and all facilities and appurtenances, plant material, underground utilities and other improvements and must repair and/or replace any or all items damaged in a timely and acceptable manner at no cost to the Owner.

The limits of construction and indicated on the drawings shall be delineated on the site by temporary safety fence suitable for denying access to the public. Such fencing shall be considered incidental to the contract and shall be barricaded and/or fenced to deny access when ever the Contractor is away and can not provide security for the facility. Barricades are to remain in place until final inspection has been made by the Project Coordinator and sufficient time has been allowed to surfacing to cure.

The Contractor shall be responsible for pedestrian and vehicular safety and control within and about the work site. The Contractor shall obtain all permits and bonds required by and/all pertinent agencies and shall provide all necessary warning devices, barricades, signage and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

It is the Contractor’s responsibility to make provision and pay for water and power necessary for work under this contract and to clean-up any spills or debris or residues created by their work.

The Contractor shall become familiar with the site and its restrictions prior to bidding. He should also be familiar with all aspects of these specifications, pertinent to City Codes and the plans for this works. All tax liabilities imposed by the State Tax Commission must be met and verified prior to the release of the final payment. Attention to Idaho
The Boise Parks and Recreation Department, Project Coordinator may be reached by calling (208) 608-7634.
Definitions

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.

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.

Project
The “project” is that total construction defined in the contract documents of which the work may be the whole or only a part.

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.

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.

Construction Contract

Execution
The construction contract should be signed and dated by both owner and contractor.

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.

Contractor’s Responsibility

Payment Terms and Insurance
The contract documents should set forth requirements for payments and insurance.

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.

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.
Review of Contract Documents
The contractor shall carefully review the contract documents and shall promptly report any errors, inconsistencies or omissions he may discover.

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.

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.

Schedule
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.

Delays
The contractor shall inform the owner of any delays, and causes of such, that affect the completion of the work.

Supervision and Direction
The contractor shall be responsible for the supervision and direction of the work. He shall direct his authorized staff and/or subcontractors as deemed necessary and consistent with good construction practices.

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.

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.

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.
Communications
The contractor shall direct all communications regarding the work to the owner.

Guarantee
The contractor performing any part of the work and any subcontractors under the contract shall guarantee their respective work against defective materials or workmanship for 12 months from the date of filing notice of completion by the contractor and acceptance of such by the owner.

End of Section
A. GENERAL

1. Scope
   Laying Out of Work
   The Contractor shall layout all work from established elements indicated on the site plans. The Contractor shall incur all expenses for the provision of all stakes, templates, platforms, equipment, tools, materials, and labor as may be required in laying out any/all parts of the work as defined herein. After staking, but before proceeding with construction, the Contractor shall be responsible for notification to, and approval of the staking by Boise Parks & Recreation Department.

2. General Contract
   All work shall be bid under one General Contract(s).

3. Completion Time
   As defined under "Contract Agreement".

4. Sequence
   As agreed upon between the Contractor and Boise Parks and Recreation.

5. Verification
   Contractor shall be responsible for the verification and notification to Boise Parks & Recreation Department of any and all existing conditions; inclusive of site utilities above and below ground, that may be in conflict with the intent of the plans and specifications of this project. He shall do so before proceeding with construction.

   The Contractor shall be responsible for calling Digline at 342-1585, on site within 10 (ten) days of intended relative work to verify approval of determined layouts.

End of Section
A. GENERAL

The Contractor shall obtain and pay for all permits, inspections, and fees, and for tests necessary to fulfill the Contract obligations, in conformance to specifications, plans and details.

1. Codes
   The Contractor shall comply with all State, County and local codes, and with the 2015 International Building Code (IBC), as they apply in part or whole to the project.

2. The Contractor must also follow the Americans with Disabilities Act Accessibility Guidelines (ADA-AG).

3. Tests
   The Owner reserves the right to perform tests to determine conformity of project work to specifications, plans and details. Contractor shall incur all fees associated with such tests.

4. Industry Standards and Specifications
   The materials and craftsmanship called for in this Contract shall be in conformance to industry standards and specifications listed here. The Contractor shall also be responsible for any recent revision/improvement to these standards written herein and shall conform to such.

   a. American Society for Testing and Materials Specifications:
      C33-64 Concrete aggregates.
      C94-65 Ready-mixed concrete.

   b. American Concrete Institute Standards:
      ACI 347-63 Recommended practice for concrete formwork.

   c. Idaho Standards for Public Works Construction (ISPWC).

End of Section
Division 1, General Requirements  
Section 01110, Staking and Layout

A. GENERAL

The Contractor shall stake out the layout for all work under this contract from established elements, i.e. Points of Beginning, corner points and others, as indicated on the site plans. All staking shall be approved by Boise Parks & Recreation prior to commencement of any work.

B. MATERIALS

The Contractor shall layout all work from established elements indicated on the site plans. The Contractor shall incur all expenses for the provision of all stakes, templates, platforms, equipment, tools, materials, and labor as may be required in laying out any part of the work. After staking and prior to any construction, the Contractor shall work to make any necessary amendments to layout due to existing trees, etc., as incidental to submitted bid unit to gain Boise Parks & Recreation approval before construction.

C. INSTALLATION

Contractor shall take special care to avoid damage to any adjacent areas. The Contractor shall also take special precautions to avoid damage to existing amenities on site (i.e., pavement, curbs, etc.). Any damage to such resultant of contract work shall be restored or repaired at Contractor's expense, and shall meet with Boise Parks & Recreation approval before proceeding with work.

End of Section
A. GENERAL

General Contractor shall be responsible for the provision of the following temporary facilities at site and pay all costs incurred, except as specified otherwise.

1. Soil Protection
   Provide adequate protection for all soil subject to damage due to lime, paint, oil, concrete or any other cause or operation under the contract.

2. Dust Control
   An effective dust control program, maintained throughout the construction operations of this project, by means of sprinkling or other methods as approved and when directed by the Owner's representative.

3. Sediment Containment
   Provide adequate protection for the stream channel throughout the construction operations of this project by means of silt fencing, filter bagging, fiber rolls, sediment traps or other methods as approved and when directed by the Owner’s representative.

4. Tracking
   Adequate protection of all public streets and right of ways maintained throughout construction operations to avoid tracking mud and debris via vehicles and equipment exiting the project site.

End of Section
Division 2, Site Work
Section 02110, Site Clearing

A. GENERAL

1. Scope
Furnish all work, services, materials, and related items only as necessary to complete the work indicated in the specifications, plans and details.

2. Trees to Remain
Fence and/or otherwise protect from damage in an approved manner, bushes and single trees or groups of trees noted to remain in this vicinity of construction. Light no fires under or within 10' of drip line of any trees or bushes to remain, and place no materials or debris, nor park any equipment, motor driven or otherwise, within the spread of any branches; otherwise known as the drip line of the tree.

Fence shall be installed 10' beyond the drip line of the trees and or shrubs. Fence shall be 6' high chainlink attached to t-posts set 10' o.c. Fencing shall take place prior to any work taking place on site. See Section 02900 Tree Protection Standards

3. Damage Clause
Damage to trees or bushes during construction will be assessed against Contractor per dollar amount of replacement value. The value and damage amount will be determined by ratings of the International Society of Arboriculture Shade Tree Evaluation, Latest Edition, as facilitated by Boise Parks & Recreation Urban Forestry Division.

4. Protection of Existing Irrigation Systems
Contractor shall protect and maintain the operation of all existing irrigation systems. 24 hour notice by the Contractor to Boise Parks & Recreation Department is required prior to site work. No site meetings will take place Friday afternoons, weekends or legal holidays. All portions of the irrigation system must be functional and the system operable at the end of each work day. No portion of the irrigation system may be shut down or out of use for longer than 24 hours. All damage to the existing system must be repaired within 24 hours.

B. CLEARING

1. Site Preparation
The Contractor shall clear the site of all excess debris prior to any contract work. This debris shall be hauled off the site, and disposed of in accord to local code, at the Contractor's expense.

2. Fill/Topsoil
Excess fill shall be hauled off site, and topsoil shall be stockpiled for use on site or hauled off site at the discretion and direction of Boise Parks & Recreation Department.
C. DAMAGE REPAIR

All work shall be done in such a manner that damage to existing properties/facilities is avoided. Should damage occur, the Contractor shall stop work in the area; repair all damage in accord to Boise Parks & Recreation specification; and obtain approval of repairs by Boise Parks & Recreation prior to resuming work in the area. Repairs shall be completed at the Contractor’s expense.

Damage to trees or bushes during construction will be assessed against Contractor per dollar amount of replacement value. The value and damage amount will be determined by ratings of the International Society of Arboriculture Shade Tree Evaluation, Latest Edition, administered by Boise Parks & Recreation Community Forestry Unit.

D. DEMOLITION

1. Verification
   Contractor shall review site prior to any demolition work, and verify any site conditions that would impair satisfactory completion of work. Notification of these conflicting utilities/facilities shall be made to Boise Parks & Recreation prior to proceeding with work, and drawings shall be amended as necessary to facilitate work.

2. Excavation
   Contractor shall demolish all items as designated on plans and shall remove and dispose of all debris in accordance to local code and regulations.

3. Damage Repair
   All work shall be done in such a manner that damage to existing properties/facilities is avoided. Should damage occur, the Contractor shall stop work in the area; repair all damage in accord to Boise Parks & Recreation specification; and obtain approval of repairs by Boise Parks & Recreation prior to resuming work in the area.

End of section
A. GENERAL

1. Scope of Work
   Furnish all work, services, materials and related items necessary to complete the
   project indicated on the drawings, and/or specified by Boise Parks & Recreation.
   The construction items to be performed shall include, but not limited to:

   a. Supplying and spreading of clean fill material at Boise Parks & Recreation
      designated areas. This material will be approved by Boise Parks & Recreation
      before dumping.

   b. Maintaining all bench marks, monuments and other reference points and
      obtaining accurate replacement at final grade of any disturbed or destroyed, or
      that must be moved due to the nature of the work, and furnishing certificate
      by professional surveyor that all such items have been accurately relocated.

   c. Informing Boise Parks & Recreation 24 hours in advance, when fill materials,
      fill areas, compacted fill and other items requiring approval are ready for
      proper inspection and approval.

2. Alternatives
   Refer to bid schedule for possible effect on work of this section.

3. Verification
   Before proceeding with any work, the Contractor shall verify all layout of
   earthwork with Boise Parks & Recreation, to alleviate any unforeseen conflicts
   that could prevent efficient and/or accurate earthwork/grading.

   Contractor shall verify intent of plans for positive drainage on site and shall notify
   Boise Parks & Recreation of any perceived conflicts with the proposed grading
   before proceeding with work.

4. Conduct of Work
   Fill, backfill, and compact fill

   a. Work shall not proceed until fill material, fill areas and equipment to be used
      in performing the work have been approved by the Boise Parks & Recreation
      Representative; all foreign materials have been removed, and all new
      construction over which filling or backfilling is required has been completed
      and approved, such as utility items, sleeves, etc.

   b. All work shall be done in such a manner that damage to existing features;
      inclusive of the path and trees, is avoided.

   c. Delays
      If it should become necessary to suspend grading and placement operations
      due to weather or other acceptable delay conditions, the entire area worked
      upon shall be bladed until smooth, free of depressions and ruts, and crowned
      so that no water can collect or be impounded.
5. Staking Work The Contractor shall stake his work from established base lines and
benchmarks indicted on the Drawings, and shall be responsible for all
measurements in connection therewith. The Contractor shall furnish, at his own
expense, all stakes, templates, platforms, equipment, tools, materials and labor as
may be required in laying out any part of the work from the base lines and bench
marks.

B. MATERIALS
Contractor shall provide fill material for all earthwork, including imported topsoil to 6"
depth below finished grade, as per plans and details, unless otherwise noted.

End of Section
A. GENERAL

1. Scope of Work
   Furnish all labor, materials and related items necessary for proper execution and completion of one or more base course composed of crushed gravel, stone or other similar materials meeting the grade or maximum size specified in the Proposal or shown on the plans and constructed on the path in conformance with these specifications and the plans.

2. Alternatives
   Refer to bid schedule for possible effect on work of this section.

3. Verification
   Before proceeding with any work, the Contractor shall verify all siting pertaining to this work, and shall report in writing to Boise Parks & Recreation Department any conditions imposing conflict upon such.

4. Conduct of Work
   a. Work shall not proceed until sub-base is compacted and at grade.
   b. All work shall be done in such a manner that damage to existing features; inclusive of the fences and trees, is avoided.

5. Staking of Work
   The Contractor shall stake his work from established base lines indicated on the drawings, and shall be responsible for all measurements in connection therewith. The contractor shall furnish all equipment, materials and labor as may be required in laying out this work.

B. MATERIALS
   Aggregates for Surfacing and Concrete Paths

1. Crushed Base Material
   Crushed base material shall consist of both fine and coarse fragments of crushed stone or crushed gravel, blended if required, with sand, finely crushed stone, crusher screenings or other similar approved materials. The completed mixture of aggregates shall be capable of being compacted into a dense and well-bonded base.

   The crushed stone or gravel shall consist of hard durable particles of fragments of stone, free from an excess of flat, elongated, soft or disintegrated pieces, dirt, or other objectional matter, and shall have a percent or wear of not more than 35 at 500 revolutions as determined by AASHTO T-96 (Los Angeles Abrasion Test).
Division 2, Site Work
Section 02230, Base Course Aggregate

The method used in production shall be such that the percentage of fractured particles occurring in the finished product shall be as nearly constant and uniform as practicable. The crushing shall result in a product such that at least 70 percent of the material retained on a No. 4 mesh sieve will have at least two fractured faces. If necessary to meet this requirement or to eliminate an excess of fine, uncrushed particles, gravel shall be screened before crushing.

Coarse and fine aggregates shall be tested for soundness in accordance with AASHTO T-104. The number of cycles shall be 5, the solution shall be sodium sulphate, and the maximum loss shall not exceed 12%.

All materials passing the No. 4 mesh sieve produced in the crushing operation shall be incorporated in the base material unless there is an excessive amount which, if included, would not meet the gradation requirements.

2. Gradation
As determined as AASHTO Methods T-11 and T-27, the material shall, for the grading specified in the Proposal, including any binder or filler which may have been added at the plant or on the roadway, meet the requirements of that grading in the Table of Gradations:

<table>
<thead>
<tr>
<th>TABLE 802-A GRADATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVES</td>
</tr>
<tr>
<td>2 inch</td>
</tr>
<tr>
<td>1 ½ inch</td>
</tr>
<tr>
<td>1 inch</td>
</tr>
<tr>
<td>3/4 inch</td>
</tr>
<tr>
<td>3/8 inch</td>
</tr>
<tr>
<td>No. 4 sieve</td>
</tr>
<tr>
<td>No. 8 sieve</td>
</tr>
<tr>
<td>No. 30 sieve</td>
</tr>
<tr>
<td>No. 200 sieve</td>
</tr>
</tbody>
</table>

Suitability of the aggregate for its particular use shall be determined by the final gradation required for grading, as established by the Engineer, within the limits allowed in the Table for the particular grading specified. The Engineer may, when necessary to obtain a desired and uniform gradation, fix the maximum percent of fine aggregate passing the No. 4 sieve within the specified limits and the Contractor will not be allowed any compensation for costs incurred in the rejection of fines or adjustments required in conforming to such established limits. That portion of fine aggregate passing the No. 200 sieve shall be less that sixty percent of that portion passing the No. 40 sieve.
The liquid limit for that portion of the fine aggregate passing a No. 40 sieve shall not exceed 25 (twenty-five) nor shall the plasticity index exceed 6 (six) as determined by AASHTO T-89, T-90 and T-91. The sand equivalent shall not be less than 35 as determined by AASHTO T-176.

C. INSTALLATION

1. Installation Preparation
   Contact Boise Parks & Recreation Department Development Coordinator prior to excavation and placement of material for evaluation of existing trees and tree roots. Contractor shall be responsible for damage to existing trees and roots.

   Immediately prior to the placing of the base course, the surface of underlying subgrade, sub-base or base course shall be bladed smooth and shaped to the cross section as shown on the plans before the base course is placed.

2. Compaction
   Materials placed shall be compacted to a minimum 95% (.95) density to the full width by rolling with approved tamping or power rollers. Any irregularities or depressions that develop under rolling shall be corrected by loosening the material in these places and adding or removing material, as the case may require, until the surface is smooth and uniform.

3. Compaction Requirements for Crushed Aggregate Base Courses.
   The Contractor shall provide watering and rolling as required to obtain a minimum field density of 95% and no separate compensation shall be allowed for rolling and watering the base course other than the base course bid item or items listed in the Proposal.

End of Section
A. GENERAL

1. Scope
   a. Furnish all labor, materials, tools and equipment as necessary for proper execution and completion of all sprinkler work. Whether specified further or not, the intent is that the Contractor shall furnish a complete and operable system of approved coverage as indicated on the Drawings. All systems shall be installed prior to final grading.

   b. If a bidder wants to propose different equipment than what is called for, they must present the written alternative(s) to Boise Parks & Recreation's representative as per "Or Equal" process previously outlined.

2. Alternatives
   Refer to the bid schedule for possible effect on work of this section.

3. Verification
   Before proceeding with any work, the Contractor shall verify all dimensions pertaining to spacing of sprinkler heads and location of valves and other items. Should any errors in the drawings or conflicts between the Drawing and/or Specifications be found, the Contractor shall immediately notify Boise Parks & Recreation's representative.

4. Conduct of Work
   a. The Contractor shall maintain continuously a competent superintendent or foreman during progress of the work, with authority to act for him in all matters pertaining to the work.

   b. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the work under control. Subcontractors shall not be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor and their work shall be subject to the provisions of the Contractor's responsibility.

   c. The Contractor shall become familiar with the location of known existing Utilities and any damage done to these utilities or other properties, installations, or equipment shall be the Contractor's responsibility.

   d. The Contractor shall progressively clean the work site of debris and rubbish as the work proceeds.

   e. The Contractor shall be responsible for the provision of barricades, any safety guards, and any other structures or improvements necessary for the complete protection of the public.
B. Materials

All materials shall be new and of domestic manufacture. Any substitution of materials other than specified shall be approved by Boise Parks & Recreation's representative prior to the pre-bid meeting. (The product plus manufacturer's literature must be submitted for inspection before substitution will be considered.)

1. Control Wire for Automatic Valves
   a. Control wire must be insulated, single strand copper designed for 24 volt or higher. It shall be minimum 14 gauge underground approved copper wire.
   b. Copper conductor must meet or exceed ASTMB-3 specifications.
   c. Control wire must be U.L. approved as type U.F. (under ground feeder).
   d. Red and white colors must be available.
   e. Sufficient quantities must be supplied to meet splice and extra wire requirements listed under control wire installation.
   f. All control wires shall be labeled at each end as to initial connection at controller and respective valve, in a permanent fashion.
   g. All control wires shall be placed a minimum of 4" from any lateral or mainline in the trench.

2. Valve Boxes
   Carson Boxes will be used; "Jumbos" as needed.

3. P.V.C. Pipe
   a. P.V.C. pipe shall be virgin, high impact polyvinyl chloride pipe, conforming to commercial standards CS 207-60.
   b. Mainlines, laterals and fittings with solvent weld type joints are required except where head assemblies, valves, etc., require threaded joints. All pipe shall be Schedule 40 for line sizes 3/4", 1", 1 1/4", 1 1/2", and 2". All pipe shall be Class 200 for line size 2 1/2", 3", 4", and 6". Mainlines and laterals 4" and larger shall be gasketed pipe with all fittings being mechanical ductile iron.
   c. Pipe shall be homogeneous throughout and be free from defects, cracks, holes, foreign materials, wrinkles, dents, and blisters.
   d. Pipe shall be continuously and permanently marked with the following information: Manufacturer's name, kind of pipe, size NSF approved, schedule number.
Division 2, Site Work
Section 02810, Irrigation Systems

e. Pipe and fittings must be of American manufacture.

f. Fittings shall be Schedule 40 and of American manufacture.

4. Electrical tape binding wires shall be black plastic, 3/4" (three-fourths inch) wide all-weather type.

5. Sprinkler Heads
Sprinkler heads shall be commercial style, as designated on Irrigation Plan(s).

C. INSTALLATION

1. Trenching
   a. All trenches (no exceptions) shall be deep enough to have the bottom of the lateral lines at 18" (eighteen inches) and 24" (twenty four inches) for mainlines.
   b. All trenches must be straight with no abrupt changes in grade.
   c. The trench bottom must be free of rocks or sharp edged objects. Contractor shall include sand bedding pipe zone in bid as incidental to irrigation. Sand bedding pipe zone shall encompass the pipe with 3" of material on all sides. Sand must be clean with 100% passing a 40 screen.
   d. Contractor shall avoid backfilling the remainder of the trench with rock, gravel, or non-native material larger than 1/4". All imported backfill must be clean topsoil or sand with 100% passing the ¼” screen.
   e. Contact Boise Parks & Recreation Department 24 hours in advance prior to trenching within 10' of the drip line of an existing tree.

2. P.V.C. Pipe and Fittings
   a. Exercise care in handling, loading, unloading and storing to avoid damage. The pipe and fittings shall be stored under cover and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat, so as not to be subject to undue bending or concentrated external load at any point. Any pipe that has been dented or damaged shall be discarded until such damage has been cut out and the pipe is rejoined with coupling.
   b. Solvent welded joints shall be given at least 15 (fifteen) minutes set-up time before moving or handling. Pipe shall be partially center loaded to prevent arching and slipping. No water shall be permitted in pipe until a period of at least 10 (ten) hours is elapsed for solvent welding setting and curing.
c. Backfilling shall be done when pipe is not in an expanded condition due to heat or pressure. Cooling of the pipe can be accomplished by operating the system for a short time before backfill, or by backfilling in the early part of the morning before the heat of the day.

d. Before pressure testing, soluble weld joints shall be given at least 24 (twenty-four) hours curing time.

e. No P.V.C. pipe may be threaded or connected to a threaded fitting without an adapter.

f. Great care must be taken to ensure that the inside of the pipe is absolutely clean. Any pipe ends not being worked on should be protected.

g. When two or more lines are adjacent, Boise Parks & Recreation allows them to be placed in the same trench, but not touching. Place them at least 4" (four inches) apart. The lines may not be installed with one on top of the other.

3. Control Wire

a. Control wires are to be taped together at 10' (ten foot) intervals, and then laid in trench alongside the mainline, as per detail, with a minimum separation of 4".

b. Control wires shall be labeled at each end as to initial connection at controller and respective valves in a permanent fashion.

c. Splices at the valve will be accomplished with a direct bury splice kit.

d. There are to be no splices of the lead wire between the valve and the controller. There must be a separate lead or "hot" wire to each automatic valve. The common ground wire can connect to all valves.

e. All splices must be contained in valve boxes. They must be spliced and water tight. Contractor will add one (1) foot extra of the lead and common wire in each valve box.

4. Irrigation Heads

a. When the irrigation heads are being staked, it is important to have coordination with Boise Parks & Recreation's representative. Final location of heads must be approved before installation. Changes from the original plans must be shown on an "As Built Drawing".

b. Full heads must be "Full" and not part circle made to cover a full circle.
Division 2, Site Work  
Section 02810, Irrigation Systems

c. Check valves may be required, as designated on Irrigation Plan(s) and legend.

d. All irrigation head attachments will be with triple swing joint assemblies. The assembly must not be installed vertical. It will be installed to take advantage of the 3 (three) swing joints and slightly laid over.

e. All heads will be teed and separated from the lateral lines at a minimum of 18" (eighteen inches).

f. When adjacent to pavement, curbs or a permanent surface, place the head at 3" (three inches) from this surface.

D. TESTING

1. Before backfilling, all P.V.C. lateral lines, mainlines, and valve fittings, shall be capped, flushed, and pressure tested with air or water, with all joints exposed to 100 (one hundred) psi. The lines shall be accepted only when a maximum of 5 (five) psi pressure is lost in 15 (fifteen) minutes. This pressure shall be maintained until all joints and fittings have been inspected by the Owner's Representative. The Owner's Representative shall be notified 24 (twenty four) hours minimum, prior to requesting the pressure inspection.

2. To be valid, all tests must be performed under the direction and supervision of Boise Parks & Recreation's representative. Notification shall be given 24 hours in advance. No testing shall take place on weekends or legal holidays.

E. BACKFILLING

1. In refilling trenches, the material around the pipe and in the remainder of the trench shall meet Section C. Trenches shall be compacted through mechanical means or thoroughly water-settled as approved by Boise Parks & Recreation's Representative. No water jetting shall be allowed unless permission is given. Compaction shall be to 85% (eighty-five percent).

2. All imported backfill must be clean topsoil or sand as per Section C.

3. Any settling of backfilled trenches shall be repaired by the Contractor without expense to Boise Parks & Recreation, including complete restoration of all damaged property.

4. Trenches or tunnels under roads or paved areas shall be backfilled and tamped with a mechanical tamper in successive 8" (eight inches) compacted lifts. Paving shall be replaced to the satisfaction of Boise Parks & Recreation, details, and plans. Compaction under paved surfaces shall be compacted to 95% (ninety-five percent). All other compaction shall be to 85% (eighty-five percent).
5. Before complete backfilling, all underground appurtenances including valves, drain valves, etc., must remain exposed so that they can be located "as-built" by the Contractor and reviewed by Boise Parks & Recreation's Representative. The appurtenances must be clearly visible and not just marked. It is suggested that the Contractor partially backfill pipe as it is laid, leaving all joints exposed; then complete backfilling later after flushing, pressure testing, inspection of As-Built location. The Contractor must give 24 (twenty-four) hour notice to Boise Parks & Recreation each time an inspection is required. The location, inspection, and testing provisions of these Specifications will be strictly adhered to. If for any reason any part of the sprinkler system is backfilled before approved location, testing, or inspection, it must be completely uncovered and exposed until approved for backfilling by Boise Parks & Recreation Representative.

6. All roots, rocks, and surplus excavation shall be removed from the site unless otherwise directed. Any sod buried under excavation shall be raked free of dirt after excavation is removed.

F. FINAL INSPECTION
The Contractor in the presence of Boise Parks & Recreation, shall perform a water coverage test to determine if the water coverage and operation of the system is complete and satisfactory. If any part of the system is inadequate due to the Contractor's poor workmanship, negligence, or materials, it shall be repaired or replaced at the Contractor's expense and the test repeated until satisfactory coverage is achieved. Acceptance shall be granted with Final Acceptance of project. However, As-Builts must be submitted prior to this Final Acceptance.

G. GUARANTEE
Should any trouble develop within 1 (one) year of final acceptance, which in the opinion of Boise Parks & Recreation is due to inferior or faulty material and/or workmanship, the trouble shall be corrected without delay to the satisfaction of Boise Parks & Recreation and at the Contractor's expense.

H. CLEAN UP
The Contractor shall remove from the site all debris, brush, wood, large roots, and other debris resulting from his operation. He shall repair, to the satisfaction of Boise Parks & Recreation Representative, any damage to sod, trees or improvements on or near Boise Parks & Recreation's property, resulting from his work.

I. AS BUILT DRAWINGS
The Contractor shall, upon completion of the work and prior to final acceptance of project, furnish Boise Parks & Recreation's Representative with a newly drafted, readable As-Built Drawing on 24"x36" vellum of the entire installation; illustrating any and all deviations from the Contract Drawings. These Drawings shall accurately locate (by dimension) all automatic valves, lines, heads, and other components. The As-Built drawings should be given to Owner prior to Final Acceptance of entire project.

End of Section
A. GENERAL

1. Scope
Contractor shall furnish all labor and materials using all tools and equipment necessary to install plantings in a proper way in accordance to the specifications herein. Work shall encompass the following tasks:

   a. Fine finish grading
   b. Soil preparation
   c. Lawn planting
   d. Plant Establishment
   e. Guarantee Period

2. Alternatives
Refer to the bid schedule for possible effect on work of this section.

3. Verification
Verification of the completion of the irrigation system installation must be given to the Boise Parks & Recreation Department before starting any work of this section. All adjustments must be made and approved to begin planting.

Before proceeding with any work, the Contractor shall verify all siting pertaining to plant materials and related work and shall report in writing to Boise Parks & Recreation Department any conditions imposing conflict upon such.

4. Substitutions
   a. Substitutions will not be permitted without written approval by Boise Parks & Recreation Department.

   b. If a specified plant species or variety is not obtainable, the awarded Contractor may submit a proposal to provide the nearest equivalent size or variety to the Boise Parks & Recreation Department for consideration.

5. Product handling
   a. Delivery: Deliver all fertilizer, soil amendment and herbicides in manufacturer’s original unopened containers, clearly labeled with weight, analysis and manufacturer’s name and brand.

      1. Store all materials in an orderly manner and locate so as to avoid interfering with other construction activities.

   b. Protection
1. Protect all plants from damage by sun, wind and rain at all times prior to planting. Maintain watering of plants on a regular schedule.

2. Store fertilizer above ground and protect from moisture absorption with approved coverage.

3. Protect the installed work and materials of other trades.

4. Protect materials before, during and after installation.

B. MATERIALS

1. Import Topsoil

   a. The following specifications represent Boise Parks & Recreation department’s optimum desired topsoil mixture for imported material. If this topsoil mixture cannot be met, Boise Parks & Recreation department welcomes negotiations with the Contractor to achieve a topsoil mixture in close adherence to the soil report recommendations.

   b. Topsoil and/or backfill shall be friable, fertile, agricultural soil, containing normal amounts of macro and micro nutrients capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, without admixture of subsoil. It shall be free of stones 1" (one inch) or larger, lumps, sticks, live plants and their roots, and other extraneous matter. It shall not be infested with nematodes or other pest or disease organisms.

   c. Topsoil shall have a pH range of 6.0 to 7.5 and shall not contain toxic substances detrimental to plant growth.

   d. Topsoil salinity shall not exceed 2.0 mhos/cm as measured by the electrical conductivity of the soil extract.

   e. Topsoil shall contain no less than 3% (three percent) organic matter as determined by the Walkley-Black titration method. In the event that the organic matter is less than 3% (three percent), supplementary additions may be required to meet specifications. Such additions, if necessary, shall consist of peat moss, leaf or well rotted wood compost, or other acceptable organic material. Any of these organic additives to the topsoil must be well rotted or decomposed prior to mixing with the topsoil. This can be achieved by frequent wetting and turning, supplemented by periodic applications of an ammonium sulfate fertilizer. Soil temperatures may be monitored upon arrival to ensure that any supplementary material added to the topsoil has been done properly. An additional soil analysis by an independent soil testing facility may be required for conformance.

   f. Mineral topsoil shall have a texture, as determined by either mechanical or chemical analysis (i.e., sieve analysis, hydrometer, dispersing/flocculation reagents, etc.) within the following limits:
Sand 40-70%
Silt 20-40%
Clay 0-20%

*Based upon the USDA classification system according to particle size.

g. Nutrient Ratios of topsoil shall not exceed the following:

   Calcium: Phosphorus Ratio 150:1
   Phosphorus: Zinc Ratio 15:1
   Ca:Mg Ratio 6-25:1

   Nutrient percentages shall be as follows:

   Calcium 65-80%
   Magnesium 10-20%
   Potassium 2-6%
   Sodium <5%

   Micronutrient Level

   Zinc 1.5 - 3.0
   Magnesium 5.0 - 20.0
   Copper 1.0 - 2.5
   Iron 5.0 - 50.0
   Boron .8 - 1.5

h. An additive of PEAT Sphagnum will be added to the topsoil mixture. In total volume quantities, the topsoil should contain 10% (ten percent) PEAT. Contractor shall bid for this addition, though topsoil inspection by Boise Parks & Recreation department after bid award may allow deletion of requirement.

2. Soil Amendments, Fertilizers and Conditioners

   a. Soil amendment: Peat moss is the preferred amendment material, though well rotted manure or other organic material may be used. Submit sample and nutrient analysis at least 7 (seven) days prior to use.

   b. Commercial fertilizer shall be packed in new, unopened, waterproof, non-overlaid bags; clearly labeled as to percentage of weights, manufacturer and content/chemical analysis. It shall be uniform in composition, dry and free flowing.

3. Turf areas:
Commercial fertilizer for turf areas shall be applied prior to laying sod or seeding; at mixtures indicated:

a. The soil needs to be amended with Ammonium sulfate before any seeding or sodding takes place. This shall be standard commercial quality, manufactured for use as a soil amendment as approved by Boise Parks & Recreation department
and per soils report. For bidding purposes only, use 5# (five pounds)/1,000 sf (one thousand square feet).

b. Sod installation requires one slow-release fertilizer mixture with a ratio of 14:14:7, or 14% Nitrogen (N), 14% Phosphorus (P), and 7% Potassium (K), installed at 10# (ten pounds)/1,000 sf (one thousand square feet).

All percentages may be adjusted, only in so far as ratios remain constant as specified.

4. Plant Materials

a. Sod and seed for lawn

1. Sod to be minimum age of 18 (eighteen) months, with root development that will support its own weight, without tearing, when suspended vertically by holding the upper two corners.

2. Sod shall be produced from “Sod Quality Seed” free of any poa annual seed. Any seed mixture; used as seed or to develop as sod shall meet these guidelines

<table>
<thead>
<tr>
<th>% of Mixture</th>
<th>% of Pure Seed Content</th>
<th>% of Germination</th>
<th>% of Weed Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>70% Kentucky Bluegrass</td>
<td>94%</td>
<td>82%</td>
<td>0.5%</td>
</tr>
<tr>
<td>30% Perennial Ryegrass</td>
<td>98%</td>
<td>90%</td>
<td>0.5%</td>
</tr>
</tbody>
</table>


3. Contractor shall submit sod certification to Boise Parks & Recreation department. This certification shall provide a complete analysis of the seed species, including the percentage of pure seed and its germination rate, other crop seeds; both inert and weed, and the germination test date. All crop seed in excess of one percent (.01) must be itemized.

4. Miscellaneous Materials

a. Herbicides: Shall be commercial quality pre-emergent type as approved by a licensed pest control adviser and Boise Parks & Recreation Department IPM Coordinator for use with species of plants
Herbicide shall effectively control all broadleaf ground cover growth for a period of not less than 6 (six) months and must be applied by a licensed applicator. Application log must be submitted to Boise Parks & Recreation Department.

b. Mulch: Shredded hardwood or pine bark or approved equal.

C. INSTALLATION

1. Pre-inspection by Contractor
   a. Examine site for conditions that will adversely affect execution, performance and quality of work.
   b. Immediately notify the Boise Parks & Recreation department in writing describing any unacceptable conditions that will inhibit acceptable performance and completion of project.

2. Soil Fertilizing and Conditioning
   Evenly distribute specified soil fertilizer and amendments

   Incorporate manufacturer specified application rate of fertilizer and soils report specified rate of ammonium sulfate into the top 6" (six inches) of soil with a mechanical tiller.

3. Fine Finish Grading
   a. All flow lines shall be maintained to allow free drainage of surface water. Displaced material or low spots which interfere with drainage shall be removed and/or placed as directed and graded to drain properly.
   b. All rock, clods, debris and miscellaneous foreign matter shall be removed.
   c. Finish grade all planting areas to a smooth even condition. Make sure that no water pockets or irregularities remain.
   d. Where soil consists of rubble of sizes greater than 1 “ (one inch), plans may delineate areas to receive imported backfill in planting pits.
   e. Bring finish grades to required elevations so that after conditioning and planting, grade is 2" (two inches) below finish surface of curbs and walks in shrub areas, and 1" (one inch) below finish surface of curbs and walks in lawn areas. Slope to drain toward adjacent drainage systems.

4. Weed Control
a. Contractor shall germinate and destroy existing weed seeds before preparing areas for planting. Sufficient water shall be applied to cause weed seeds to sprout.

b. Use of pre-emergent systemic herbicide per manufacturer’s instruction is permitted per Boise Parks & Recreation’s approval, and as designated on bid schedule.
5. Planting - Lawn areas

a. Planting shall be done only during periods which are normal for such work, as determined by the season, local weather conditions and accepted practice, and after major and adjacent construction has been completed.

b. Soil Preparation:
   In cases of compaction, as determined by Boise Parks & Recreation Department, the Contractor shall be required to complete one or both of the following to the satisfaction of Boise Parks & Recreation Department and shall be incidental to the contract.

1. Loosen subgrade material to a depth of 18" utilizing a ripping method.

2. Loosen the top 6" of topsoil utilizing a rototiller method. Discing is not acceptable.

3. Grade smooth all surfaces to receive turf. Roll lightly and fill in all soil depressions to result in a moderately yielding surface.

4. Soil shall be level, smooth and moist before receiving seed or sod, without low spots which would trap water.

5. The sod/seed bed shall be inspected by the Boise Parks & Recreation department to determine its suitability prior to sod/seed application. No sod/seed application will be performed until all other construction operations have been completed, except by authorization of the Boise Parks & Recreation department.

6. Evenly spread correct amount of Commercial Fertilizer per soils report and/or manufacturer’s recommendations. This operation must be accomplished directly before the sodding operation, or in conjunction with seeding application schedule.

a. Watering
   Contractor shall incur at his expense whatever arrangements may be necessary to ensure an adequate water supply to meet the needs of this contract. He shall also furnish and incur cost for any necessary hose, equipment and attachments/accessories, and water for the adequate irrigation of planted areas as specified.

b. Lawn Installation:
   Contractor shall be wholly responsible for providing a first quality lawn in all areas shown on drawings, whether sodded or seeded.

c. Sod
1. Lay sod within 24 (twenty-four) hours after it is delivered to site. Do not leave in rolls exposed to hot sun longer than necessary.

2. Unroll sod carefully. Lay sod in a 12" (twelve inches) minimum offset staggered pattern, with each row set in the same direction as the adjacent one.
   a. Trim sod to conform to lawn shapes as indicated on planting plans, provide 6' diameter tree wells around all trees.
   b. Sod shall be 1" below finish grade of adjacent walks, curbs and other permanent pavements.
   c. Lay border areas with not less than full width of sod, nor less than half length of sod. (Sod width; 12" (twelve inches), length; 48" (forty-eight inches).
   d. Sodded slopes shall be installed from the bottom up, using protective planking over lower installed sod. Wooden pegs may be used to pin sod, though no metal pins shall be allowed.
   e. Irrigation shall be applied to sod sections upon completion of installation.
   f. Fertilize sod immediately after initial irrigation, with 14:14:7 (fourteen parts Nitrogen, fourteen parts Phosphorus, seven parts Potassium) mix, at the rate of 10#/1,000 sf (ten pounds per one thousand square feet).
   g. Workers shall not be allowed to walk on turf areas unnecessarily before, during or after sodding operation. Turf areas that have been damaged or compacted shall be recultivated and resodded at Contractor’s expense.
   h. Roll all sod areas within 2 (two) days after installation, using a Ryan Manufacturing Co. sod roller or approved equal.

D. CLEAN UP
Upon completion of all planting work and before Final acceptance, Contractor shall remove all material and debris resulting from his work. Remove all tags, labels, nursery stakes and ties from the plants. All paved areas shall be swept clean and the site left in a neat and acceptable condition as approved by the Boise Parks & Recreation department.

E. PLANT ESTABLISHMENT
Plant Establishment consists of a minimum 15 (fifteen) day Plant Establishment Period, which is more specifically determined by type of planting, as defined below. It is inclusive of all project maintenance; whatever measures are defined below and/or those additionally necessary to ensure successful establishment of all plants specified.
In order to carry out the project maintenance work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any planting is done until the end of the Plant Establishment Period.

The Plant Establishment Period shall be extended beyond the minimum calendar requirement at no cost to Boise Parks & Recreation department, until all plantings are established to the satisfaction of Boise Parks & Recreation department.

The Contractor may be relieved from the maintenance work required in these provisions when the project maintenance work has been satisfactorily complete, and the project maintenance is accepted in writing by the Boise Parks & Recreation department.

1. The Plant Establishment Period regarding all plant materials (trees, shrubs, ground covers, flowers, bulbs, etc.) Other than turf, begins when all plant installations have been completed and approved by Boise Parks & Recreation Department and will end in a minimum of 30 (thirty) days.

   a. Project maintenance work shall consist of regulating water application, weeding, caring for plants, sweeping walks, litter pick-up and performing all general project maintenance.

   b. All plants and planted areas shall be kept well watered and weed free at all times. Weeds and noxious grasses shall be removed and disposed of in a proper manner. Provide special attention for watering slopes and areas planted on the windward and/or sunny side so that plants will be adequately watered at all times.

   c. The Contractor shall be responsible for detecting nutrient deficiencies, turf diseases and pests as soon as their presence in manifested. He shall take immediate action to identify the problem and shall immediately apply remedies. If the above and following conditions are not complied with, the Contractor shall reinstall the plant and maintain it until it is re-established, and shall maintain that area through an additional 30 (thirty) days at no additional cost to Boise Parks & Recreation department.

   d. Any damage to planting areas shall be repaired immediately

   e. Contractor shall continue to pick up rocks that surface and are 1" (one inch) or greater in diameter.

2. The Plant Establishment Period regarding turf begins when all turf has been planted and approved by Boise Parks & Recreation Department and will continue until all sod areas have been mowed a minimum of 1 (one) time before Plant Establishment Period ends.

   a. Project work through Establishment Period shall consist of regulating water application, weeding, caring for turf; in general, performing all general project maintenance.
b. Water grass until end of Plant Establishment Period. The areas shall be kept moist, but not glistening wet, until time for the first cutting of grass. After the first cutting, water lawn to maintain a thriving condition.

c. All turf areas shall be kept well watered and weed free at all times. Weeds and noxious grasses shall be removed and disposed of in a proper manner. All use of herbicides shall be approved by Boise Parks & Recreation Department and applied by a Licensed Application. Submit copy of application log to Boise Parks & Recreation Department. Provide special attention for watering slopes and lawn areas planted on the windward and/or sunny side so that lawn will be adequately watered at all times.

d. The Contractor shall be responsible for detecting nutrient deficiencies, turf diseases and pests as soon as their presence is manifested. He shall take immediate action to identify the problem and shall immediately apply remedies. If the above and following conditions are not complied with, the Contractor shall replant the grass and maintain the turf until a healthy mature turf is re-established, and shall maintain that area for an additional determined Establishment Period at no additional cost to the Boise Parks & Recreation department.

e. The Contractor shall provide supplemental feedings of fertilizer as required to maintain healthy vigorous growth at the rate recommended by the soils report; 30 (thirty) calendar days following beginning date of the Establishment Period. Additional monthly feedings shall be required should the Establishment Period be prolonged.

f. The grass shall be edged whenever necessary. The lawn edges shall be maintained in a neat condition until acceptance of the work.

g. The grass shall be mowed with a sharp mower before it exceeds 3" (three inches) in height. The grass will be cut to not less than 2" (two inches) and, during the Establishment Period, the grass will not be allowed to exceed 2 ½" (two and one-half inches) in height.

h. Any damage to planting areas shall be repaired immediately.

i. Contractor shall continue to pick up rocks that surface and are 1" (one inch) or greater in diameter.

j. Extermiate gophers and moles by trapping and repair damage by filing with topsoil and leveling. Re-seed sod damage done to lawn areas.

k. The Establishment Period shall be extended beyond the given specifications at no cost to the Boise Parks & Recreation department until all turf areas are established to a minimum 95% (ninety-five percent) germination rate for sod and 80% germinate rate for seed, and show proof of satisfactory growth characteristics, to the satisfaction of Boise Parks & Recreation department.
l. Contractor shall rake basin edge into tree saucer. Finished grade of saucer shall be smooth and match adjacent finished grade.

m. In order to carry out the project maintenance work, the Contractor shall maintain a sufficient number of workers and adequate equipment to perform the work herein specified from the time any planting is done until the end of the Plant Establishment Period or until the finish approval.

n. The Contractor may be relieved from the maintenance work required in these provisions when the project maintenance work has been satisfactorily complete, and the Plant Establishment Period is accepted in writing by the Boise Parks & Recreation department.

F. GUARANTEES
Guarantee period for plant materials (trees, shrubs) begins at final acceptance and continues for a period of two years.

Plants which show failure to grow, lose 30% (thirty percent) of their original leaves, die and/or show signs of disease, injury, or damage so as to render them unsuitable for the purpose intended, during the project Contract and Guarantee Period shall be replaced by the Contractor at no additional expense to Boise Parks & Recreation department. Replacements shall be made within 7 (seven) days of written notification to the Contractor by Boise Parks & Recreation department, or as weather permits.

Replacement materials shall be in-kind replacements. If a “to-be-replaced” plant species or variety is not obtainable, the Contractor may submit a proposal to provide the nearest equivalent size or variety to Boise Parks & Recreation department for consideration. The length of the Guarantee Period applicable to the original plantings shall be imposed on any replacement plantings and shall commence upon installation of such.

1. The Guarantee Period regarding seed or sod turf begins at the end/acceptance of the relative Plant Establishment Period and will continue for a 30 (thirty) day period.

G. EXTRA
Any extras or revisions to the plans are to be approved in writing by the Boise Parks & Recreation department. Discussion with Contractor prior to any approvals shall determine which party is responsible for incurred costs.

H. INSPECTIONS

1. A written notice requesting an inspection should be submitted to the Boise Parks & Recreation Department at least 3 (three) days prior to the anticipated date. Prior to this inspection, the site must be thoroughly cleaned up and all excess material and debris removed. Inspections are required of the Contract by Boise Parks & Recreation Department at the following points of construction:
   
a. Upon completion of subgrade scarification and prior to topsoil placement.

b. Upon completion of soil preparation and finish grading, prior to planting, or sodding.
c. Upon delivery of plant materials to site, prior to planting.

d. Upon siting of all plant locations, prior to planting.

e. Upon completion of all construction, prior to beginning of any/all Establishment Periods.

f. Upon completion of any/all Establishment Periods; prior to the beginning of Guarantee Periods.

2. Should any of the required inspections fail to achieve Boise Parks & Recreation approval, Contractor shall incur cost to correct deficiencies to achieve approval. Contractor shall not proceed with next phase of work until inspection and approval is granted by Boise Parks & Recreation.

I. FINAL ACCEPTANCE

The Contractor shall participate in project inspection at the beginning of the Plant Establishment period. At that time a punch list shall be produced to determine any necessary adjustments to the project work. Upon acceptable completion of all work, inclusive of punch list items, the Contractor shall be granted Final Acceptance of project and Guarantee Period shall begin.

Upon completion of the Establishment Period, Boise Parks & Recreation Department shall inspect the project to ensure successful Plant Establishment. After any necessary replacement and/or repairs are installed/completed by the Contractor to the satisfaction of Boise Parks & Recreation Department, the final payment (retainage) shall be released.

Boise Parks & Recreation Department will not accept a project in portions. All work must be completed, included punchlist items, prior to the end of the maintenance season, typically November 15th. If the project is not complete by November 15th, the Contractor shall be responsible for all maintenance until the site work is successfully completed and accepted as a whole by Boise Parks & Recreation.

End of Section
DIVISION 3, Concrete
SECTION 03100, Concrete Formwork

A. GENERAL

1. Related work in other section of these Specifications
   a. Poured in place concrete.
   b. Concrete Reinforcement
   c. Hangers, inserts and sleeving for mechanical and electrical work.

2. Alternates
   Refer to Bid Schedule for possible effect on work of this section.

B. MATERIALS

1. Board forms (for concealed work only)
   Standard grade Douglas Fir, shiplap, not wider than 8" (eight inches) nominal 1 inch thick S152E.

2. Plywood Forms (for exposed work)
   5/8 inch D.F.P.A. "Plyform", Class I, Ext. mill oiling treatment omitted. Plywood may be used in lieu of board forms specified above. Arrange joints as indicated or as approved.

C. INSTALLATION AND DETAILED REQUIREMENTS

1. Form Construction
   a. Conform to shapes, lines and dimensions shown on Drawings. Form for weakened plane joints, other surfaces indentations as indicated. Arrange formwork in a uniform workmanlike manner. Make forms tight to prevent leakage of mortar. Prevent formation of fins on finished surfaces. Use materials surfaced to uniform thickness.

   b. Release agent application - release agent shall be applied so it will not come in contact with concrete reinforcement. Any concrete reinforcement that has been contaminated with release agent shall be removed from its nearest tie point and replaced.

END OF SECTION
A. GENERAL

1. Related work in other sections of these Specifications:
   a. Concrete formwork
   b. Poured-in-place concrete
2. Alternates
   Refer to Bid Schedule for possible effect on work of this section.

B. MATERIALS

1. Bars and dowels
   Deformed billet stall bars/dowels shall be in accordance with ASTM 615-68 Grade 40.

2. Accessories
   Provide all devices necessary for proper placing, spacing, support and fastening reinforcement in place. Where concrete surfaces will be exposed to weather in finished structure or where rust would impair architectural finishes, accessories in contact with or near formwork shall be made of plastic and of sufficient strength to result in satisfactory project work, as determined by Boise Parks & Recreation.

C. FABRICATION AND INSTALLATION

1. Fabrication
   Form bars accurately to shapes and dimensions as required by Drawings. Unless otherwise permitted, bend all bars cold. Bars with bends or kinks not shown on Drawings will be rejected and replaced at Contractor's expense.

2. Storage and cleaning
   Stock pile reinforcement at site in such a manner as to prevent rusting, fouling with grease or other coatings that will interfere with concrete bond. Store so as to maintain identification after bundles are broken open. Until concrete is placed, provide, maintain reinforcement that is clean, free from loose mill scale, flake rust, mud, oil, other coatings that will reduce or destroy bond. When concrete placement is delayed, re-inspect reinforcement; re-clean with wire brushes as required.

3. Placing tolerances
   Place reinforcement so as to be embedded and covered by concrete as required by Drawings/Details and governing Building Codes. Place, support and wire together to prevent displacement within the following tolerances:
   a. Concrete cover to formed surfaces; plus or minus ¼" (one-quarter inch).
   b. Minimum spacing between bars; minus ¼" (one-quarter inch).

END OF SECTION
PART 1 -- GENERAL

1.1 SUMMARY

A. The CONTRACTOR shall provide cast-in-place concrete, joints in concrete, reinforcement steel and appurtenant work, formwork, bracing, shoring, supports, and shall design and construct falsework, complete and in place, in accordance with the Contract Documents.

1.2 CONTRACTOR SUBMITTALS

A. Furnish submittals in accordance with the Contract Documents.

B. Shop Drawings

1. Shop bending diagrams, placing lists, and drawings of reinforcing steel prior to fabrication.

2. Details of reinforcing steel for fabrication and erection shall conform to ACI 315V and the requirements herein. The shop bending diagrams shall show the actual lengths of bars, to the nearest inch measured to the intersection of the extensions (tangents for bars of circular cross section) of the outside surface. Include bar placement diagrams which clearly indicate the dimensions of each bar splice.

3. Where mechanical couplers are required or permitted to be used to splice reinforcing steel, submit manufacturer's literature which contains instructions and recommendations for installation for each type of coupler used; certified test reports which verify the load capacity of each type and size of coupler used; and Shop Drawings that show the location of each coupler with details of how they are to be installed in the formwork.

4. Manufacturer's information demonstrating compliance with requirements of the following:
   a. Mill tests for cement
   b. Admixture certification. Chloride ion content shall be included.
   c. Aggregate gradation test results and certification
   d. Materials and methods for curing

5. Placement drawings showing the location and type of joints for each structure.

C. Mix Designs: Prior to beginning the WORK, submit preliminary concrete mix designs which shall show the proportions and gradations of materials proposed for each class and type of concrete.

D. Delivery Tickets: Where ready-mix concrete is used, the CONTRACTOR shall furnish certified delivery tickets at the time of delivery of each load of concrete. Each ticket shall show the total quantities, by weight, of cement, sand, each class of aggregate, admixtures, the amounts of water in the aggregate, added at the batching plant, and the amount allowed to be added at the Site for the specific design mix. In addition, each certificate...
shall state the mix number, total yield in cubic yards, and the time of day to the nearest minute, corresponding to the time when the batch was dispatched, when it left the plant, when it arrived at the Site, when unloading began, and when unloading was finished.

1.3 QUALITY CONTROL

A. Testing of Materials

1. Tests on component materials and for compressive strength of concrete will be performed as indicated herein. Tests for determining slump will be in accordance with the requirements of ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.

2. Testing for aggregate shall include sand equivalence, reactivity, organic impurities, abrasion resistance, and soundness in accordance with ASTM C 33 - Concrete Aggregates.

3. The cost of laboratory tests on cement, aggregates, and concrete, will be paid by the OWNER. However, the CONTRACTOR shall pay the cost of any additional tests and investigations on WORK that does not meet the Specifications. The laboratory will meet or exceed the requirements of ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

4. Concrete for testing shall be furnished by the CONTRACTOR at no cost to the OWNER, and the CONTRACTOR shall assist the ENGINEER in obtaining samples and disposal and cleanup of excess material.

B. Field Compression Tests

1. Compression test specimens shall be taken during construction from the first placement of each class of concrete herein and at intervals thereafter as selected by the ENGINEER to insure continued compliance with these Specifications. Each set of test specimens will be a minimum of 4 cylinders.

2. Compression tests will be performed in accordance with ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens. One test cylinder will be tested at 7 Days and 2 at 28 Days. The remaining cylinder will be held to verify test results, if needed.

C. Evaluation and Acceptance of Concrete

1. Evaluation and acceptance of the compressive strength of concrete will be according to the requirements of ACI 318 - Building Code Requirements for Reinforced Concrete, Chapter 5 “Concrete Quality”, and as indicated herein.

2. If any concrete fails to meet these requirements, immediate corrective action shall be taken to increase the compressive strength for subsequent batches of the type of concrete affected.

3. Concrete that fails to meet the ACI requirements and these Specifications is subject to removal and replacement as part of the WORK.

D. Construction Tolerances: The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so that the concrete is within the tolerances herein.
Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the permissible variation from lines, grades, or dimensions indicated. Where tolerances are not indicated, permissible deviations will be in accordance with ACI 117 - Standard Tolerance for Concrete Construction and Materials.

1. The variation from required lines or grades shall not exceed 1/4-inch in 10-feet and there shall be no offsets or visible waviness in the finished surface.

PART 2 -- PRODUCTS

2.1 FORM AND FALSEWORK MATERIALS

A. Except as otherwise expressly accepted by the ENGINEER, lumber for use as forms, shoring, or bracing shall be new material.

B. Materials for concrete forms, formwork, and falsework shall conform to the following requirements:

1. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Yellow Pine plywood manufactured especially for concrete formwork and shall conform to the requirements of PS 1 - Construction and Industrial Plywood for Concrete Forms, Class I, and shall be edge sealed.

2. Form materials shall be metal, wood, plywood, or other material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade required. Metal forms shall be an approved type that will accomplish such results.

C. Unless otherwise indicated, exterior corners in concrete members shall be provided with 3/4-inch chamfers or be tooled to a 1/2-inch radius. Re-entrant corners in concrete members shall not have fillets unless otherwise indicated.

D. Forms and falsework to support the roof and floor slabs shall be designed for the total dead load, plus a live load of 50 psf (minimum). The minimum design load for combined dead and live loads shall be 100 psf.

2.2 FORM TIES

A. Form ties shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties or other removable form-tie fasteners having a circular cross-section shall not exceed 1-1/2 inches; and such fasteners shall be such as to leave holes of regular shape for reaming.

B. Removable taper ties may be used when approved by the ENGINEER.

2.3 REINFORCEMENT STEEL

A. General: Reinforcement steel for cast-in-place reinforced concrete construction shall conform to the following requirements:

1. Bar reinforcement shall conform to the requirements of ASTM A 615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement, for Grade 60 Billet Steel Reinforcement, unless otherwise indicated.
B. Accessories

1. Accessories shall include necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers, and other devices to position reinforcement during concrete placement. Bar supports shall meet the requirements of the CRSI Manual of Standard Practice including special requirements for supporting epoxy coated reinforcing bars. Wire bar supports shall be CRSI Class 1 for maximum protection with a 1/8-inch minimum thickness of plastic coating which extends at least 1/2-inch from the concrete surface. Plastic shall be gray in color.

2. Concrete blocks (dobies) used to support and position reinforcement steel shall have the same or higher compressive strength than required for the concrete in which they are located. Wire ties shall be embedded in concrete block bar supports.

C. Epoxy coating for reinforcing and accessories, where indicated, shall conform to ASTM A 775 - Epoxy Coated Reinforcing Steel Bars.

2.4 MECHANICAL COUPLERS

A. Mechanical couplers shall be provided where indicated and where approved by the ENGINEER. Couplers shall develop a tensile strength that exceeds 125 percent of the yield strength of the reinforcing bars being spliced at each splice.

2.5 CONCRETE MATERIALS

A. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. Cement shall be used in the sequence of receipt of shipments.

B. Materials for concrete shall conform to the following requirements:

1. Cement shall be standard brand portland cement conforming to ASTM C 150 - Portland Cement for Type I-II or Type V.

2. Water shall be potable, clean, and free from objectionable quantities of silty organic matter, alkali, salts, and other impurities. The water shall be considered potable, for the purposes of this Section only, if it meets the requirements of the local governmental agencies. Agricultural water with high total dissolved solids (over 1000 mg/l TDS) shall not be used.

3. Aggregates shall be obtained from pits acceptable to the ENGINEER, shall be non-reactive, and shall conform to ASTM C 33. Maximum size of coarse aggregate shall be as indicated. Lightweight sand for fine aggregate will not be permitted.

4. Ready-mix concrete shall conform to the requirements of ASTM C 94 - Ready-Mixed Concrete.

5. Air-entraining agent meeting the requirements of ASTM C 260 – Air Entraining Admixtures for Concrete shall be used. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement. Air content shall be tested at the point of placement.
6. Admixtures: Admixtures may be added at the CONTRACTOR's option to control the set, affect water reduction, and increase workability. In either case, the addition of an admixture shall be at the CONTRACTOR's expense. The use of an admixture shall be subject to acceptance by the ENGINEER. Admixtures shall conform to the requirements of ASTM C 494 - Chemical Admixtures for Concrete. The required quantity of cement shall be used in the mix regardless of whether or not an admixture is used. Admixtures shall contain no free chloride ions, shall be non-toxic after 30 Days, and shall be compatible with and made by the same manufacturer as the air entraining admixture.

   a. Set controlling admixture may be either with or without water-reducing properties.

   b. Normal range water reducer shall conform to ASTM C 494, Type A. The quantity of admixture used and the method of mixing shall be in accordance with the manufacturer's instructions and recommendations.

7. Calcium Chloride: Calcium chloride will not be permitted in concrete.

2.6 CURING MATERIALS

A. Materials for curing concrete shall conform to the following requirements and ASTM C 309 - Liquid Membrane-Forming Compounds for Curing Concrete:

1. Curing compounds shall be white-pigmented and resin-based. Sodium silicate compounds shall not be allowed.

2. Polyethylene sheet for use as concrete curing blanket shall be white and shall have a nominal thickness of 6-mils.

2.7 CONCRETE DESIGN REQUIREMENTS

A. General

1. Concrete shall be composed of cement, admixtures, aggregates, and water of the qualities indicated. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage, and where deposited in forms, to have good consolidation properties and maximum smoothness of surface. The proportions shall be changed whenever necessary or desirable to meet the required results at no additional cost to the OWNER. Mix changes shall be subject to review by the ENGINEER.

2. The CONTRACTOR is cautioned that the limiting parameters below are NOT a mix design. Admixtures may be required to achieve workability required by the CONTRACTOR's construction methods and aggregates. The CONTRACTOR is responsible for providing concrete with the required workability.

B. Water-Cement Ratio and Compressive Strength: The minimum compressive strength and cement content of concrete shall be not less than the following tabulation.
### Type of Work / Class of Concrete

<table>
<thead>
<tr>
<th>Type of Work / Class of Concrete</th>
<th>Min 28-Day Compressive Strength, (psi)</th>
<th>Max Size Aggregate (inch)</th>
<th>Cement Content, (lbs/cu yd)</th>
<th>Max W/C Ratio (by weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural concrete</td>
<td>4,000</td>
<td>1</td>
<td>564 to 600</td>
<td>0.45</td>
</tr>
</tbody>
</table>

#### 2.8 MEASUREMENT OF CEMENT AND AGGREGATE

A. The amount of cement and of each separate size of aggregate entering into each batch of concrete shall be determined by direct weighing equipment furnished by the CONTRACTOR and acceptable to the ENGINEER.

#### 2.9 MEASUREMENT OF WATER

A. The quantity of water entering the mixer shall be measured by a suitable water meter or other measuring device of a type acceptable to the ENGINEER and capable of measuring the water in variable amounts within a tolerance of one percent.

#### 2.10 READY-MIXED CONCRETE

A. At the CONTRACTOR'S option, ready-mixed concrete may be used if it meets the requirements as to materials, batching, mixing, transporting, placing, the supplementary requirements as required herein, and is in accordance with ASTM C 94.

B. Ready-mixed concrete shall be delivered to the WORK, and discharge shall be completed within one hour after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever comes first.

C. Truck mixers shall be equipped with electrically-actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the resettable, recording type, and shall be mounted in the driver's cab. The counter shall be actuated at the time of starting the mixer at mixing speed.

D. Each batch of concrete shall be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the manufacturer of equipment. Additional mixing, if any, shall be at the speed designated by the manufacturer of the equipment as agitating speed. Materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolutions of mixing.

E. Each batch of ready-mixed concrete delivered to the WORK shall be accompanied by a delivery ticket furnished to the ENGINEER in accordance with the requirements above.

F. The use of non-agitating equipment for transporting ready-mixed concrete will not be permitted. Combination truck and trailer equipment for transporting ready-mixed concrete will not be permitted. The quality and quantity of materials used in ready-mixed concrete and in batch aggregates shall be subject to continuous inspection at the batching plant by the ENGINEER.
PART 3 -- EXECUTION

3.1 GENERAL FORMWORK REQUIREMENTS

A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The CONTRACTOR shall assume full responsibility for the adequate design of forms, and any forms that are unsafe or inadequate in any respect shall promptly be removed from the WORK and replaced. A sufficient number of forms of each kind shall be available to permit the required rate of progress to be maintained. The design and inspection of concrete forms, falsework, and shoring shall comply with applicable local, state and federal regulations. Design, construction, maintenance, preparation, and removal of forms shall be in accordance with ACI 347 - Guide to Formwork for Concrete and the requirements herein.

B. Forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete.

3.2 CONSTRUCTION

A. Vertical Surfaces: Vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is indicated.

B. Construction Joints: Concrete construction joints will not be permitted at locations other than those indicated, except as may be acceptable to the ENGINEER.

C. Form Ties

1. Embedded Ties: Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. The use of snap-ties which cause spalling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1-inch back from the formed face or faces of the concrete.

2. Removable Ties: Where taper ties are approved for use, after the taper tie is removed, the hole shall be thoroughly cleaned and roughened for bond. The hole shall be completely filled with non-shrink or regular cement grout. Exposed faces of walls shall have at least the outer 2-inches of the exposed face filled with a cement grout which shall match the color and texture of the surrounding wall surface.

3.3 REMOVAL OF FORMS

A. Careful procedures for the removal of forms shall be strictly followed, and this WORK shall be done with care so as to avoid injury to the concrete. No heavy loading on green concrete will be permitted.

B. Members which must support their own weight shall not have their forms removed until they have attained at least 75 percent of the 28-Day strength of the concrete.

C. Forms for vertical walls and columns shall remain in place at least 48 hours after the concrete has been placed.
D. Forms for parts of the WORK not specifically mentioned herein shall remain in place for periods of time as recommended in ACI 347.

3.4 GENERAL REINFORCEMENT REQUIREMENTS

A. Reinforcement steel, couplers, and other appurtenances shall be fabricated, and placed in accordance with the requirements of the Building Code and the supplementary requirements indicated herein.

3.5 FABRICATION

A. General

1. Reinforcement steel shall be accurately formed to the dimensions and shapes indicated, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318, except as modified by the Drawings.

2. The CONTRACTOR shall fabricate reinforcement bars for structures in accordance with bending diagrams, placing lists, and placing drawings. Said drawings, diagrams, and lists shall be prepared by the CONTRACTOR.

3. Unless otherwise indicated, dowels shall match the size and spacing of the spliced bar.

B. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner that will injure the material. Bars shall be bent or straight as indicated. Do not use bends different from the bends indicated. Bars shall be bent cold unless otherwise permitted by the ENGINEER. No bars partially embedded in concrete shall be field-bent except as indicated or specifically permitted by the ENGINEER.

3.6 PLACING

A. Reinforcement steel shall be accurately positioned as indicated and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. Reinforcement steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers that are strong and rigid enough to prevent any displacement of the reinforcement steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. Concrete blocks used to support reinforcement steel shall be tied to the steel with wire ties which are embedded in the blocks. For concrete over formwork, the CONTRACTOR shall provide concrete, metal, plastic, or other acceptable bar chairs and spacers.

B. The portions of accessories in contact with the formwork shall be made of concrete, plastic, or steel coated with a 1/8-inch minimum thickness of plastic which extends at least 1/2-inch from the concrete surface. Plastic shall be gray in color.

C. Tie wires shall be bent away from the forms in order to provide the required concrete coverage.

D. Bars additional to those indicated which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR as part of the WORK.
E. Unless otherwise indicated, reinforcement placing tolerances shall be within the limits specified in Section 7.5 of ACI 318 except where in conflict with the requirements of the Building Code.

F. The minimum spacing requirements of ACI 318 shall be followed for reinforcing steel.

3.7 SPLICING

A. **General:** Reinforcement bar splices shall only be used at locations indicated. When it is necessary to splice reinforcement at points other than where indicated, the character of the splice shall be reviewed and accepted by the ENGINEER.

B. Splices of Reinforcement

1. The length of lap for reinforcement bars, unless otherwise indicated, shall be in accordance with ACI 318, Section 12.15.1 for a Class B splice.

3.8 CLEANING AND PROTECTION

A. Reinforcement steel shall always be protected from conditions conducive to corrosion until concrete is placed around it.

B. The surfaces of reinforcement steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed. Where there is delay in depositing concrete, reinforcing shall be reinspected and, if necessary recleaned.

3.9 PROPORTIONING AND MIXING

A. **Proportioning:** Proportioning of the concrete mix shall conform to the requirements of Chapter 3 "Proportioning" of ACI 301.

B. **Mixing:** Mixing of concrete shall conform to the requirements of Chapter 7 ACI 301.

C. **Slump:** Slumps shall be as indicated herein.

D. **Retempering:** Retempering of concrete or mortar which has partially hardened shall not be permitted.

3.10 PREPARATION OF SURFACES FOR CONCRETING

A. **General:** Earth surfaces shall be thoroughly wetted by sprinkling prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.

B. **Joints in Concrete:** Concrete surfaces upon or against which concrete is to be placed, where the placement of the concrete has been stopped or interrupted so that, as determined by the ENGINEER, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bonding. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of laitance, loose or defective concrete, and foreign material, and be roughened to a minimum 1/4-inch amplitude.
C. **Placing Intermittions**: When placing of concrete is to be interrupted long enough for the concrete to take a set, the working face shall be given a shape by the use of forms or other means, that will secure proper union with subsequent WORK; provided that construction joints shall be made only where acceptable to the ENGINEER.

D. **Embedded Items**

1. No concrete shall be placed until formwork, installation of parts to be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and accepted by the ENGINEER. Surfaces of forms and embedded items that have become encrusted with dried grout from previous usage shall be cleaned before the surrounding or adjacent concrete is placed.

2. Reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms at locations indicated or by Shop Drawings and shall be acceptable to the ENGINEER before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.

E. No concrete shall be placed in any structure until water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the WORK. No concrete shall be deposited underwater nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, shall be subject to the review of the ENGINEER.

F. **Corrosion Protection**: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2-inches clearance between said items and any part of the concrete reinforcement. Securing such items in position by wiring or welding them to the reinforcement will not be permitted.

G. Openings for pipes, inserts for pipe hangers and brackets, and anchors shall, where practicable, be provided for during the placing of concrete.

H. Anchor bolts shall be accurately set and shall be maintained in position by templates while being embedded in concrete.

3.11 **HANDLING, TRANSPORTING, AND PLACING**

A. **General**: Placing of concrete shall conform to the applicable requirements of Chapter 8 of ACI 301 and the requirements of this Section.

B. **Non-Conforming WORK or Materials**: Concrete which during or before placing is found not to conform to the requirements indicated herein shall be rejected and immediately removed from the WORK. Concrete which is not placed in accordance with these Specifications or which is of inferior quality shall be removed and replaced.

C. **Unauthorized Placement**: No concrete shall be placed except in the presence of a duly authorized representative of the ENGINEER. The CONTRACTOR shall notify the ENGINEER in writing at least 24 hours in advance of placement of any concrete.

D. **Placement in Wall and Column Forms**
1. Concrete shall not be dropped through reinforcement steel or into any deep form nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, some means such as the use of hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation.

   a. In no case shall the free fall of concrete exceed 4-feet in walls and 8-feet in columns below the ends of ducts, chutes, or buggies.

   b. Concrete shall be uniformly distributed during the process of depositing and in no case after depositing shall any portion be displaced in the forms more than 6-feet in horizontal direction.

   c. Concrete in wall forms shall be deposited in uniform horizontal layers not deeper than 2-feet; and care shall be taken to avoid inclined layers or inclined construction joints except where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in wall forms shall not exceed 5-feet of vertical rise per hour.

2. The surface of the concrete shall be level whenever a run of concrete is stopped.

E. Temperature of Concrete: The temperature of concrete when it is being placed shall be not more than 90 degrees F nor less than 40 degrees F in moderate weather, and not less than 50 degrees F in weather during which the mean daily temperature drops below 40 degrees F. Concrete ingredients shall not be heated to a temperature higher than that necessary to keep the temperature of the mixed concrete, as placed, from falling below the required minimum temperature.

   1. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as precooling of aggregates and mixing water, using ice, or placing at night, as necessary to maintain the temperature of the concrete, as it is placed, below 90 degrees F.

   2. The CONTRACTOR shall be entitled to no additional compensation on account of the foregoing requirements.

F. Cold Weather Placement

   1. Placement of concrete shall conform to ACI - 306.1 - Cold Weather Concreting, and the following.

   2. Earth foundations shall be free from frost or ice when concrete is placed upon or against them.

   3. Maintain the concrete temperature above 50 degrees F for at least 72-hours after placement.

3.12 PUMPING OF CONCRETE

A. General: If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.
B. Pumping Equipment

1. The minimum diameter of the hose conduits shall be in accordance with ACI 304.2R - Placing Concrete by Pumping Methods.

2. Pumping equipment and hose conduits that are not functioning properly, shall be replaced.

3.13 TAMPING AND VIBRATING

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense, homogeneous mass, filling all corners and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete. Vibrators shall be high speed power vibrators (8000 to 12,000 rpm) of an immersion type in sufficient number and with at least one standby unit as required.

B. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the required results within 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall not contact the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

3.14 FINISHING CONCRETE SURFACES

A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions indicated are defined as tolerances and are indicated above. These tolerances are to be distinguished from irregularities in finish as described herein.

B. Formed Surfaces: No treatment is required after form removal except for curing, repair of defective concrete, and treatment of surface defects.

C. Unformed Surfaces (US): After proper and adequate vibration and tamping, unformed top surfaces of slabs, floors, walls, and curbs shall be brought to a uniform surface with suitable tools. Whenever the air temperature exceeds 85 degrees F or the wind speed exceeds 25 mph at the time of placement, the concrete shall be treated as follows. Immediately after the concrete has been screeded, it shall be treated with a liquid evaporation retardant. The retardant shall be used again after each WORK operation as necessary to prevent drying shrinkage cracks. The classes of finish for unformed concrete surfaces are designated and defined as follows:

1. Finish US1 - Sufficient leveling and screeding to produce an even, uniform surface with surface irregularities not to exceed 3/8-inch. No further special finish is required.

2. Finish US2 - After sufficient stiffening of the screeded concrete, surfaces shall be float finished with wood or metal floats or with a finishing machine using float blades. Excessive floating of surfaces while the concrete is plastic and dusting of dry
cement and sand on the concrete surface to absorb excess moisture will not be permitted. Floating shall be the minimum necessary to produce a surface that is free from screed marks and is uniform in texture. Surface irregularities shall not exceed 1/4-inch. Joints and edges shall be tooled where indicated or as determined by the ENGINEER.

3. Finish US3 - After the Finish U2 surface has hardened sufficiently to prevent excess of fine material from being drawn to the surface, steel troweling shall be performed with firm pressure such as will flatten the sandy texture of the floated surface and produce a dense, uniform surface free from blemishes, ripples, and trowel marks. The finish shall be smooth and free of irregularities.

4. Finish US4 - Trowel the Finish U3 surface to remove local depressions or high points. In addition, the surface shall be given a light broom finish with brooming perpendicular to drainage unless otherwise indicated. The resulting surface shall be rough enough to provide a nonskid finish.

D. Unformed surfaces shall be finished according to the following schedule:

<table>
<thead>
<tr>
<th>UNFORMED SURFACE FINISH SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area</td>
</tr>
<tr>
<td>Grade slabs and foundations to be covered with concrete or fill material</td>
</tr>
<tr>
<td>Slabs</td>
</tr>
<tr>
<td>Top surface of walls</td>
</tr>
</tbody>
</table>

3.15 CURING

A. General: Concrete shall be cured for not less than 7 Days after placing, in accordance with the methods indicated below for the different parts of the WORK.

<table>
<thead>
<tr>
<th>Surface to be Cured or Dampproofed</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unstripped forms</td>
<td>1</td>
</tr>
<tr>
<td>Construction joints between footings and walls, and between floor slab and columns</td>
<td>2</td>
</tr>
<tr>
<td>Bridge deck and concrete flatwork</td>
<td>2</td>
</tr>
<tr>
<td>Concrete surfaces not specifically provided for elsewhere in this Paragraph</td>
<td>4</td>
</tr>
</tbody>
</table>

B. Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removal. If steel forms are used, the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 7 Days of placing the concrete, curing shall be continued in accordance with Method 4 below.
C. **Method 2:** The surface shall be covered with burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been placed. No curing compound shall be applied to surfaces cured under Method 2.

D. **Method 3:** The surface shall be covered with moist earth not less than 4 hours nor more than 24 hours after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 Days after placement of concrete.

E. **Method 4:** The surface shall be sprayed with a liquid curing compound.
   1. It shall be applied in accordance with the manufacturer's printed instructions at a maximum coverage rate of 200 square feet per gallon and in such a manner as to cover the surface with a uniform film that will seal thoroughly.
   2. Where the curing compound method is used, care shall be exercised to avoid damage to the seal during the 7 Day curing period. If the seal is damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.
   3. Wherever curing compound has been applied by mistake to surfaces against which concrete subsequently is to be placed and to which it is to adhere, compound shall be entirely removed by wet sandblasting just prior to the placing of new concrete.
   4. Curing compound shall be applied as soon as the concrete has hardened enough to prevent marring on unformed surfaces, and within 2 hours after removal of forms. Repairs required to be made to formed surfaces shall be made within the said 2 hour period; provided, however, that any such repairs which cannot be made within the said 2 hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sandblasted to remove the curing compound.
   5. During the curing period, no traffic of any nature and no depositing of any materials, temporary or otherwise, shall be permitted on surfaces coated with curing compound. Foot traffic and the depositing of materials may be allowed after 3 Days if the surface is covered with 5/8-inch plywood placed over polyethylene sheets.

F. The CONTRACTOR may submit alternate methods of curing which maintain the concrete in a continuously wet condition for acceptance by the ENGINEER.

3.16 PROTECTION

A. The CONTRACTOR shall protect concrete against injury until final acceptance.

B. Fresh concrete shall be protected from damage due to rain, hail, sleet, or snow. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever precipitation is imminent or occurring.

3.17 CURING IN COLD WEATHER

A. Water curing of concrete may be reduced to 6 Days during periods when the mean daily temperature in the vicinity of the Site is less than 40 degrees F; provided that, during the prescribed period of water curing, when temperatures are such that concrete surfaces may freeze, water curing shall be temporarily discontinued.
B. Concrete cured by an application of curing compound will require no additional protection from freezing if the protection at 50 degrees F for 72 hours is obtained by means of approved insulation in contact with the forms or concrete surfaces; otherwise, the concrete shall be protected against freezing temperatures for 72 hours immediately following 72 hours protection at 50 degrees F. Concrete cured by water shall be protected against freezing temperatures for 72 hours immediately following the 72 hours of protection at 50 degrees F.

C. Where artificial heat is employed, special care shall be taken to prevent the concrete from drying. Use of unvented heaters will be permitted only when unformed surfaces of concrete adjacent to the heaters are protected for the first 24 hours from an excessive carbon dioxide atmosphere by application of curing compound; provided, that the use of curing compound for such surfaces is otherwise permitted by these Specifications.

3.18 TREATMENT OF SURFACE DEFECTS

A. As soon as forms are removed, exposed concrete surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the ENGINEER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall be repaired as indicated below. Concrete containing extensive voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced. Repairs and replacements shall be performed promptly.

B. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 1/2-inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of laitance or soft material. After cutting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces underneath will remain moist but not so wet as to overcome the suction upon which a good bond depends.

C. Holes left by tie-rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with dry-packed cement grout. Holes left by form-tying devices having a rectangular cross-section, and other imperfections having a depth greater than their least surface dimension, shall not be reamed but shall be repaired in an approved manner with dry-packed cement grout.

D. Repairs shall be built up and shaped in such a manner that the completed WORK will conform to the requirements of this Section as applicable, using approved methods which will not disturb the bond, cause sagging, or cause horizontal fractures. Surfaces of repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

3.19 CARE AND REPAIR OF CONCRETE

A. The CONTRACTOR shall protect concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, which becomes defective at any time prior to the final acceptance of the completed WORK, which departs from the established line or grade,
or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete.

- END OF SECTION -
SECTION 03 60 00 - GROUT

PART 1 -- GENERAL

1.1 SUMMARY

A. The CONTRACTOR shall provide grout, complete and in place, in accordance with the Contract Documents.

B. **Grout Types.** The following types of grout are covered in this Section:
   1. Non-Shrink Grout
   2. Epoxy Anchor Grout for Adhesive Anchors

1.2 CONTRACTOR SUBMITTALS

A. Furnish submittals in accordance with the Contract Documents.
   1. Certified testing lab reports for tests indicated herein.
   2. Test results and service report from the field tests and the demonstration and training session verifying the requirements indicated herein.
   3. Certification that grouts used on the project contain no chlorides or other chemicals that cause corrosion.
   4. Manufacturer’s literature containing instructions and recommendations on the mixing, handling, placement, curing, and appropriate uses for each type of grout used in the WORK, and location of use. ICBO/ES report shall be submitted for epoxy anchor grout for adhesive anchors.
   5. Manufacturer’s certification that its non-shrink grout does not contain aluminum, zinc, or magnesium powders as a method of expansion.

1.3 QUALITY CONTROL

A. **Field Tests**
   1. Compression test specimens will be taken from the first placement of each type of grout, and at intervals thereafter selected by the ENGINEER. The specimens will be made by the ENGINEER or its representative.
   2. Compression tests and fabrication of specimens for cement based non-shrink grout will be performed in accordance with ASTM C 1107 - Packaged Dry, Hydraulic-Cement Grout (Nonshrink), at intervals during construction selected by the ENGINEER. A set of 3 specimens will be made for testing at 7 Days, 28 Days, and each additional time period as appropriate.
   3. The cost of laboratory tests on grout will be paid by the OWNER except where test results show the grout to be defective. In such case, the CONTRACTOR shall pay
for the tests, removal and replacement of Defective Work, and re-testing, all as part of the WORK.

4. The CONTRACTOR shall assist the ENGINEER in obtaining specimens for testing and shall furnish materials necessary for fabricating the test specimens.

B. **Construction Tolerances:** Construction tolerances shall be as indicated in Section 03 30 00 - Cast-in-Place Concrete, unless indicated otherwise.

**PART 2 -- PRODUCTS**

2.1 **APPLICATION**

A. Unless indicated otherwise, grouts shall be provided as listed below whether indicated on the Drawings or not.

<table>
<thead>
<tr>
<th>Application</th>
<th>Type of Grout</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anchor bolts and reinforcing steel required to be set in grout in which the average working or operating temperature will be over 100 degrees F or in high fire risk areas.</td>
<td>Non-Shrink Grout</td>
</tr>
<tr>
<td>Anchor bolts and reinforcing steel required to be set in grout that is not in high temperature or high fire risk areas.</td>
<td>Epoxy Anchor Grout</td>
</tr>
<tr>
<td>Beam and column base plates.</td>
<td>Non-Shrink Grout</td>
</tr>
<tr>
<td>Filling blockout spaces for embedded items such as railing posts, gate guide frames, etc.</td>
<td>Non-Shrink Grout</td>
</tr>
<tr>
<td>Repair of holes and defects in concrete members</td>
<td>Non-Shrink Grout</td>
</tr>
<tr>
<td>Any application not listed above, where grout is indicated</td>
<td>Non-Shrink Grout</td>
</tr>
</tbody>
</table>

2.2 **NON-SHRINK GROUTS**

A. **General**

1. Cement-based non-shrink grout shall be a prepackaged, inorganic, fluid, non-gas liberating, non-metallic, cement type grout requiring only the addition of water. Cement from kilns burning metal-rich hazardous waste fuel shall not be used.

2. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout shall be as recommended by the manufacturer for the particular application.
3. Grout shall not contain chlorides or additives that may contribute to corrosion.

4. Grout shall be formulated to be used at any consistency from fluid to plastic.

5. Cement-based non-shrink grout shall have the following minimum properties when tested at a fluid consistency, at 28 Days:
   c. Minimum bond strength (concrete to grout) of 1900-psi per modified ASTM C 882 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear.
   d. Grout shall be certified for use in freeze/thaw environments.

B. **Class II Non-Shrink Grout**

1. Non-shrink grout shall be a high precision, fluid, extended working time, grout. The minimum 28-Day compressive strength shall be 7500-psi, when mixed at a fluid consistency.

2. Grout shall have a maximum early age height change of 4.0 percent expansion, and shall have no shrinkage (0.0 percent) in accordance with ASTM C 827.

3. Grout shall have no shrinkage (0.0 percent) and a maximum of 0.3 percent expansion in the hardened state when tested in accordance with ASTM C 1090.

4. Non-shrink grout shall have an extended working time of 30 minutes minimum when mixed to a fluid consistency as defined in ASTM C 827 at temperature extremes of 45 to 90 degrees F in accordance with ASTM C 1107.

5. Non-shrink grout shall meet the requirements of ASTM C 1107, Grade B or C when tested using the amount of water needed to achieve fluid consistency per ASTM C 939.

6. The grout when tested shall not bleed or segregate at maximum allowed water content.

7. Provide certification that its non-shrink property is not based on gas production or gypsum expansion.

2.3 **EPOXY ANCHOR GROUT**

A. Epoxy anchor grout shall conform to ASTM C 881 - Epoxy-Resin-Base Bonding Systems for Concrete, Type IV, Class A, B and C, Grade 3 with the exception of gel time.
B. Heat deflection temperature per ASTM D 648 -- Test Method for Deflection Temperature of Plastics Under Flexural Load shall be a minimum 120 degrees F.

C. Manufacturer shall certify that the epoxy anchor grout will maintain 90 percent of its strength up to a temperature of 125 degrees F.

D. Grout shall come in a 2 chambered cartridge with a metering system that provides the proper ratio of hardener and resin. The grout shall also come with a static mixer nozzle to thoroughly mix the hardener and resin together.

E. Epoxy anchor grout shall be capable of being used in submersed applications once cured.

F. Compressive strength per ASTM D 695 - Test Method for Compressive Properties of Rigid Plastics shall be 10,000 psi minimum.

G. Whenever possible, overhead anchors subject to vibration, anchors in fire-resistive construction or high fire risk areas, and anchors subject to working or operating temperatures above 100 degrees F shall be cast-in-place anchors. Whenever cast-in-place anchors cannot be used in these applications, use cement based non-shrink grout and oversized holes.

H. Embedment of adhesive anchors/rebar shall be deep enough to develop the anchor/rebar. Embedment shall not exceed 67 percent of the member depth.

2.4 CURING MATERIALS

A. Curing materials for cement based grout shall be in accordance with Section 03 30 00 - Cast-in-Place Concrete and as recommended by the manufacturer of prepackaged grouts.

2.5 CONSISTENCY

A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is defined such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as indicated herein for the particular application.

2.6 MEASUREMENT OF INGREDIENTS

A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurements shall not be allowed.

B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.
PART 3 -- EXECUTION

3.1 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Grout shall be stored in accordance with manufacturer's recommendations.

3.2 GENERAL

A. Grout shall not be placed until base concrete or masonry has attained its design strength, unless authorized otherwise by the ENGINEER.

B. When cementitious grouts are used on concrete surfaces, the concrete surface shall be saturated with water for 24 hours prior to placement. Upon completion of the saturation period, excess water shall be removed with clean, oil free compressed air prior to grouting. Concrete substrate shall not be wet prior to placement of epoxy grouts.

C. Surface preparation, curing, and protection of cement grout shall be in accordance with Section 03 30 00 - Cast-in-Place Concrete. The finish of the grout surface shall match that of the adjacent concrete unless otherwise indicated.

D. Surfaces that will be in contact with grout shall be free of dirt, loose rust, oil, wax, grease, curing compounds, laitance, loose concrete, and other deleterious materials.

E. Contact the grout manufacturer's representative for assistance on hot and cold weather grouting techniques and precautions if applicable.

3.3 GROUTING PROCEDURES

A. General: Mixing, surface preparation, handling, placing, consolidation, curing, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

B. Drilled Anchors and Reinforcing Bars

1. General

   a. Drilled anchors and reinforcing bars shall be installed in strict accordance with the manufacturer's instructions. Holes shall be roughened with a brush on a power drill, and cleaned. Drilled anchors shall not be installed until the concrete has reached the required 28 Day compressive strength. Anchors shall not be loaded until the grout has reached its indicated strength in accordance with the manufacturer's instructions.

   b. The CONTRACTOR shall identify position of reinforcing steel and other embedded items prior to drilling holes. Care shall be exercised in coring and drilling to avoid damaging existing reinforcing or embedded items. Notify the ENGINEER if reinforcing steel or other embedded items are encountered during drilling. Take precautions as necessary to avoid damaging prestressing tendons, electrical and communications conduit, and piping.

2. Epoxy Adhesive Anchors
a. Grout shall be proportioned and mixed with automatic equipment.

b. Unless otherwise indicated, embedment shall be sufficient to develop the ultimate tensile strength of the anchor or reinforcing bar per the manufacturer's ICBO/ES report.

c. Holes shall be dry.

3. Cement Based Non-Shrink Grout

a. In places of high temperature or fire hazard, anchor bolts shall be grouted in using cement based non-shrink grout.

b. When the bolt diameter is one-inch or less, the hole diameter should be a minimum of 2-inches. When the bolt diameter is greater than one-inch, the hole diameter should be at least twice the bolt diameter.

c. Drilled holes shall be saturated with water for not less than 24 hours before installation of anchor/rod/rebar.

d. The non-shrink grout should be placed in the holes in a non-sag (trowelable) consistency. The grout should be placed in the holes before the anchor and then the anchor inserted and vibrated to ensure proper coverage.

3.4 CONSOLIDATION

A. Grout shall be placed in such a manner, for the consistency necessary for each application, to assure that the space to be grouted is completely filled.

3.5 CURING

A. Cement based grouts shall be cured per Section 03 30 00 - Cast-in-Place Concrete and per the manufacturer's recommendations.
PART 1 -- GENERAL

1.1 SUMMARY

A. The CONTRACTOR shall provide miscellaneous metalwork and appurtenances, complete and in place, as indicated in accordance with the Contract Documents.

1.2 CONTRACTOR SUBMITTALS

A. Furnish submittals in accordance with the Contract Documents.

B. Shop Drawings

1. Shop Drawings shall conform to AISC recommendations and specifications, and shall show holes, and the like, as may be required for other parts of the WORK.

2. Shop Drawings shall include complete details of members and connections, anchor bolt layouts, schedules for fabrication procedures, and diagrams for the sequence of erection.

3. Anchors

a. Submit an ICBO report listing the ultimate load capacity in tension and shear for each size and type of concrete anchor.

b. Submit manufacturer's recommended installation instructions and procedures for adhesive anchors.

c. Upon review by the ENGINEER, these instructions shall be followed specifically.

d. No substitution for the indicated adhesive anchors will be considered unless accompanied with ICBO report verifying strength and material equivalency.

1.3 QUALITY CONTROL

A. Weld procedures and welder qualifications shall be available in the CONTRACTOR's field office for review.

PART 2 -- PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Unless shown otherwise in the Contract Drawings, Steel shall conform to,

<table>
<thead>
<tr>
<th>Wide Flange Shapes</th>
<th>ASTM A 992</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shapes, Plates, Bars</td>
<td>ASTM A 36</td>
</tr>
<tr>
<td>Pipe, Pipe Columns, Bollards</td>
<td>ASTM A 53, Type E or S, Grade B standard weight unless indicated otherwise</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>HSS</td>
<td>ASTM A 500 Grade B</td>
</tr>
</tbody>
</table>

B. **Stainless Steel**

1. Unless otherwise indicated, stainless steel metalwork and bolts shall be fabricated from Type 316 stainless steel.

2.2 **METAL STAIRS**

A. **Metal Stairs**

1. Steel stair stringers shall be uncoated.

2. Steel stair treads shall be hot-dip galvanized after fabrication.

2.3 **BOLTS AND ANCHORS**

A. **Standard Service**

1. Unless otherwise indicated, bolts, anchor bolts, washers, and nuts shall be fabricated from carbon steel as indicated and coated after fabrication.

2. Threads on coated bolts and nuts shall be formed with suitable taps and dies such that they retain their normal clearance after coating.

3. Except as otherwise indicated, steel for bolt material, anchor bolts, and cap screws shall be in accordance with the following requirements:
   a. Structural Connections: ASTM A 307, Grade A or B
   b. Anchor Bolts: ASTM A 307, Grade A or B, or ASTM A 36
   c. High-Strength Bolts, where indicated: ASTM A 325

B. **Bolt Requirements**

1. The bolt and nut material shall be free-cutting steel.

2. The nuts shall be capable of developing the full strength of the bolts.

3. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads.

4. Bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series.
5. Bolts and nuts shall be installed with washers fabricated from material matching the base material of bolts, except that hardened washers for high-strength bolts shall conform to the requirements of the AISC Specification.

6. The length of each bolt shall be such that the bolt extends at least 1/8-inch beyond the outside face of the nut before tightening, except for anchor bolts which shall be flush with the face of the nut before tightening.

2.4 Drilled Anchors in Concrete and Masonry

A. General

1. Unless otherwise indicated, drilled concrete or masonry anchors shall be adhesive anchors.

2. No substitutions will be considered unless accompanied with an ICBO report verifying strength and material equivalency.

3. Expanding type anchors are not permitted unless specifically indicated otherwise in the Contract Documents.

B. Epoxy Anchors

1. Epoxy adhesive anchors are required for drilled anchors for outdoor installations, in submerged, wet, splash, overhead, and corrosive conditions, and for anchoring handrails and reinforcing bars.

2. Epoxy shall be in accordance with the requirements of Section 03 60 00 - Grout.

3. Embedment depth shall be as the manufacturer recommends for the load to be supported.

PART 3 -- EXECUTION

3.1 FABRICATION AND INSTALLATION REQUIREMENTS

A. Steel Railings

1. Field welding of steel pipe handrail joints will be permitted only if approved by the ENGINEER, and then only in accordance with the ENGINEER's instructions.

3.2 WELDING

A. Methods & Qualifications

1. Welding shall be performed by the metal-arc method or gas-shielded arc method as described in the American Welding Society "Welding Handbook" as supplemented by other pertinent standards of the AWS.

2. The qualification of the welders shall be in accordance with the AWS Standards.
B. Quality

1. In assembly and during welding, the component parts shall be adequately clamped, supported, and restrained in order to minimize distortion and for control of dimensions.

2. Weld reinforcement shall be as indicated by the AWS Code.

3. Upon completion of welding, remove weld splatter, flux, slag, and burrs left by attachments.

4. Welds shall be repaired in order to produce a workmanlike appearance, with uniform weld contours and dimensions.

5. Sharp corners of material that is to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.

3.3 GALVANIZING

A. Structural steel plates shapes, bars, and fabricated assemblies required to be galvanized shall, after the steel has been thoroughly cleaned of rust and scale, be galvanized in accordance with the requirements of ASTM A 123.

B. Any galvanized part that becomes warped during the galvanizing operation shall be straightened.

C. Bolts, anchor bolts, nuts, and similar threaded fasteners, after being properly cleaned, shall be galvanized in accordance with the requirements of ASTM A153.

3.4 DRILLED ANCHORS

A. Drilled anchors and reinforcing bars shall be installed in strict accordance with the manufacturer's instructions.

B. Holes shall be roughened with a brush on a power drill, and then cleaned and dried.

C. Drilled anchors shall not be installed until the concrete has reached the required 28-day compressive strength.

D. Adhesive anchors shall not be loaded until the adhesive has reached its indicated strength in accordance with the manufacturer's instructions.

- END OF SECTION -
1. The design and layout are based on a preliminary survey by our consultants. The contractor shall verify the site to address any safety concerns and shall notify the public and regulators of any concerns prior to signing.

2. The contractor shall coordinate site access with the population to the west with other works and the adjacent homeowners.

3. The project is subject to a detailed review by the City of Boise, Parks Department, and the Environmental Division.
<table>
<thead>
<tr>
<th><strong>GENERAL STRUCTURAL NOTES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The following notes are part of the general conditions and apply to the entire project. They are specifically subject to change.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>20. STRUCTURAL DETAILS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.4.1. Structural Details</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><em><em>ATTACHMENT</em> FB 20-168</em>*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.4.2. Attachment Details</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>STANDARD STRUCTURAL SPECIFICATIONS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SPECIAL REQUIREMENTS</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DESIGN LOADS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOADS</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CONCRETE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BASEMENT</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>WILLIAMSON, N. (DESIGN)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TDS, MENDONKA</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>PACKING PAGE 161</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ATTACHMENT FB 20-168</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CITY OF BOISE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DESIGN REVIEW</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>STANDARD STRUCTURAL NOTES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DESIGN CRITERIA AND SPECIAL INSPECTIONS</strong></td>
</tr>
</tbody>
</table>
NORTH WALL PLAN
SCALE 1:50

NORTH WALL ELEVATION
SCALE 1:50

TYPICAL SECTION
SCALE 1:50

DETAIL
SCALE 1:50

City of Boise
Golda Harris Reserve
Walling Ditch Bridge
North Wall Plan & Sections

River Structures Consulting
PO Box 1643 | Boise, ID 83701 | (208) 918-0627

Prepared by: JOHN W. WELLS
CHECKED BY: JEREMY A. MCNULTY
DRAWN DATE: 10/03/19

Sheet No. 166

Attachment: FB 20-168 Attachment 2 - Drawings (RES-91-20: FB 20-168: Golda Harris Reserve Bridge & Overlook: Parks: TDX Power Services, LLC NTE $354,100.00)
Construction Note:

1. Construction Staging in Marianne Williams Park is available as needed by the contractor. Coordinate location with the owner's representative. The contractor will be required to repair all soil compaction, re-sod staging area and adjust irrigation from over spraying into the staging and work area.

2. Provide 4" Sch40 PVC sleeve beneath concrete per detail this sheet. Sleeves will be used to re-establish the irrigation system on the creek side of the Greenbelt and to extend irrigation to the Golda Harris site.

3. Stripe new Greenbelt with (2) 4" solid lines with Sherwin Williams Setfast Latex Yellow 17-270-CC to indicate no passing.

4. Provide (2) Type 3 Greenbelt closure barricades, 1 upstream of the work on the North side of the pedestrian bridge and 1 at the intersection near E. Parkcenter Bridge.

5. Provide and install sign footing and post. Then attach owner supplied park sign.

6. Provide and install 6' chainlink construction fence to close the Greenbelt and restrict public access. Install retroreflective closed signs on the fence at the Greenbelt to warn the public.

---

**EQUIPMENT LEGEND**

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Manufacturer/Model #</th>
<th>Size</th>
<th>Detail</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PVC Non-Pressure Lateral Line - per specifications</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Instal (2) additional 14 Ga. Pilot wires to each valve location</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Rainbird 5004-PRS-PC-SS</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Instal (2) additional 14 Ga. Pilot wires to each valve location</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Rainbird PESB - PRS-D Remote Control Electric Valve</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

---

**HATCH LEGEND**

| Symbol | Concrete path per detail 2. Sheet GS2. Field adjust alignment to preserve existing trees/vegetation. Grade site so that the path doesn't exceed 5% slope, cross slope to be 1.5%.
|--------|---|
|        | Tall fescue no-mow sod - Sod all disturbed areas. Provide a complete irrigation system to water sod.
|        | Kentucky Blue Grass sod - Sod all existing disturbed turf. Make whole the irrigation system east side of the Greenbelt. Protect in place the existing mainline and raise all existing valve boxes to new grade and set rotors per detail this sheet.
|        | Provide and install 6" chainlink construction fence to close the Greenbelt and restrict public access. Install retroreflective closed signs on the fence at the Greenbelt to warn the public.

---

**LANDSCAPE/SITE IMPROVEMENTS**

- Packet Pg. 173
- Attachment: FB 20-168 Attachment 2 - Drawings (RES-91-20 : FB 20-168: Golda Harris Reserve Bridge & Overlook: Parks: TDX Power Services, LLC NTE $354,100.00)
Construction Note:

1. Coffer Dam: Provide and install a gravel bag and plastic linear coffer dam to separate the creek/wetlands and construction activities.

2. Provide and install a temporary stream crossing per IDEQ BMP 33. Place in a location that protects the existing trees in place.

3. Provide and install a turbidity curtain in stream below the work per IDEQ BMP 45.

4. Provide and install a portable concrete washout per BMP 13.

5. Dewater to existing vegetated areas per IDEQ BMP 46.

6. Install straw waddle along the edge of disturbance per IDEQ BMP 35.

Note: All BMPs to comply with Boise City Erosion and Sediment Control Permit. All BMPs to be in place, inspected and approved by the ESC Inspector prior to any earth disturbing activities.
Geotechnical Engineering Report
of
Gold Harris Reserve Bridge & Platform
2851 East Warm Springs Avenue
Boise, ID

Prepared for:
City of Boise Parks & Recreation
1104 Royal Boulevard
Boise, ID 83706

MTI File Number BI91110g
Ms. Sarah Sundquist
City of Boise Parks & Recreation
1104 Royal Boulevard
Boise, ID 83706
208-608-7600

Re: Geotechnical Engineering Report
Gold Harris Reserve Bridge & Platform
2851 East Warm Springs Avenue
Boise, ID

Dear Ms. Sundquist:

In compliance with your instructions, MTI has conducted a soils exploration and foundation evaluation for the above referenced development. Fieldwork for this investigation was conducted on 20 June 2019. Data have been analyzed to evaluate pertinent geotechnical conditions. Results of this investigation, together with our recommendations, are to be found in the following report. We have provided a PDF copy for your review and distribution.

Often, questions arise concerning soil conditions because of design and construction details that occur on a project. MTI would be pleased to continue our role as geotechnical engineers during project implementation. Additionally, MTI can provide materials testing and special inspection services during construction of this project. If you will advise us of the appropriate time to discuss these engineering services, we will meet with you at your convenience.

MTI appreciates this opportunity to be of service to you and looks forward to working with you in the future. If you have questions, please call (208) 376-4748.

Respectfully Submitted,
Materials Testing & Inspection

Clint Wyllie, G.I.T.
Staff Geologist

Reviewed by: Elizabeth Brown, P.E.
Geotechnical Services Manager

cc: Chris Boyd, River Structures (PDF Copy)
# TABLE OF CONTENTS

INTRODUCTION .................................................................................................................. 3
  Project Description ........................................................................................................ 3
  Authorization .................................................................................................................. 3
  Purpose .......................................................................................................................... 3
  Scope of Investigation ..................................................................................................... 4
  Warranty and Limiting Conditions .................................................................................. 4

SITE DESCRIPTION ........................................................................................................... 5
  Site Access ....................................................................................................................... 5
  Regional Geology ........................................................................................................... 6
  General Site Characteristics ........................................................................................... 6
  Regional Site Climatology and Geochemistry ............................................................... 6

SEISMIC SITE EVALUATION ............................................................................................ 7
  Geoseismic Setting ......................................................................................................... 7
  Seismic Design Parameter Values .................................................................................. 7

SOILS EXPLORATION ........................................................................................................ 8
  Exploration and Sampling Procedures .......................................................................... 8
  Laboratory Testing Program ......................................................................................... 8
  Soil and Sediment Profile .............................................................................................. 8
  Volatile Organic Scan .................................................................................................... 9

SITE HYDROLOGY ............................................................................................................. 9
  Groundwater .................................................................................................................. 9
  Soil Infiltration Rates ..................................................................................................... 10

SLOPES AND SETBACKS .................................................................................................. 10

LATERAL EARTH PRESSURES ......................................................................................... 10
  Retaining Wall Backfill Materials ............................................................................... 11
  Retaining Wall Drainage .............................................................................................. 13

FOUNDATION DISCUSSION AND RECOMMENDATIONS ............................................ 13
  Foundation Design Recommendations ...................................................................... 14
  Bridge ............................................................................................................................. 14
  Wetlands Viewing Platform ......................................................................................... 14

CONSTRUCTION CONSIDERATIONS ............................................................................... 15
  Earthwork ....................................................................................................................... 15
  Dry Weather .................................................................................................................. 15
  Wet Weather .................................................................................................................. 16
  Soft Subgrade Soils ....................................................................................................... 16
  Frozen Subgrade Soils .................................................................................................... 16
  Structural Fill .................................................................................................................. 17
  Backfill of Walls ............................................................................................................. 18
  Excavations ..................................................................................................................... 18
  Groundwater Control ..................................................................................................... 18

GENERAL COMMENTS ................................................................................................... 19

REFERENCES .................................................................................................................. 20

APPENDICES ................................................................................................................... 21
  Acronym List .................................................................................................................. 21
  Geotechnical General Notes ......................................................................................... 22
  Geotechnical Investigation Hand Boring Log ............................................................... 23
  Plate 1: Vicinity Map ..................................................................................................... 26
  Plate 2: Site Map ............................................................................................................ 27
INTRODUCTION

This report presents results of a geotechnical investigation and analysis in support of data utilized in design of structures as defined in the 2015 International Building Code (IBC). Information in support of groundwater and stormwater issues pertinent to the practice of Civil Engineering is included. Observations and recommendations relevant to the earthwork phase of the project are also presented. Revisions in plans or drawings for the proposed structures from those enumerated in this report should be brought to the attention of the soils engineer to determine whether changes in the provided recommendations are required. Deviations from noted subsurface conditions, if encountered during construction, should also be brought to the attention of the soils engineer.

Project Description

The proposed development is in the southeastern portion of the City of Boise, Ada County, ID, and occupies a portion of the SW1/4SW1/4 of Section 19, Township 3 North, Range 3 East, Boise Meridian. This project will consist of construction of a stiffleg bridge over a ditch and a wetland viewing platform. The bridge is expected to be supported by continuous strip footings and the platform will be supported by a pier foundation. The site to be developed is approximately 3.64 acres in size. Total settlements are limited to 1 inch. Loads of up to 4,000 pounds per lineal foot for strip footings, and column loads of up to 50,000 pounds were assumed for settlement calculations. MTI has not been informed of the proposed grading plan.

Authorization

Authorization to perform this exploration and analysis was given in the form of a written authorization to proceed from Ms. Sarah Sundquist of City of Boise Parks & Recreation to Clint Wyllie of Materials Testing and Inspection (MTI), on 10 June 2019. Said authorization is subject to terms, conditions, and limitations described in the Professional Services Contract entered into between City of Boise Parks & Recreation and MTI. Our scope of services for the proposed development has been provided in our proposal dated 6 June 2019 and repeated below.

Purpose

The purpose of this Geotechnical Engineering Report is to determine various soil profile components and their engineering characteristics for use by either design engineers or architects in:

- Preparing or verifying suitability of foundation design and placement
- Preparing site drainage designs
- Indicating issues pertaining to earthwork construction
Scope of Investigation

The scope of this investigation included review of geologic literature and existing available geotechnical studies of the area, visual site reconnaissance of the immediate site, subsurface exploration of the site, field and laboratory testing of materials collected, and engineering analysis and evaluation of foundation materials. Our scope of work did not include pavement design recommendations.

Warranty and Limiting Conditions

MTI warrants that findings and conclusions contained herein have been formulated in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology only for the site and project described in this report. These engineering methods have been developed to provide the client with information regarding apparent or potential engineering conditions relating to the site within the scope cited above and are necessarily limited to conditions observed at the time of the site visit and research. Field observations and research reported herein are considered sufficient in detail and scope to form a reasonable basis for the purposes cited above.

Limitations

Hand borings were limited to a maximum excavation depth of 5.0 feet bgs because of heaving sands and gravels encountered within the native soils and fill materials.

Exclusive Use

This report was prepared for exclusive use of the property owner(s), at the time of the report, and their retained design consultants (“Client”). Conclusions and recommendations presented in this report are based on the agreed-upon scope of work outlined in this report together with the Contract for Professional Services between the Client and Materials Testing and Inspection (“Consultant”). Use or misuse of this report, or reliance upon findings hereof, by parties other than the Client is at their own risk. Neither Client nor Consultant make representation of warranty to such other parties as to accuracy or completeness of this report or suitability of its use by such other parties for purposes whatsoever, known or unknown, to Client or Consultant. Neither Client nor Consultant shall have liability to indemnify or hold harmless third parties for losses incurred by actual or purported use or misuse of this report. No other warranties are implied or expressed.

Report Recommendations are Limited and Subject to Misinterpretation

There is a distinct possibility that conditions may exist that could not be identified within the scope of the investigation or that were not apparent during our site investigation. Findings of this report are limited to data collected from noted explorations advanced and do not account for unidentified fill zones, unsuitable soil types or conditions, and variability in soil moisture and groundwater conditions. To avoid possible misinterpretations of findings, conclusions, and implications of this report, MTI should be retained to explain the report contents to other design professionals as well as construction professionals.
Since actual subsurface conditions on the site can only be verified by earthwork, note that construction recommendations are based on general assumptions from selective observations and selective field exploratory sampling. Upon commencement of construction, such conditions may be identified that require corrective actions, and these required corrective actions may impact the project budget. Therefore, construction recommendations in this report should be considered preliminary, and MTI should be retained to observe actual subsurface conditions during earthwork construction activities to provide additional construction recommendations as needed.

Since geotechnical reports are subject to misinterpretation, do not separate the soil logs from the report. Rather, provide a copy of, or authorize for their use, the complete report to other design professionals or contractors. Locations of exploratory sites referenced within this report should be considered approximate locations only. For more accurate locations, services of a professional land surveyor are recommended.

This report is also limited to information available at the time it was prepared. In the event additional information is provided to MTI following publication of our report, it will be forwarded to the client for evaluation in the form received.

Environmental Concerns

Comments in this report concerning either onsite conditions or observations, including soil appearances and odors, are provided as general information. These comments are not intended to describe, quantify, or evaluate environmental concerns or situations. Since personnel, skills, procedures, standards, and equipment differ, a geotechnical investigation report is not intended to substitute for a geoenvironmental investigation or a Phase II/III Environmental Site Assessment. If environmental services are needed, MTI can provide, via a separate contract, those personnel who are trained to investigate and delineate soil and water contamination.

Site Description

Site Access

Access to the site may be gained via Interstate 84 to the Broadway Avenue exit. Proceed northeast and north on Broadway Avenue roughly 0.9 mile to its intersection with Linden Street. From this intersection, proceed east on Linden Street approximately 0.9 mile to Boise Avenue. Head southeast on Boise Avenue roughly 1.1 miles to Bown Way. Travel northeast on Bown Way approximately 0.2 mile to Parkcenter Boulevard. Head northeast on Parkcenter Boulevard roughly 0.25 mile to Barber Station Drive. The site is located to the west of this intersection, on the west/northwest side of an existing apartment complex. Presently the site exists as a wetlands area. The location is depicted on site map plates included in the Appendix.
Regional Geology

The project site is located within the western Snake River Plain of southwestern Idaho and eastern Oregon. The plain is a northwest trending rift basin, about 45 miles wide and 200 miles long, that developed about 14 million years ago (Ma) and has since been occupied sporadically by large inland lakes. Geologic materials found within and along the plain’s margins reflect volcanic and fluvial/lacustrine sedimentary processes that have led to an accumulation of approximately 1 to 2 km of interbedded volcanic and sedimentary deposits within the plain. Along the margins of the plain, streams that drained the highlands to the north and south provided coarse to fine-grained sediments eroded from granitic and volcanic rocks, respectively. About 2 million years ago the last of the lakes was drained and since that time fluvial erosion and deposition has dominated the evolution of the landscape. The project site is underlain by “Alluvium of Boise River” as mapped by Othberg and Stanford (1993). These Holocene (10,000 years ago to present) age deposits accumulated as the result of stream processes on low-lying river beds, flood plains and alluvial fans. Deposits are composed of sandy cobble gravel upstream grading to sandy pebble gravel downstream and typically contain no pedogenic clay. Gravel deposits underlie the flood plain of the Boise River to depths of 23-35 feet and overlie a surface cut by the river into earlier Tertiary basin-fill sediments.

General Site Characteristics

This proposed development consists of approximately 3.64 acres of relatively flat to gently undulating terrain. The majority of the site is located within the Boise River flood plain. The site is bounded to east by the Walling Drain. Slopes above the drain range from approximately 4 feet horizontal to 1 foot vertical (4:1) to 2:1. A pond/marshy area is present in the north-central portion of the site. To the west of the Walling Drain, surficial soils consist of sandy silts. On the southeast/east side of the drain, surficial materials consist of sandy fat clay fills. Vegetation primarily consists of mature trees and wetlands grasses/plants.

Regional drainage is west toward the Boise River. Stormwater drainage for the site is achieved by percolation through surficial soils. The site is situated so that it is unlikely that it will receive any stormwater drainage from off-site sources. Stormwater drainage collection and retention systems are not in place on the project site and do not currently exist within the vicinity of the project site.

Regional Site Climatology and Geochemistry

According to the Western Regional Climate Center, the average precipitation for the Treasure Valley is on the order of 10 to 12 inches per year, with an annual snowfall of approximately 20 inches and a range from 3 to 49 inches. The monthly mean daily temperatures range from 21°F to 95°F, with daily extremes ranging from -25°F to 111°F. Winds are generally from the northwest or southeast with an annual average wind speed of approximately 9 miles per hour (mph) and a maximum of 62 mph. Soils and sediments in the area are primarily derived from siliceous materials and exhibit low electro-chemical potential for corrosion of metals or concretes. Local aggregates are generally appropriate for Portland cement and lime cement mixtures. Surface water, groundwater, and soils in the region typically have pH levels ranging from 7.2 to 8.2.
SEISMIC SITE EVALUATION

Geoseismic Setting

Soils on site are classed as Site Class D in accordance with Chapter 20 of the American Society of Civil Engineers (ASCE) publication ASCE/SEI 7-10. Structures constructed on this site should be designed per IBC requirements for such a seismic classification. Our investigation did not reveal hazards resulting from potential earthquake motions including: slope instability, liquefaction, and surface rupture caused by faulting or lateral spreading. Incidence and anticipated acceleration of seismic activity in the area is low.

Seismic Design Parameter Values

The United States Geological Survey National Seismic Hazard Maps (2008), includes a peak ground acceleration map. The map for 2% probability of exceedance in 50 years in the Western United States in standard gravity (g) indicates that a peak ground acceleration of 0.210 is appropriate for the project site based on a Site Class D.

The following section provides an assessment of the earthquake-induced earthquake loads for the site based on the Risk-Targeted Maximum Considered Earthquake (MCE_R). The MCE_R spectral response acceleration for short periods, $S_{MS}$, and at 1-second period, $S_{M1}$, are adjusted for site class effects as required by the 2015 IBC. Design spectral response acceleration parameters as presented in the 2015 IBC are defined as a 5% damped design spectral response acceleration at short periods, $S_{DS}$, and at 1-second period, $S_{D1}$.

The USGS National Seismic Hazards Mapping Project includes a program that provides values for ground motion at a selected site based on the same data that were used to prepare the USGS ground motion maps. The maps were developed using attenuation relationships for soft rock sites; the source model, assumptions, and empirical relationships used in preparation of the maps are described in Petersen and others (1996).

<table>
<thead>
<tr>
<th>Seismic Design Parameter</th>
<th>Design Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Class</td>
<td>D “Stiff Soil”</td>
</tr>
<tr>
<td>$S_s$</td>
<td>0.314 (g)</td>
</tr>
<tr>
<td>$S_1$</td>
<td>0.106 (g)</td>
</tr>
<tr>
<td>$F_a$</td>
<td>1.549</td>
</tr>
<tr>
<td>$F_v$</td>
<td>2.377</td>
</tr>
<tr>
<td>$S_{MS}$</td>
<td>0.486</td>
</tr>
<tr>
<td>$S_{M1}$</td>
<td>0.252</td>
</tr>
<tr>
<td>$S_{DS}$</td>
<td>0.324</td>
</tr>
<tr>
<td>$S_{D1}$</td>
<td>0.168</td>
</tr>
</tbody>
</table>
SOILS EXPLORATION

Exploration and Sampling Procedures

Field exploration conducted to determine engineering characteristics of subsurface materials included a reconnaissance of the project site and investigation by hand boring. Hand boring sites were located in the field by means of a Global Positioning System (GPS) device and are reportedly accurate to within ten feet. Upon completion of investigation, each hand boring was backfilled with loose excavated materials.

In addition, samples were obtained from representative soil strata encountered. Samples obtained have been visually classified in the field by professional staff, identified according to hand boring number and depth, placed in sealed containers, and transported to our laboratory for additional testing. Subsurface materials have been described in detail on logs provided in the Appendix. Results of field and laboratory tests are also presented in the Appendix. MTI recommends that these logs not be used to estimate fill material quantities.

Laboratory Testing Program

Along with our field investigation, a supplemental laboratory testing program was conducted to determine additional pertinent engineering characteristics of subsurface materials necessary in an analysis of anticipated behavior of the proposed structures. Laboratory tests were conducted in accordance with current applicable American Society for Testing and Materials (ASTM) specifications, and results of these tests are to be found on the accompanying logs located in the Appendix. The laboratory testing program for this report included: Atterberg Limits Testing – ASTM D4318 and Grain Size Analysis – ASTM C117/C136.

Soil and Sediment Profile

The profile below represents a generalized interpretation for the project site. Note that on site soils strata, encountered between hand boring locations, may vary from the individual soil profiles presented in the logs, which can be found in the Appendix.

The materials encountered during exploration were quite typical for the geologic area mapped as Alluvium of Boise River. To the west of the Walling Drain, sandy silt soils were observed at ground surface. These soils were dark brown to brown, slightly moist to moist, and soft to stiff, with fine to medium-grained sand. Silty sand sediments were encountered beneath sandy silts in hand boring 1. These sediments were brown, slightly moist to moist, and loose, with fine-grained sand. Organics were noted to depths of up to 2.0 feet bgs. Poorly graded sand with silt sediments were found beneath silty sands in hand boring 1. These sediments were light brown, slightly moist to saturated, and loose to medium dense, with fine-grained sand. Silt soils were encountered at depth in hand boring 1. These soils were gray, saturated, and stiff, with fine-grained sand. Refusal was encountered in hand boring 1 at a depth of 5.0 feet bgs because of heaving sands. Poorly graded gravel with sand sediments were observed beneath sandy silts in hand boring 2. These sediments were tan to light brown, moist, and medium dense, with fine to coarse-grained sand and fine to coarse gravel.
On the eastern side of the Walling Drain in hand boring 3, sandy fat clay fills were observed at ground surface. These materials were brown, slightly moist, and stiff to very stiff, with fine to medium-grained sand and intermittent fine to coarse gravel. Clayey gravel with sand fills were found beneath sandy fat clay fills. These materials were brown, slightly moist, and medium dense, with fine to coarse-grained sand and fine to coarse gravel. MTI previously performed subsurface geotechnical investigations for the apartment complex on the eastern/southeastern side of the Walling Drain in March 2014 and January 2016. Based on data from these investigations, fill materials are expected to extend to depths ranging from roughly 3.5 to 5.4 feet bgs. It is anticipated that native sand-gravel mixtures will be encountered beneath fill materials.

Competency of test pit sidewalls varied little across the site. In general, fine grained soils remained stable while more granular sediments readily sloughed. However, moisture contents will also affect wall competency with saturated soils having a tendency to readily slough when under load and unsupported.

### Volatile Organic Scan

No environmental concerns were identified prior to commencement of the investigation. Therefore, soils obtained during on-site activities were not assessed for volatile organic compounds by portable photoionization detector. Samples obtained during our exploration activities exhibited no odors or discoloration typically associated with this type of contamination. Groundwater encountered did not exhibit obvious signs of contamination.

### Site Hydrology

Existing surface drainage conditions are defined in the General Site Characteristics section. Information provided in this section is limited to observations made at the time of the investigation. Either regional or local ordinances may require information beyond the scope of this report.

#### Groundwater

During this field investigation, groundwater was encountered in hand boring 1 at a depth of 2.0 feet bgs. Soil moistures in the hand borings were generally slightly moist to moist within surficial soils. Within the poorly graded sands with silt, soil moistures graded from moist to saturated as the water table was approached and penetrated. In the vicinity of the project site, groundwater levels are controlled in large part by the stage and flow of the Boise River. Maximum groundwater elevations likely occur during late spring to early summer runoff season. As stated in the General Site Characteristics section, the site is located on/near the Boise River Flood Plain. Shallow groundwater and/or surface water should be anticipated on the site.
Soil Infiltration Rates

Soil permeability, which is a measure of the ability of a soil to transmit a fluid, was not tested in the field. Given the absence of direct measurements, for this report an estimation of infiltration is presented using generally recognized values for each soil type and gradation. Of soils comprising the generalized soil profile for this study, silt soils generally offer little permeability, with typical hydraulic infiltration rates of less than 2 inches per hour. Sandy silt soils will commonly exhibit infiltration rates from 2 to 4 inches per hour. Silty sand sediments usually display rates of 4 to 8 inches per hour. Poorly graded sand and gravel sediments typically exhibit infiltration values in excess of 12 inches per hour; though the presence of groundwater may reduce these values to near zero. Infiltration rates through fill materials can be highly variable based on level of compaction and type of soil matrix. It is typically undesirable to direct storm water drainage to fill materials, as the addition of water into uncontrolled fill material can promote void spaces and settlement.

SLOPES AND SETBACKS

Slopes ranging from 4 feet horizontal to 1 foot vertical (4:1) to 2:1 are relatively common on the streambanks of the Walling Drain. For structures to be constructed near slopes steeper than 3:1, it is necessary to apply slope setback requirements as outlined in the IBC. No potential slope stability deficiencies were noted during the investigation.

Soils onsite are not sufficiently stable to allow vertical cuts greater than 4 feet to stand for an extended period of time. Soils in the project vicinity are stable at a 2:1 gradient. However, soil types throughout the area are variable, and existing slopes will be dependent upon soil composition. The banks of Waling Drain were noted as stable in their current condition and configuration; however, the presence of uncontrolled fill materials along the banks may cause instabilities during grading activities and require permanent stabilization.

LATERAL EARTH PRESSURES

Retaining or below-grade walls will be subject to lateral earth pressures. The magnitude of earth pressure is a function of both type and compaction of backfill behind walls within the “active” zone, and allowable rotation of the top of the wall. The active zone is defined as the wedge of soil between the surface of the wall and a plane inclined 31 degrees from vertical passing through the base of the wall. All clayey soils must be completely removed from within the active zone. The following recommendations should be used when dealing with lateral earth pressures on a gravity block: 1) a sliding frictional coefficient of 0.35 is appropriate considering native silty sand/sandy silt soils, and 2) a sliding frictional coefficient of 0.45 is appropriate considering native poorly graded gavel with sand sediments and granular structural fill under typical conditions.
A state of plastic equilibrium is when the subject material is considered to be 1) homogeneous and unbounded and 2) at the point of incipient instability. This state is evaluated on the basis of unit weight, mechanical properties, and the definition of instability. For the purpose of this report, it is assumed that native relatively free draining soils and imported granular fill material will be the materials of concern regarding lateral earth pressures. If other materials are considered for use, MTI must be contacted to provide alternate lateral earth pressure information. Furthermore, changes in natural soil moisture, such as can be imposed by site stormwater systems, can change the values listed below.

Below-grade restrained walls should be designed based on at-rest pressures. Active pressures are appropriate under conditions where the wall moves or rotates away from the soil mass at failure. Passive pressures are used for conditions where the wall moves toward the soil mass at failure. Rotation, or lateral movement, of the top of the wall equal to 0.002 times the height of the wall will be necessary for on-site soil backfill to achieve an “active” loading condition. Lateral movement of the top of the wall equal to 0.001 times the height of the wall will be necessary for the “active” pressure condition for imported granular structural backfill.

Retaining Wall Backfill Materials

For lateral earth pressure analysis, MTI anticipates that the soils of interest will be the native silt/sandy silt/silty sand/poorly graded sand with silt/poorly graded gravel with sand soils encountered in the hand borings. Clayey soils are not suitable for use as backfill on the soil side of walls. For silt/sandy silt/silty sand/poorly graded sand with silt soils, the following values are applicable under non-surcharged, drained conditions.

Lateral Earth Pressure Values for Native Soil

<table>
<thead>
<tr>
<th>Soil Type: Silt/Sandy Silt</th>
<th>Internal Friction Angle: 28 °</th>
<th>Dry Unit Weight: 105 pcf</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohesion: 200 psf</td>
<td>Buoyant Unit Weight: 68 pcf</td>
<td></td>
</tr>
<tr>
<td>Natural Void Ratio: 0.7</td>
<td>Natural Moisture: 16 %</td>
<td></td>
</tr>
<tr>
<td>At rest lateral earth pressure: 65pcf</td>
<td>(K_o= 0.5)</td>
<td></td>
</tr>
<tr>
<td>Active lateral earth pressure: 44pcf</td>
<td>(K_a= 0.4)</td>
<td></td>
</tr>
<tr>
<td>Passive lateral earth pressure: 337pcf</td>
<td>(K_p= 2.8)</td>
<td></td>
</tr>
</tbody>
</table>

\(^1\)Lateral earth pressure values are in pounds per square foot, per foot of wall (psf/ft). Alternately, the values presented may also be considered as equivalent fluid with units of pounds per cubic foot (pcf).
### Lateral Earth Pressure Values for Native Soil

**Soil Type:** Silty Sand

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Friction Angle</td>
<td>30 °</td>
</tr>
<tr>
<td>Cohesion</td>
<td>100 psf</td>
</tr>
<tr>
<td>Natural Void Ratio</td>
<td>0.6</td>
</tr>
<tr>
<td>Dry Unit Weight</td>
<td>112 pcf</td>
</tr>
<tr>
<td>Buoyant Unit Weight</td>
<td>73 pcf</td>
</tr>
<tr>
<td>Natural Moisture</td>
<td>12 %</td>
</tr>
<tr>
<td>At rest lateral earth pressure</td>
<td>63 pcf</td>
</tr>
<tr>
<td>Active lateral earth pressure</td>
<td>42 pcf</td>
</tr>
<tr>
<td>Passive lateral earth pressure</td>
<td>376 pcf</td>
</tr>
</tbody>
</table>

1Lateral earth pressure values are in pounds per square foot, per foot of wall (psf/ft). Alternately, the values presented may also be considered as equivalent fluid with units of pounds per cubic foot (pcf).

### Lateral Earth Pressure Values for Native Soil

**Soil Type:** Poorly Graded Sand with Silt

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Friction Angle</td>
<td>32 °</td>
</tr>
<tr>
<td>Cohesion</td>
<td>NA</td>
</tr>
<tr>
<td>Natural Void Ratio</td>
<td>0.5</td>
</tr>
<tr>
<td>Dry Unit Weight</td>
<td>120 pcf</td>
</tr>
<tr>
<td>Buoyant Unit Weight</td>
<td>78 pcf</td>
</tr>
<tr>
<td>Natural Moisture</td>
<td>8 %</td>
</tr>
<tr>
<td>At rest lateral earth pressure</td>
<td>61 pcf</td>
</tr>
<tr>
<td>Active lateral earth pressure</td>
<td>40 pcf</td>
</tr>
<tr>
<td>Passive lateral earth pressure</td>
<td>422 pcf</td>
</tr>
</tbody>
</table>

1Lateral earth pressure values are in pounds per square foot, per foot of wall (psf/ft). Alternately, the values presented may also be considered as equivalent fluid with units of pounds per cubic foot (pcf).

Native poorly graded gravel with sand sediments and imported, compacted, structural material, which is used to backfill the soil side of walls, must demonstrate the following characteristics:

### Lateral Earth Pressure Values for Fill Materials and Native Sediments

**Soil Type:** Poorly Graded Gravel with Sand/Compacted Sandy Gravel

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Friction Angle</td>
<td>35 °</td>
</tr>
<tr>
<td>Cohesion</td>
<td>NA</td>
</tr>
<tr>
<td>Natural Void Ratio</td>
<td>0.4</td>
</tr>
<tr>
<td>Dry Unit Weight</td>
<td>128 pcf</td>
</tr>
<tr>
<td>Buoyant Unit Weight</td>
<td>83 pcf</td>
</tr>
<tr>
<td>Natural Moisture</td>
<td>5 %</td>
</tr>
<tr>
<td>At rest lateral earth pressure</td>
<td>57 pcf</td>
</tr>
<tr>
<td>Active lateral earth pressure</td>
<td>36 pcf</td>
</tr>
<tr>
<td>Passive lateral earth pressure</td>
<td>496 pcf</td>
</tr>
</tbody>
</table>

1Lateral earth pressure values are in pounds per square foot, per foot of wall (psf/ft). Alternately, the values presented may also be considered as equivalent fluid with units of pounds per cubic foot (pcf).
In the case that another material is used for backfill, MTI should be consulted for alternate lateral earth pressure values. Granular structural fill should consist of 4-inch-minus select, clean, granular soil with no more than 30 percent oversize (greater than ¾-inch) material and no more than 5 percent fines (passing the No. 200 sieve). Retaining wall and basement backfill must be placed in accordance with recommendations in the Structural Fill section of this report and must be properly compacted and tested.

Lateral earth pressure values do not incorporate specific factors of safety, and are only applicable for non-surcharged, drained conditions. Factors of safety, if applicable, should be integrated into the structural design of the wall. The preceding values are presented for idealized conditions relating to simple shallow structures. For complex structures, deep structures, or structures with significant perimeter landscaping, a soils engineer should be retained as part of the design team in developing appropriate project design parameters and construction specifications.

Retaining Wall Drainage

MTI recommends that a drainage system be incorporated into the retained soil mass. This can be accomplished by installing wall and toe drains as a part of each soil-supporting wall system. In areas where there is potential for significantly high soil moistures within the supported soil mass, installation of drains within the soil mass is recommended. Particular consideration of roof drain effluent and irrigation water must be made. Further, these drainage systems must be separate from other retaining wall/foundation systems. If the granular structural fill option to reduce lateral pressures is used, a compacted low permeability soil cap is recommended within the upper 2 feet of the surface to limit surface water infiltration behind the walls.

**FOUNDATION DISCUSSION AND RECOMMENDATIONS**

Various foundation types have been considered for support of the proposed structures. Two requirements must be met in the design of foundations. First, the applied bearing stress must be less than the ultimate bearing capacity of foundation soils to maintain stability. Second, total and differential settlement must not exceed an amount that will produce an adverse behavior of the superstructure. Allowable settlement is usually exceeded before bearing capacity considerations become important; thus, allowable bearing pressure is normally controlled by settlement considerations.

It is MTI's understanding that the bridge will be supported by continuous strip footings, and the wetlands viewing platform will be supported by a deep foundation system. Total settlements should not exceed 1 inch if the following design and construction recommendations are observed.
Foundation Design Recommendations

Bridge

Based on data obtained from the site and test results from various laboratory tests performed, MTI recommends the following guidelines for the net allowable soil bearing capacity:

<table>
<thead>
<tr>
<th>Soil Bearing Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Footing Depth</strong></td>
</tr>
<tr>
<td>Footings must bear on competent, undisturbed, native poorly graded gravel with sand sediments or compacted structural fill. Existing fill materials, sandy silt soils, and organics must be completely removed from below foundation elements. Excavation depths ranging from roughly 2.2 to 5.4 feet bgs should be anticipated to expose proper bearing soils.</td>
</tr>
<tr>
<td>95% for Structural Fill</td>
</tr>
</tbody>
</table>

1. It will be required for MTI personnel to verify the bearing soil suitability for each structure at the time of construction.
2. Excavation depth is estimated based on conditions encountered during this investigation and the previous investigations performed at the existing apartment complex.

Footings should be proportioned to meet either the stated soil bearing capacity or the 2015 IBC minimum requirements. Total settlement should be limited to approximately 1 inch, and differential settlement should be limited to approximately ½ inch. Objectionable soil types encountered at the bottom of footing excavations should be removed and replaced with structural fill. Excessively loose or soft areas that are encountered in the footings subgrade will require over-excavation and backfilling with structural fill. To minimize the effects of slight differential movement that may occur because of variations in the character of supporting soils and seasonal moisture content, MTI recommends continuous footings be suitably reinforced to make them as rigid as possible. For frost protection, the bottom of external footings should be 24 inches below finished grade.

Wetlands Viewing Platform

It is MTI’s understanding that helical piers are being considered for support of the wetlands viewing platform. Based on MTI’s experience with soils in the vicinity of the project site, it is anticipated that gravel sediments will be encountered at relatively shallow depths. The presence of gravels may be problematic for use of helical piers because gravels may bind the piers and prohibit the required torque from being achieved. MTI recommends that micropiles be used to support the platform. Once a foundation system has been chosen, MTI is available for further design and development, if requested.
CONSTRUCTION CONSIDERATIONS

Recommendations in this report are based upon structural elements of the project being founded on competent, undisturbed, native poorly graded gravel with sand sediments or compacted structural fill. Structural areas should be stripped to an elevation that exposes these soil types.

Earthwork

Excessively organic soils, deleterious materials, or disturbed soils generally undergo high volume changes when subjected to loads, which is detrimental to subgrade behavior in the area of pavements, floor slabs, structural fills, and foundations. Mature trees, brush, and thick grasses with associated root systems were noted at the time of our investigation. It is recommended that organic or disturbed soils, if encountered, be removed to depths of 1 foot (minimum), and wasted or stockpiled for later use. However, in areas where trees are/were present, deeper excavation depths should be anticipated. Stripping depths should be adjusted in the field to assure that the entire root zone or disturbed zone or topsoil are removed prior to placement and compaction of structural fill materials. Exact removal depths should be determined during grading operations by MTI personnel, and should be based upon subgrade soil type, composition, and firmness or soil stability. If underground storage tanks, underground utilities, wells, or septic systems are discovered during construction activities, they must be decommissioned then removed or abandoned in accordance with governing Federal, State, and local agencies. Excavations developed as the result of such removal must be backfilled with structural fill materials as defined in the Structural Fill section.

MTI should oversee subgrade conditions (i.e., moisture content) as well as placement and compaction of new fill (if required) after native soils are excavated to design grade. Recommendations for structural fill presented in this report can be used to minimize volume changes and differential settlements that are detrimental to the behavior of footings, pavements, and floor slabs. Sufficient density tests should be performed to properly monitor compaction. For structural fill beneath building structures, one in-place density test per lift for every 5,000 square feet is recommended. In parking and driveway areas, this can be decreased to one test per lift for every 10,000 square feet.

Dry Weather

If construction is to be conducted during dry seasonal conditions, many problems associated with soft soils may be avoided. However, some rutting of subgrade soils may be induced by shallow groundwater conditions related to springtime runoff or irrigation activities during late summer through early fall. Solutions to problems associated with soft subgrade soils are outlined in the Soft Subgrade Soils section. Problems may also arise because of lack of moisture in native and fill soils at time of placement. This will require the addition of water to achieve near-optimum moisture levels. Low-cohesion soils exposed in excavations may become friable, increasing chances of sloughing or caving. Measures to control excessive dust should be considered as part of the overall health and safety management plan.
Wet Weather

If construction is to be conducted during wet seasonal conditions (commonly from mid-November through May), problems associated with soft soils must be considered as part of the construction plan. During this time of year, fine-grained soils such as silts and clays will become unstable with increased moisture content, and eventually deform or rut. Additionally, constant low temperatures reduce the possibility of drying soils to near optimum conditions.

Soft Subgrade Soils

Shallow fine-grained subgrade soils that are high in moisture content should be expected to pump and rut under construction traffic. During periods of wet weather, construction may become very difficult if not impossible. The following recommendations and options have been included for dealing with soft subgrade conditions:

- Track-mounted vehicles should be used to strip the subgrade of root matter and other deleterious debris. Heavy rubber-tired equipment should be prohibited from operating directly on the native subgrade and areas in which structural fill materials have been placed. Construction traffic should be restricted to designated roadways that do not cross, or cross on a limited basis, proposed roadway or parking areas.
- Soft areas can be over-excavated and replaced with granular structural fill.
- Construction roadways on soft subgrade soils should consist of a minimum 2-foot thickness of large cobbles of 4 to 6 inches in diameter with sufficient sand and fines to fill voids. Construction entrances should consist of a 6-inch thickness of clean, 2-inch minimum, angular drain-rock and must be a minimum of 10 feet wide and 30 to 50 feet long. During the construction process, top dressing of the entrance may be required for maintenance.
- Scarification and aeration of subgrade soils can be employed to reduce the moisture content of wet subgrade soils. After stripping is complete, the exposed subgrade should be ripped or disked to a depth of 1½ feet and allowed to air dry for 2 to 4 weeks. Further diskings should be performed on a weekly basis to aid the aeration process.
- Alternative soil stabilization methods include use of geotextiles, lime, and cement stabilization. MTI is available to provide recommendations and guidelines at your request.

Frozen Subgrade Soils

Prior to placement of structural fill materials or foundation elements, frozen subgrade soils must either be allowed to thaw or be stripped to depths that expose non-frozen soils and wasted or stockpiled for later use. Stockpiled materials must be allowed to thaw and return to near-optimal conditions prior to use as structural fill.

The onsite, shallow clayey and silty soils are susceptible to frost heave during freezing temperatures. For exterior flatwork and other structural elements, adequate drainage away from subgrades is critical. Compaction and use of structural fill will also help to mitigate the potential for frost heave. Complete removal of frost susceptible soils for the full frost depth, followed by replacement with a non-frost susceptible structural fill, can also be used to mitigate the potential for frost heave. MTI is available to provide further guidance/assistance upon request.
Structural Fill

Soils recommended for use as structural fill are those classified as GW, GP, SW, and SP in accordance with the Unified Soil Classification System (USCS) (ASTM D2487). Use of silty soils (USCS designation of GM, SM, and ML) as structural fill may be acceptable. However, use of silty soils (GM, SM, and ML) as structural fill below footings is prohibited. These materials require very high moisture contents for compaction and require a long time to dry out if natural moisture contents are too high and may also be susceptible to frost heave under certain conditions. Therefore, these materials can be quite difficult to work with as moisture content, lift thickness, and compactive effort becomes difficult to control. If silty soil is used for structural fill, lift thicknesses should not exceed 6 inches (loose), and fill material moisture must be closely monitored at both the working elevation and the elevations of materials already placed. Following placement, silty soils must be protected from degradation resulting from construction traffic or subsequent construction.

Recommended granular structural fill materials, those classified as GW, GP, SW, and SP, should consist of a 6-inch minus select, clean, granular soil with no more than 50 percent oversize (greater than ¾-inch) material and no more than 12 percent fines (passing No. 200 sieve). These fill materials should be placed in layers not to exceed 12 inches in loose thickness. Prior to placement of structural fill materials, surfaces must be prepared as outlined in the Construction Considerations section. Structural fill material should be moisture-conditioned to achieve optimum moisture content prior to compaction. For structural fill below footings, areas of compacted backfill must extend outside the perimeter of the footings for a distance equal to the thickness of fill between the bottom of foundation and underlying soils, or 5 feet, whichever is less. All fill materials must be monitored during placement and tested to confirm compaction requirements, outlined below, have been achieved.

Each layer of structural fill must be compacted, as outlined below:

- **Below Structures and Rigid Pavements:** A minimum of 95 percent of the maximum dry density as determined by ASTM D1557.
- **Below Flexible Pavements:** A minimum of 92 percent of the maximum dry density as determined by ASTM D1557 or 95 percent of the maximum dry density as determined by ASTM D698.

The ASTM D1557 test method must be used for samples containing up to 40 percent oversize (greater than ¾-inch) particles. If material contains more than 40 percent but less than 50 percent oversize particles, compaction of fill must be confirmed by proof rolling each lift with a 10-ton vibratory roller (or equivalent) until the maximum density has been achieved. Density testing must be performed after each proof rolling pass until the in-place density test results indicate a drop (or no increase) in the dry density, defined as maximum density or “break over” point. The number of required passes should be used as the requirements on the remainder of fill placement. Material should contain sufficient fines to fill void spaces, and must not contain more than 50 percent oversize particles.
Backfill of Walls

Backfill materials must conform to the requirements of structural fill, as defined in this report. For wall heights greater than 2.5 feet, the maximum material size should not exceed 4 inches in diameter. Placing oversized material against rigid surfaces interferes with proper compaction, and can induce excessive point loads on walls. Backfill shall not commence until the wall has gained sufficient strength to resist placement and compaction forces. Further, retaining walls above 2.5 feet in height shall be backfilled in a manner that will limit the potential for damage from compaction methods and/or equipment. It is recommended that only small hand-operated compaction equipment be used for compaction of backfill within a horizontal distance equal to the height of the wall, measured from the back face of the wall.

Backfill should be compacted in accordance with the specifications for structural fill, except in those areas where it is determined that future settlement is not a concern, such as planter areas. In nonstructural areas, backfill must be compacted to a firm and unyielding condition.

Excavations

Shallow excavations that do not exceed 4 feet in depth may be constructed with side slopes approaching vertical. Below this depth, it is recommended that slopes be constructed in accordance with Occupational Safety and Health Administration (OSHA) regulations, Section 1926, Subpart P. Based on these regulations, on-site soils are classified as type “C” soil, and as such, excavations within these soils should be constructed at a maximum slope of 1½ feet horizontal to 1 foot vertical (1½:1) for excavations up to 20 feet in height. Excavations in excess of 20 feet will require additional analysis. Note that these slope angles are considered stable for short-term conditions only, and will not be stable for long-term conditions.

During the subsurface exploration, hand boring sidewalls generally exhibited little indication of collapse. For deep excavations, native granular sediments cannot be expected to remain in position. These materials are prone to failure and may collapse, thereby undermining upper soil layers. This is especially true when excavations approach depths near the water table. Care must be taken to ensure that excavations are properly backfilled in accordance with procedures outlined in this report.

Groundwater Control

Groundwater was encountered during the investigation but is anticipated to be below the depth of most construction. Excavations below the water table will require a dewatering program. Dewatering will be required prior to placement of fill materials. Placement of concrete can be accomplished through water by the use of a treme. It may be possible to discharge dewatering effluent to remote portions of the site, to a sump, or to a pit. This will essentially recycle effluent, thus eliminating the need to enter into agreements with local drainage authorities. Should the scope of the proposed project change, MTI should be contacted to provide more detailed groundwater control measures.
Special precautions may be required for control of surface runoff and subsurface seepage. It is recommended that runoff be directed away from open excavations. Silty and clayey soils may become soft and pump if subjected to excessive traffic during time of surface runoff. Ponded water in construction areas should be drained through methods such as trenching, sloping, crowning grades, nightly smooth drum rolling, or installing a French drain system. Additionally, temporary or permanent driveway sections should be constructed if extended wet weather is forecasted.

**GENERAL COMMENTS**

Based on the subsurface conditions encountered during this investigation and available information regarding the proposed structures, the site is adequate for the planned construction. When plans and specifications are complete, and if significant changes are made in the character or location of the proposed structure, consultation with MTI must be arranged as supplementary recommendations may be required. Suitability of subgrade soils and compaction of structural fill materials must be verified by MTI personnel prior to placement of structural elements. Additionally, monitoring and testing should be performed to verify that suitable materials are used for structural fill and that proper placement and compaction techniques are utilized.
REFERENCES


APPENDICES

ACRONYM LIST

AASHTO: American Association of State Highway and Transportation Officials
ACHD: Ada County Highway District
ACI: American Concrete Institute
ASCE: American Society of Civil Engineers
ASTM: American Society for Testing and Materials
bgs: below ground surface
CBR: California Bearing Ratio
D: natural dry unit weight, pcf
ESAL: Equivalent Single Axle Load
GS: grab sample
IBC: International Building Code
IDEQ: Idaho Department of Environmental Quality
ISPWC: Idaho Standards for Public Works Construction
ITD: Idaho Transportation Department
LL: Liquid Limit
M: water content
MSL: mean sea level
N: Standard "N" penetration: blows per foot, Standard Penetration Test
NP: nonplastic
OSHA: Occupational Safety and Health Administration
PCCP: Portland Cement Concrete Pavement
PERM: vapor permeability
PI: Plasticity Index
PID: photoionization detector
PVC: polyvinyl chloride
Qc: cone penetrometer value, unconfined compressive strength, psi
Qp: Penetrometer value, unconfined compressive strength, tsf
Qu: Unconfined compressive strength, tsf
RMR: Rock Mass Rating
RQD: Rock Quality Designation
R-Value: Resistance Value
SPT: Standard Penetration Test (140:pound hammer falling 30 in. on a 2:in. split spoon)
USCS: Unified Soil Classification System
USDA: United States Department of Agriculture
UST: underground storage tank
V: vane value, ultimate shearing strength, tsf
## Geographic General Notes

### Relative Density and Consistency Classification

<table>
<thead>
<tr>
<th>Coarse-Grained Soils</th>
<th>SPT Blow Counts (N)</th>
<th>Fine-Grained Soils</th>
<th>SPT Blow Counts (N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Loose:</td>
<td>&lt; 4</td>
<td>Very Soft:</td>
<td>&lt; 2</td>
</tr>
<tr>
<td>Loose:</td>
<td>4-10</td>
<td>Soft:</td>
<td>2-4</td>
</tr>
<tr>
<td>Medium Dense:</td>
<td>10-30</td>
<td>Medium Stiff:</td>
<td>4-8</td>
</tr>
<tr>
<td>Dense:</td>
<td>30-50</td>
<td>Stiff:</td>
<td>8-15</td>
</tr>
<tr>
<td>Very Dense:</td>
<td>&gt;50</td>
<td>Very Stiff:</td>
<td>15-30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hard:</td>
<td>&gt;30</td>
</tr>
</tbody>
</table>

### Moisture Content

<table>
<thead>
<tr>
<th>Description</th>
<th>Field Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dry</td>
<td>Absence of moisture, dusty, dry to touch</td>
</tr>
<tr>
<td>Moist</td>
<td>Damp but not visible moisture</td>
</tr>
<tr>
<td>Wet</td>
<td>Visible free water, usually soil is below water table</td>
</tr>
</tbody>
</table>

### Cementation

<table>
<thead>
<tr>
<th>Description</th>
<th>Field Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weakly</td>
<td>Crumbles or breaks with handling or slight finger pressure</td>
</tr>
<tr>
<td>Moderately</td>
<td>Crumbles or breaks with considerable finger pressure</td>
</tr>
<tr>
<td>Strongly</td>
<td>Will not crumble or break with finger pressure</td>
</tr>
</tbody>
</table>

### Particle Size

<table>
<thead>
<tr>
<th>Description</th>
<th>Field Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boulders:</td>
<td>&gt;12 in.</td>
</tr>
<tr>
<td>Cobble:</td>
<td>12 to 3 in.</td>
</tr>
<tr>
<td>Gravel:</td>
<td>3 in. to 5 mm</td>
</tr>
</tbody>
</table>

### Unified Soil Classification System

**Major Divisions**

- **Gravel & Gravelly Soils**
  - <50% coarse fraction passes No.4 sieve
- **Sand & Sandy Soils**
  - >50% coarse fraction passes No.4 sieve
- **Silts & Clays**
  - LL < 50
- **Silts & Clays**
  - LL > 50
- **Highly Organic Soils**

**Symbol**

- GW: Well-graded gravels; gravel/sand mixtures with little or no fines
- GP: Poorly-graded gravels; gravel/sand mixtures with little or no fines
- GM: Silty gravels; poorly-graded gravel/sand/silt mixtures
- GC: Clayey gravels; poorly-graded gravel/sand/clay mixtures
- SW: Well-graded sands; gravelly sands with little or no fines
- SP: Poorly-graded sands; gravelly sands with little or no fines
- SM: Silty sands; poorly-graded sand/gravel/silt mixtures
- SC: Clayey sands; poorly-graded sand/gravel/clay mixtures
- ML: Inorganic silts; sandy, gravelly or clayey silts
- CL: Lean clays; inorganic, gravelly, sandy, or silty, low to medium-plasticity clays
- OL: Organic, low-plasticity clays and silts
- MH: Inorganic, elastic silts; sandy, gravelly or clayey elastic silts
- CH: Fat clays; high-plasticity, inorganic clays
- OH: Organic, medium to high-plasticity clays and silts
- PT: Peat, humus, hydric soils with high organic content
GEOTECHNICAL INVESTIGATION HAND BORING LOG

Hand Boring Log #: HB-1   Date Advanced: 20 June 2019
Excavated by: MTI Personnel
Latitude: 43.578032
Depth to Water Table: 2.0 Feet bgs
Logged by: Clint Wyllie, G.I.T.
Location: See Site Map Plates
Total Depth: 5.0 Feet bgs

<table>
<thead>
<tr>
<th>Depth (Feet bgs)</th>
<th>Field Description and USCS Soil and Sediment Classification</th>
<th>Sample Type</th>
<th>Sample Depth (Feet bgs)</th>
<th>Qp</th>
<th>Lab Test ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0-0.8</td>
<td>Sandy Silt (ML): Dark brown, slightly moist, soft to medium stiff, with fine-grained sand. --Organics noted throughout.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.8-1.4</td>
<td>Silty Sand (SM): Brown, slightly moist to moist, loose, with fine to medium-grained sand. --Organics noted throughout.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4-3.8</td>
<td>Poorly Graded Sand with Silt (SP-SM): Light brown, slightly moist to saturated, loose to medium dense, with fine-grained sand.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.8-5.0</td>
<td>Silt (ML): Gray, saturated, stiff, with fine-grained sand. --Refusal encountered at 5.0 feet bgs because of heaving sands.</td>
<td>GS</td>
<td>4.5-5.0</td>
<td></td>
<td>A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lab Test ID</th>
<th>M</th>
<th>LL</th>
<th>PI</th>
<th>Sieve Analysis (% passing)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td>%</td>
<td>-</td>
<td>-</td>
<td>#4  #10 #40 #100 #200</td>
</tr>
<tr>
<td>A</td>
<td>A</td>
<td>NP</td>
<td>NP</td>
<td>100 100 99 93 71.4</td>
</tr>
</tbody>
</table>

*Sieve results skewed because of heaving sands.
# Geotechnical Investigation Hand Boring Log

**Hand Boring Log #:** HB-2  
**Date Advanced:** 20 June 2019  
**Logged by:** Clint Wyllie, G.I.T.  
**Excavated by:** MTI Personnel  
**Location:** See Site Map Plates  
**Latitude:** 43.577647  
**Longitude:** -116.151601  
**Depth to Water Table:** Not Encountered  
**Total Depth:** 2.4 Feet bgs

<table>
<thead>
<tr>
<th>Depth (Feet bgs)</th>
<th>Field Description and USCS Soil and Sediment Classification</th>
<th>Sample Type</th>
<th>Sample Depth (Feet bgs)</th>
<th>Qp</th>
<th>Lab Test ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0-2.2</td>
<td>Sandy Silt (ML): Brown, slightly moist to moist, soft to stiff, with fine to medium-grained sand. --Sand content increased with depth. --Organics noted to 2.0 feet bgs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2-2.4</td>
<td>Poorly Graded Gravel with Sand (GP): Tan to light brown, moist, medium dense, with fine to coarse-grained sand and fine to coarse gravel.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## GEOTECHNICAL INVESTIGATION HAND BORING LOG

**Hand Boring Log #:** HB-3  
**Date Advanced:** 20 June 2019  
**Logged by:** Clint Wyllie, G.I.T.  
**Excavated by:** MTI Personnel  
**Location:** See Site Map Plates  
**Latitude:** 43.577556  
**Longitude:** -116.151509  
**Depth to Water Table:** Not Encountered  
**Total Depth:** 1.3 Feet bgs

<table>
<thead>
<tr>
<th>Depth (Feet bgs)</th>
<th>Field Description and USCS Soil and Sediment Classification</th>
<th>Sample Type</th>
<th>Sample Depth (Feet bgs)</th>
<th>Qp</th>
<th>Lab Test ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0-1.0</td>
<td>Sandy Fat Clay Fill (CH-FILL): Brown, slightly moist, stiff to very stiff, with fine to medium-grained sand and intermittent fine to coarse gravel.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1.0-1.3          | Clayey Gravel with Sand Fill (GC-FILL): Brown, slightly moist, medium dense, with fine to coarse-grained sand and fine to coarse gravel.  
                 | --Refusal encountered at 1.3 feet bgs because of gravel. |             |                         |    |             |
Message:
You are hereby notified of the following clarifications of and/or revisions to the Drawings and Specifications for the above referenced project.

REVISED DRAWINGS:
The landscape drawing has been revised. Replace the original sheet L1 with the attached revised L1.

CLARIFICATIONS:
- Pre-cast bridges may be an option but must be pre-approved by City of Boise. Pre-cast bridges must be submitted as an equal or equivalent request.
- The existing Greenbelt is constructed of 5” of concrete with fiber-mesh additive.

ATTACHMENTS:
Revised Landscape Drawing (1 page)
Pre-Bid Sign-In Sheet (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.
HATCH LEGEND

Symbol

Concrete path per detail 2, Sheet GS2. Field adjust alignment to preserve existing trees/vegetation.
Grade site so that the path Grade I exceed 5% slope 2/hr.
Perma Bark - Install Dewitt Pro5 Landscape Fabric and 4" of perma-bark to match the existing.

*Note: do not mow sod - sod all disturbed areas.
Provide a complete irrigation system to water sod.

Kentucky Blue Grass sod - sod all existing disturbed turf. Make whole the irrigation system east side of the Greenbelt. Protect in place the existing mainline and raise all existing valve boxes to new grade and set rotors per detail this sheet.

Provide and install 6" chain link construction fence to close the Greenbelt and restrict public access. Install retroreflective closed signs on the fence at the Greenbelt to warn the public.

Construction Note:

1. Construction Staging in Marianne Williams Park is available as needed by the contractor. Coordinate location with the owner's representative.
The contractor will be required to repair all soil compaction, re-sod staging area and adjust irrigation from over spraying into the staging and work area.

2. Provide 4" Sch40 PVC sleeve beneath concrete per detail this sheet. Sleeves will be used to re-establish the irrigation system on the creek side of the Greenbelt and to extend irrigation to the Golda Harris site.

3. Stripe new Greenbelt with (2) 4" solid lines with Sherwin Williams Setfast Latex Yellow 17-270-CC to indicate no passing.

4. Provide (2) Type 3 Greenbelt closure barricades, 1 upstream of the work on the North side of the pedestrian bridge and 1 at the intersection near E. Parkcenter Bridge.

5. Provide and install sign footing and post. Then attach owner supplied park sign.

1. Valve boxes/lids to be Carson Lockable T-Cover Jumbo Boxes - Mdl # 12201014. Provide and install connection to mainline with LEMCO RSST Saddle on a SCH 80 riser connecting to a LEMCO LV220 Angle Valve.

2. Splices to be waterproof per specifications and made in irrigation boxes.

3. Lateral pipe to be Sch 40.

4. Cross the creek by hanging lateral line from the bridge. Exposed lateral line to be 2" ductile iron.

Equipment Legend:

Symbol

Reinforced PE5 - PRS-D Remote Control Electric Valve
PVC Non-Pressure Lateral Line - per specifications
Not Shown
Reinforced PVC - PRS-D Remote Control Electric Valve
PVC Non-Pressure Lateral Line (2) additional 14 Ga. Pilot wires to each valve location

Notes:
1. Valve boxes/lids to be Carson Lockable T-Cover Jumbo Boxes - Mdl # 12201014. Provide and install connection to mainline with LEMCO RSST Saddle on a SCH 80 riser connecting to a LEMCO LV220 Angle Valve.
2. Splices to be waterproof per specifications and made in irrigation boxes.
3. Lateral pipe to be Sch 40.
4. Cross the creek by hanging lateral line from the bridge. Exposed lateral line to be 2" ductile iron.
# City of Boise

**Pre-Bid Sign in Sheet**

**FB 20-168 Golda Harris Reserve Bridge & Overlook**

**January 21, 2020 @ 2:00 PM**

**Project Manager:** Kelly Burrows  
**Purchasing Specialist:** Megan Harvey

<table>
<thead>
<tr>
<th>Representative</th>
<th>Company</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tr>
<tr>
<td>Kelly Burrows</td>
<td>City of Boise</td>
<td>608-7634</td>
<td><a href="mailto:kburrows@cityofboise.org">kburrows@cityofboise.org</a></td>
</tr>
<tr>
<td>Tom Barrett</td>
<td>Barilex Site &amp; Underground</td>
<td>208-850-1122</td>
<td><a href="mailto:tombarrett854@gmail.com">tombarrett854@gmail.com</a></td>
</tr>
<tr>
<td>Matt Porcuna</td>
<td>Clearwater Western</td>
<td>208-713-0591</td>
<td><a href="mailto:mporcuna@clearwaterconstruction.com">mporcuna@clearwaterconstruction.com</a></td>
</tr>
<tr>
<td>Ry Butler</td>
<td>Knife River</td>
<td>208-819-2618</td>
<td><a href="mailto:rybutler@kniferiver.com">rybutler@kniferiver.com</a></td>
</tr>
<tr>
<td>Chris Boyd</td>
<td>River Structures</td>
<td>208-819-6668</td>
<td><a href="mailto:chris@riverstructures.com">chris@riverstructures.com</a></td>
</tr>
<tr>
<td>Joel Niederlein</td>
<td>TDX Power Services</td>
<td>208-375-5323</td>
<td><a href="mailto:jniederlein@tdxpowerservices.com">jniederlein@tdxpowerservices.com</a></td>
</tr>
<tr>
<td>Christina McCluskey</td>
<td>Hellmann Construction</td>
<td>208-658-2293</td>
<td><a href="mailto:hellmannconst@cableone.net">hellmannconst@cableone.net</a></td>
</tr>
<tr>
<td>Jared Lizardo</td>
<td>Winspear Construction</td>
<td>208-533-7725</td>
<td><a href="mailto:jacob@winspearconstruction.com">jacob@winspearconstruction.com</a></td>
</tr>
</tbody>
</table>
ADDENDUM 02
FB 20-168
Golda Harris Reserve Bridge & Outlook
Parks and Recreation
Boise City Purchasing
Megan Harvey
mharvey@cityofboise.org

Date: January 24, 2020
Total Pages Transmitted (Including this sheet): (3) 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.

QUESTIONS:
Q1: Is the 2” conduit called out on Sheet L1 intended to only be installed under new greenbelt (as shown in the detail on the page), or is it to be extended along the new structure and across the creek as the plan shows on L1?
R1: The 2” PVC lateral line connects to the Rainbird valve, is sleeved under the Greenbelt, daylights and becomes a 2” ductile iron line that is hung from the bridge. It then goes back into the ground on the North side of the bridge as a 2” PVC lateral line that supplies water to the new irrigation zone.

Q2: Will the owner provide surveying and all testing services?
R2: No, the Contractor is to provide all surveying and benchmarks. See General Note #14 on Sheet G01

Q3: The only access that was provided was the concrete Greenbelt. If the concrete were to be damaged from normal construction activity, who will be responsible for damages?
R3: The city will be responsible for Greenbelt damage used for access.

Q4: If water levels are to flood the project site, will the owner extend the project duration?
R4: Yes, time extensions will be given for flooding.

Q5: Are the ends of the bench on S11 to be enclosed with the decking as well?
R5: Yes, enclose the bench ends with decking.

Q6: Detail A/S02 shows the “path by city”. Is the concrete path from the beginning of the bridge to the landing of the stairs going to be covered by the Owner?
R6: The “Path by City” is the path shown on Sheet L1, per the Hatch Legend and is part of the work to be bid.

IF ALL PAGES WERE NOT RECEIVED OR THERE IS A PROBLEM WITH THE TRANSMITTAL, PLEASE CONTACT OUR OFFICE.
Q7: Are there any known underground utilities in the project site that we need to be aware of?
R7: The only existing utility is the irrigation mainline where the new valve and irrigation zone tie into.

Q8: Survey - Is the city going to supply survey/benchmarks for key points as in the retaining wall, bridge and overlook locations?
R8: Contractor is to provide all surveying and benchmarks. See General Note #14 on Sheet G.01

Q9: Irrigation - It was stated at the pre-bid that the contractor was to tie into the pressure irrigation to get it out to the Observation Deck. The plans show only sleeves for future in two locations under the pathway only. Can you clarify what is expected?
R9: The attached plan (Sheet L1) highlights the irrigation system. Contractor to install a valve on the existing mainline. From the valve a PVC lateral line goes under the Greenbelt through a sleeve. To cross the creek the lateral line daylights and becomes ductile iron pipe which is hung from the bridge. On the north side of the creek the pipe transitions to PVC below grade and services the new irrigation zone with rotors on each side of the path.

Q10: Observation Deck - Does the C-Channel/I-Beam Framing for the Observation Deck need to be galvanized?
R10: No, it is weathering steel.

ATTACHMENTS:
Sheet L1 With Irrigation Highlighted (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.
HATCH LEGEND

Symbol | Description
--- | ---
Concrete path per detail 2. Sheet GS2. Field adjust alignment to preserve existing trees/vegetation. Grade site so that the path doesn’t exceed 5% slope, cross slope to be 15%.<br>Tall rescue no-mow sod - Soo all disturbed areas. Provide a complete irrigation system to water sod. Kentucky Blue Grass sod - Sod all existing disturbed turf, leave whole the irrigation system east side of the Greenbelt. Protect in place the existing manhole and raise all existing valve boxes to new grade and set rotors per detail this sheet.<br>Provide and install 6’ chanakir construction fence to close the Greenbelt and restrict public access. Install retroreflective closed signs on the fence at the Greenbelt to warn the public.

Construction Note:

1. Construction Staging in Maranne Williams Park is available as needed by the contractor. Coordinate location with the owner’s representative.

The contractor will be required to repair all soil compaction, re-sod staging area and adjust irrigation from over spraying from the staging and work area.

2. Provide 4’ Sch40 PVC sleeve beneath concrete per detail this sheet. Sleeves will be used to re-establish the irrigation system on the creek side of the Greenbelt and to extend irrigation to the Golda Harris site.

3. Stripe new Greenbelt with (2) 4’ solid lines with Sherrin Williams Selfset Latex Yellow 17-270-CC to indicate no passing.

4. Provides (2) Type 3 Greenbelt closure barricades, 1 upstream of the work on the North side of the pedestrian bridge and 1 at the intersection near E. Parkcenter Bridge.

5. Provides and install sign footing and post. Then attach owner supplied park sign.

EQUIPMENT LEGEND

Symbol | Manufacturer/Model | Size | Detail | Notes
--- | --- | --- | --- | ---
Remote POCHEP - POCHEP Remote Control Electric Valve | | 1 | | 
PVC Non-Pressure Lateral Line per specifications | 2” | 2.6’ | 
1” Rigid Conduit Wire, 14 Ga., Common, 14 Ga. Plast (2) additional 14 Ga. Plast wire to each valve location | - | - | 2

Notes:
1. Valve transceivers to be Cencor Larkridge T-Cover, London, Ontario. Valves 123777-P (Provide may install connections to maintain with LENCOR RUST Safety on a SCH 80 riser connecting to a LENCOR 12003 riser valve.
2. Suctions to be waterstop per specifications and made in irrigation box.
3. Label each valve to be Suh 46
4. Cross the road by hanging inside line from the bridge. Crosses previously to be 2’ outside view.
Bidder Acknowledges Receipt of the Following Addenda:

- Addenda #1
- Addenda #2
- Addenda #3
- Addenda #4
- Addenda #5
- Addenda #6

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: 90 Days

(Request 90 days)
# BID SCHEDULE PRICING

## BASE BID: Golda Harris Preserve – Bridge and Greenbelt Improvements

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization: Provide all mobilization, permit conformance, Best Management Practices, Greenbelt closure and all miscellaneous items in accordance with these plans and specifications.</td>
<td>$22,761.00</td>
</tr>
<tr>
<td>2.</td>
<td>Demo: Provide all labor, materials and equipment for demolition of associated existing conditions to perform the work in accordance with these plans and specifications.</td>
<td>$4,426.00</td>
</tr>
<tr>
<td>3.</td>
<td>Concrete Greenbelt: Provide all labor, materials and equipment to construct a complete concrete Greenbelt, including but not limited to base material, concrete, retaining walls, hand rails and landscape repairs in accordance with these plans and specifications.</td>
<td>$77,940.00</td>
</tr>
<tr>
<td>4.</td>
<td>Concrete Bridge: Provide all labor, materials and equipment to construct a complete concrete bridge, including but not limited to base materials, concrete, structural reinforcement, abutments and metal handrails in accordance with these plans and specifications.</td>
<td>$97,655.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL BASE BID</strong></td>
<td><strong>$ 202,782.00</strong></td>
</tr>
</tbody>
</table>

**TOTAL BASE BID IN WORDS:**

Two Hundred Two Thousand Seven Hundred Eighty Two Dollars and zero cents.
## ADD ALTERNATE 1: Golda Harris Preserve – Outlook Structure

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization: Provide all mobilization, permit conformance, Best Management Practices, and all miscellaneous items in accordance with these plans and specifications.</td>
<td>$ 12,385.00</td>
</tr>
<tr>
<td>2.</td>
<td>Demo: Provide all labor, materials and equipment for demolition of associated existing conditions to perform the work in accordance with these plans and specifications.</td>
<td>$ 4,488.00</td>
</tr>
<tr>
<td>3.</td>
<td>Concrete Path: Provide all labor, materials and equipment to construct a complete concrete path connecting the bridge and outlook structure, including irrigation and landscape repairs in accordance with these plans and specifications.</td>
<td>$ 34,660.00</td>
</tr>
<tr>
<td>4.</td>
<td>Overlook Structure: Provide all labor, materials and equipment to construct a complete overlook structure. Including but not limited to base materials, concrete, metal structure, decking, handrail system and seating in accordance with these plans and specifications.</td>
<td>$ 98,674.00</td>
</tr>
<tr>
<td>5.</td>
<td>Site Amenities: Provide all labor, materials and equipment to provide and install 1 trash receptacle and install an owner supplied rule sign in accordance with these plans and specifications.</td>
<td>$ 1,111.00</td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE #1:**

$ 151,318.00

**TOTAL ALTERNATE #1 IN WORDS:**

One Hundred Fifty One Thousand Three Hundred Eighteen Dollars and zero cents.

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.
List any risks associated with the on-time delivery of this project:

None at this time.

<table>
<thead>
<tr>
<th>Project</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Boise - Bernadine Quinn Pond</td>
<td>05/2020</td>
</tr>
<tr>
<td>City of Boise - Spalding Ranch Irrigation</td>
<td>03/2020</td>
</tr>
<tr>
<td>City of Boise - Economy Parking Lot</td>
<td>05/2020</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.

Reference 1

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>City of Boise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Ms. Wendy Larimore</td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>Landscape Architect - Parks and Recreation Dept.</td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>(208) 608-7636</td>
</tr>
</tbody>
</table>

Reference 2

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>City of Boise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Jason Taylor, P.E., C.F.M.</td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>DIS Manager - Public Works Engineering</td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>(208) 608-7171</td>
</tr>
</tbody>
</table>

Reference 3

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>City of Boise - Parks &amp; Recreation Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Kelly Burrows</td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>Associate Landscape Architect</td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>(208) 608-7634</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>Americana Tunnel Bank</td>
<td>Dept. Parks &amp; Recreation</td>
<td>Wendy Larimore</td>
</tr>
<tr>
<td>BSU Julia Davis Bank Repair</td>
<td>Dept. Park &amp; Recreation</td>
<td>Jason Taylor</td>
</tr>
<tr>
<td>West Park Center Bridge</td>
<td>Dept. Parks &amp; Recreation</td>
<td>Wendy Larimore</td>
</tr>
</tbody>
</table>

Vendor's Comments:

We do amazing work.
FB 20-168
Golda Harris Preserve Bridge and Outlook
Return in Sealed Envelope

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.

The general contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

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 MUST be provided
(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</th>
<th>Electrician License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor's License Number</th>
<th>Plumbing License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor's License Number</th>
<th>HVAC License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FB 20-168

Golda Harris Preserve Bridge and Outlook

RETURN IN SEALED ENVELOPE

BID BOND

(Return this or other executory surety) TDX Power Services, LLC

KNOW ALL MEN BY THESE PRESENTS, that we, the above signed, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto as Owner in the penal sum of Five Percent (5%) of the Total Amount Bid 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 29th day of January, 2020. The Condition of the above obligation is such that whereas the Principal has submitted to City of Boise, Idaho 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 20-168. 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 effectuated 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 hereeto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

TDX Power Services, LLC

Principal

[Signature]

Fidelity and Deposit Company of Maryland

Surety

[Signature]

Seal

By

[Signature]

By Christin M. Huble, Attorney-in-Fact
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, Marie J. Matetic, Christin M. Hubble, Mariah D. Sansone, Sandy L. Boswell and Abbie A. Bonney, all of Anchorage, Alaska, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 26th day of September A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

By: Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal therein; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of January, 2000.

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Packet Pg. 218
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-92-20
DATE: February 25, 2020
SUBJECT: FB 19-185: Hobble Creek Park Court Construction: Parks: The Tennis & Track Co: NTE $678,584.00

BACKGROUND:
A two-step bidding process was used to pre-qualify contractors for the construction of post tension concrete courts due to the level of expertise and experience required to safely and correctly do the work. In December 2019, Parks and Recreation issued a request for qualifications (RFQ 19-185) to pre-qualify contractors for the construction of post tension tennis and pickleball courts at Hobble Creek Park. Two contractors submitted their qualifications and were awarded pre-qualification to bid on the actual construction of the courts. On January 8, 2020, Parks and Recreation issued FB 19-185 for the construction of two complete post tension concrete tennis courts and twelve complete post tension concrete pickleball courts including fencing, gates, net posts, netting, court surfacing, concrete flat work, site amenities and landscape improvements. Only the two pre-qualified contractors were able to participate in the bidding FB 19-185.

BID RESULTS:
The bids were opened February 5, 2020, at 11:30 am local time. Two (2) pre-qualified companies received plan sets and were entered on the plan holders list. Two (2) bids were received.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BASE BID</th>
<th>ALT #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Tennis &amp; Track Company</td>
<td>$678,584.00</td>
<td>$81,650.00</td>
</tr>
<tr>
<td>Hellas Construction, Inc.</td>
<td>$874,905.00</td>
<td>$91,345.00</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$510,000.00</td>
<td>(Base Bid Only)</td>
</tr>
</tbody>
</table>
Parks and Recreation staff reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder, The Tennis & Track Company, has been contacted by Parks and Recreation staff and indicated that they would like to proceed with the project.

RECOMMENDATION:

Finance and Administration and Parks and Recreation Department staff recommend that FB 19-185 is awarded to the lowest responsive bidder, The Tennis & Track Company, not to exceed $678,584.00 for Base Bid only. Award of this contract is subject to compliance with requirements.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 19-185 Contract (PDF)
- FB 19-185 Hobble Creek Park Court Construction (PDF)
- FB 19-185 Attachment 1 - Technical Specifications (PDF)
- FB 19-185 Attachment 2 - Drawings (PDF)
- FB 19-185 Attachment 3 - Post Design (PDF)
- FB 19-185 Attachment 4 - Fence Details (PDF)
- FB 19-185 Attachment 5 - Irrigation Layout (PDF)
- FB 19-185 Addendum 01 (PDF)
- FB 19-185 Addendum 02 (PDF)
- FB 19-185 The Tennis & Track Company (PDF)
CITY OF BOISE

Resolution NO. RES-92-20

BY THE COUNCIL

BAGEANT, CLEGG , HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION
BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION DEPARTMENT)
AND THE TENNIS & TRACK 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 Parks and Recreation Department staff
recommend award of FB 19-185: Hobble Creek Park Tennis/Pickleball Court Construction, to
the lowest, responsive bidder, The Tennis & Track Company.

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 19-185: Hobble Creek Park
Tennis/Pickleball Court Construction by and between the city of Boise City and The Tennis &
Track 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 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 19-185

Project: Hobble Creek Park Tennis/Pickleball Court Construction

Contractor: The Tennis & Track Company

Owner: Parks and Recreation, City of Boise City.

THIS AGREEMENT is made this _____ day of ________, 20___, by and between the City of Boise City, an Idaho municipal corporation located in Ada County, hereinafter referred to as "Owner", and The Tennis & Track Company, 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   |
   |                       | 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.

2. Amount of Contract. In an amount Not to Exceed: $678,584.00 for Base Bid only.

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 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 any 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.

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 of 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 Parks and Recreation 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
Parks and Recreation
1104 Royal Blvd.
Boise, Idaho 83706

The Tennis & Track Company
PO Box 651477
Salt Lake City, Utah 84165

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
FB 19-185

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

The Tennis & Track Company
PO Box 651477
Salt Lake City, Utah 84165

Signature
Miles S. Minson
02/19/2020
Date

Print Name
Miles S. Minson

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)
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# 26-4658155 (IF EIN IS NOT AVAILABLE, DO NOT INCLUDE SS#)

The Tennis and Track Company

(Address)

SLC, UT 84165

(City and State)

Mike J. Hanson

(Signature)

Subscribed and sworn to before me the 19th day of February, 2020.

(Notary Public)

SALT LAKE CITY, UTAH

Commission Expires: JAN. 31, 2021
Purchasing Contract Number FB 19-185

Approved as to form and content:

[Signatures and dates]

City of Boise

Approved by:

[Signatures and dates]

Attest: Contract amount:

NTE $678,584.00 for Base Bld Only

[Signatures and dates]
**FB 19-185**
HOBBLE CREEK PARK TENNIS/Pickleball Court Construction

**TABLE OF CONTENTS**

<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>
<td>10</td>
</tr>
<tr>
<td>Work Conditions</td>
<td>13</td>
</tr>
<tr>
<td>Project Information</td>
<td>20</td>
</tr>
<tr>
<td>Equal or Equivalent Information</td>
<td>22</td>
</tr>
<tr>
<td>Equal or Equivalent Request Form</td>
<td>23</td>
</tr>
<tr>
<td>Bid Proposal Signature Page</td>
<td>24</td>
</tr>
<tr>
<td>Bid Proposal</td>
<td>25</td>
</tr>
<tr>
<td>References</td>
<td>27</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>29</td>
</tr>
<tr>
<td>Sample Contract</td>
<td>30</td>
</tr>
<tr>
<td>Technical Specifications</td>
<td>Attachment 1</td>
</tr>
<tr>
<td>Drawings</td>
<td>Attachment 2</td>
</tr>
<tr>
<td>Post Design</td>
<td>Attachment 3</td>
</tr>
<tr>
<td>Fence Details</td>
<td>Attachment 4</td>
</tr>
<tr>
<td>Irrigation Layout</td>
<td>Attachment 5</td>
</tr>
</tbody>
</table>
The City of Boise, Idaho, invites you to submit a sealed Bid/Proposal for:

**FB 19-185: Hobble Creek Park Tennis/Pickleball Court Construction**

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:

**From contractors pre-qualified through RFQ 19-185 Hobble Creek Park Tennis/Pickleball Court Construction:** Demo 2 existing asphalt tennis courts including: fencing, net posts, associated asphalt/concrete and landscaping at Hobble Creek Park. Then, construct 2 new complete post tension concrete tennis courts and 12 new complete post tension concrete Pickleball courts, including fencing, gates, net posts, netting, court surfacing, concrete flat work, site amenities and landscape improvements. All work to be in accordance with project plans and specifications.

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 Pre-Bid Meeting will be held on January 28, 2020 at 2:30pm located at Hobble Creek Park, 6050 N Park Meadow Way, Boise, Idaho.

---

<table>
<thead>
<tr>
<th>IMPORTANT DATES</th>
<th>DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Meeting</td>
<td>January 28, 2020 at 2:30pm, Local Time</td>
</tr>
<tr>
<td>“Equal or Equivalent” Requests Due</td>
<td>January 30, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Questions &amp; Clarification Due</td>
<td>January 30, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Bids/Proposals Due</td>
<td>February 5, 2020 at 11:30am, 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**
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 Project Title (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/Overnight" 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 19-185: Hobble Creek Park Tennis/Pickleball Court Construction", 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.**

- 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.
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 30, 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
Fax: 208-384-3995
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 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.

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

2.13 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.

2.14 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 to Idaho’s Reciprocal Preference Law, Idaho Code § 67-2349. Reciprocal Preference Information: https://www.naspo.org/reciprocity1

Note: Click on state of ID

2.15 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.

2.16 Payments and Billings
The Awarded Bidder will submit all invoices to:
- City of Boise
- Parks and Recreation Department
- 1104 Royal Blvd
- Boise, ID 83706
- Attn: Kelly Burrows

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

2.17 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.

2.18 Delivery:
All costs must include delivery charges.

2.19 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.

2.20 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 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.

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.

3.1.14 **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.

3.1.15 **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 19-185: Hobble Creek Park Tennis/Pickleball Court Construction.

3.1.16 **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.
3.1.17 **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.

3.1.18 **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.

3.1.19 **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.

3.1.20 **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 in pursuant 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 Parks and Recreation Department's 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 $100, unless otherwise provided under “Special Provisions” if present.

Execution of the Contract under these specifications will constitute agreement by the Owner and Contractor that $100 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 Parks and Recreation Department’s representative will have the right to increase the number of calendar days or not, as Boise Parks and Recreation Department’s representative may deem best to serve the interest of the Owner, and if Boise Parks and Recreation Department’s representative decides to increase the said number of working days, Boise Parks and Recreation Department’s 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 Parks and Recreation Department’s 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 Parks and Recreation Department’s Representative in writing of the causes of delay within five (5) days from the beginning of any such delay. The Boise Parks and Recreation Department’s 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 Parks and Recreation Department’s 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.
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
tortious 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.
PROJECT INFORMATION AND SPECIFICATIONS

Project to be a 90-day contract. Work to begin as soon as all permits are obtained. See attached plans and specifications.

PROJECT SPECIAL INSTRUCTIONS

Parks and Recreation will submit and pay for the Building and or Grading and Drainage permits which will include the Erosion and Sediment Control Plans (ESC). Contractor shall coordinate with project manager to provide required information to finalize building permit including contractor information, contractor registration number, responsible person for ESC, etc. Contractor responsible to pick up permit, display required notices, and schedule all permit inspections.

Contractor will secure and pay for all other permits, fees, and licenses and schedule all inspections. Other permits may include trade permits, Right-of-Way permits, etc.

Parks and Recreation will pay for third party inspections. Contractor is responsible for coordinating inspections with provided inspection company.

The Contractor is required to adhere to the Boise City Erosion and Sediment Control Ordinance. This includes adhering to all construction related requirements of the Responsible Person.

When required, contractor will be responsible to submit a Notice of Intent /Notice of Termination or Low Erosivity Waiver with the EPA. Contractor is responsible to perform inspections as required, maintain and correct BMP’s, and provide inspection reports to project manager.

All work shall conform to all city and other governing agencies regulations.

The contractor must conduct work, including staging of materials and equipment between the hours of 7:00 am and 6:30 pm on weekdays and 8:00 am and 6:30 pm on weekends.

The Contractor shall schedule all work under this contract to be a sustained and concerted effort to complete the project within the allotted time. A project construction schedule specific to the line item tasks shall be completed by the Contractor prior to beginning work on the project. The aforementioned construction schedule must be presented to and approved by the Boise Parks and Recreation Park Development Coordinator prior to construction start up.

The Contractor shall be responsible for the coordination with Dig Line and Boise Parks and Recreation Department staff to locate all existing utilities, irrigation heads, mainlines, and valve/controller wires. Any damage to marked utilities or damage to utilities due to lack of coordination shall be repaired at the Contractor’s expense. Irrigation laterals cannot be located, any damage to irrigation laterals shall be repaired to match existing conditions at the Contractor’s expense.

The Contractor shall be responsible for pedestrian and vehicular safety and control within and about the work site. Special care shall be taken to ensure temporary

20
warning signage is placed in both directions of path and/or street travel. The Contractor shall obtain all permits and bonds required by any/all pertinent agencies and shall provide all necessary warning devices, barricades, signage and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. Contractor to maintain controls in a safe condition.

The limits of construction as indicated on plans or coordinated with Boise Parks and Recreation shall be delineated on the site by temporary safety fence suitable for denying access to the construction area. Such fencing shall be considered incidental to the contract and shall be barricaded and/or fenced to deny access whenever the Contractor is away and cannot provide security for the facility. Fencing and barricades are to remain in place until final inspection has been made by the Project Coordinator. Contractor responsible to maintain the fencing and barricades in a safe condition. Contractor responsible for all maintenance within the limits of construction including irrigation, sod and trees.

It is the Contractor’s responsibility to make provision and pay for water and power necessary for work under this contract and to clean-up any spills or debris or residues created by their work.

The contractor is responsible for coordinating a construction staging and access area with Boise Parks and Recreation Park Development Manager. Contractor must keep all roadways and access points clear of project debris by sweeping or cleaning as necessary.

The contractor is responsible for damages to any and all facilities and appurtenances, plant material, underground utilities, and other improvements and must repair and/or replace any or all items damaged in a timely and acceptable manner at no cost to the Owner.

Any potential impact to trees or their root systems must be reviewed with the Boise Parks and Recreation Park Development Manager prior to work. Trees must be protected and mitigation will be required for any trees damaged or removed.

Turf repairs shall consist of utilizing a sod cutter to cut a clean edge, fine grading and laying full widths of new sod. The Contractor shall be responsible for the cost to repair any turf damage inside and outside the construction limits as a result of construction activity.

The Contractor shall become familiar with the site and its restrictions prior to bidding. The Contractor should also be familiar with all aspects of these specifications, pertinent to City Codes and the plans for this work. All tax liabilities imposed by the State Tax Commission must be met and verified prior to the release of the final payment. Attention to Idaho Code, Chapter 15, Title 63.
EQUAL OR EQUIVALENT REQUESTS

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 30, 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.
TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: FB 19-185: Hobble Creek Park Tennis/Pickleball Court Construction. 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>
<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:

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

<p>| |</p>
<table>
<thead>
<tr>
<th></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: __________________________ (Please Print)
Signature: __________________________

..............................City of Boise to complete:..............................

Accepted
Not Accepted
Accepted as noted
Received too late

By: __________________________
**Bid Proposal Signature Page**

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Please print or type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td></td>
</tr>
<tr>
<td>Phone#</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Federal Tax ID#</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>X</td>
</tr>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Idaho Public Works Contractor’s License Number</td>
<td></td>
</tr>
</tbody>
</table>

Bidder Acknowledges Receipt of the Following Addenda:
- □ Addenda #1
- □ Addenda #2
- □ Addenda #3
- □ Addenda #4
- □ Addenda #5
- □ Addenda #6

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) |
## BASE BID - Hobble Creek Park Tennis/Pickleball Court Construction

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide all mobilization, permitting conformance, Best Management Practices, site fencing and protection, signage and all miscellaneous items in accordance with these plans and specifications.</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>2.</td>
<td>Provide all labor, materials and equipment for demolition of associated asphalt, concrete, fencing, site amenities and landscape in accordance with these plans and specifications.</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>3.</td>
<td>Provide all labor, materials and equipment to construct a complete 2 court tennis court battery and 12 pickleball courts complete with all fencing, net posts, nets, hardware; application of a complete 3 coat acrylic color system; all hardscape and site amenities in accordance with these plans and specifications.</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>4.</td>
<td>Provide all labor, materials and equipment to construct, repair and make whole the irrigation system and landscape in accordance with these plans and specifications.</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID** $0

**TOTAL BASE BID IN WORDS:**

## ADD ALTERNATE BID #1 - Shade Structures

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide all labor, materials and equipment to construct 8 shade structures in accordance with these plans and specifications.</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

**TOTAL ADD ALTERNATE #1 IN WORDS:**

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.
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></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.

**Reference 1**

<table>
<thead>
<tr>
<th>Organization Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

**Reference 2**

<table>
<thead>
<tr>
<th>Organization Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

**Reference 3**

<table>
<thead>
<tr>
<th>Organization Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</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></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vendor's Comments:**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
**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.

The general contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

**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 MUST be provided

(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><strong>Electrical</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Idaho Public Works Contractor’s License Number</td>
<td>Electrician License#</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Plumbing</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Idaho Public Works Contractor’s License Number</td>
<td>Plumbing License#</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>HVAC</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Idaho Public Works Contractor’s License Number</td>
<td>HVAC License#</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION
Return in Sealed Envelope

BID BOND

(Retum 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 19-185. 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.

______________________________
Principal

______________________________
Surety

Seal

By
CONSTRUCTION CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 19-185

Project: Hobble Creek Park Tennis/Pickleball Court Construction
Contractor: (Insert Contractor's Name)
Owner: Parks and Recreation, 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
- 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.

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, 90 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.

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 the Boise Parks and Recreation Department directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt. Notwithstanding the foregoing, 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
   Parks and Recreation Department
   1104 Royal Blvd
   Boise, Idaho 83706

   (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 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.

(Insert Contractor's Name)  
(Insert Contractor's Address)  
(City), (State) (Zip Code)

________________________________________  
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 19-185

APPROVED AS TO FORM AND CONTENT:

____________________________________
Department    Date

____________________________________
Purchasing Agent    Date

____________________________________
Legal Department    Date

CITY OF BOISE
APPROVED BY:

____________________________________
Mayor     Date

ATTEST:   CONTRACT AMOUNT:
$(Insert Dollar Amount)

____________________________________
City Clerk    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.

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

KNOW ALL MEN BY THESE PRESENTS:

That ________________________________
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 Parks and Recreation, 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.
FB 19-185
TECHNICAL SPECIFICATIONS
GENERAL INFORMATION

GENERAL INFORMATION FB 19-186; Hobble Creek Park Tennis/Pickleball Court Construction

Parks and Recreation will submit and pay for the Building and/or Grading and Drainage permits which will include the Erosion and Sediment Control Plans (ESC). Contractor shall coordinate with project manager to provide required information to finalize building permit including contractor information, contractor registration number, responsible person for ESC, etc. Contractor responsible to pick up permit, display required notices, and schedule all permit inspections.

Contractor shall secure and pay for all other permits, fees, and licenses and schedule all inspections. Other permits may include trade permits, Right-of-Way permits, etc.

Parks and Recreation will pay for third party inspections. Contractor is responsible for coordinating inspections with provided inspection company.

The Contractor is required to adhere to the Boise City Erosion and Sediment Control Ordinance. This includes adhering to all construction related requirements of the Responsible Person.

When required, contractor will be responsible to submit a Notice of Intent /Notice of Termination or Low Erosivity Waiver with the EPA. Contractor is responsible to perform inspections as required, maintain and correct BMP’s, and provide inspection reports to project manager.

All work shall conform to all city and other governing agencies regulations.

The contractor must conduct work, including staging of materials and equipment between the hours of 7:00 am and 6:30 pm on weekdays and 8:00 am and 6:30 pm on weekends.

The Contractor shall schedule all work under this contract to be a sustained and concerted effort to complete the project within the allotted time. A project construction schedule specific to the line item tasks shall be completed by the Contractor prior to beginning work on the project. The aforementioned construction schedule must be presented to and approved by the Boise Parks and Recreation Park Development Coordinator prior to construction start up.

The Contractor shall be responsible for the coordination with Dig Line and Boise Parks and Recreation Department staff to locate all existing utilities, irrigation heads, mainlines, and valve/controller wires. Any damage to marked utilities or damage to utilities due to lack of coordination shall be repaired at the Contractor’s expense. Irrigation laterals cannot be located, any damage to irrigation laterals shall be repaired to match existing conditions at the Contractor’s expense.

The Contractor shall be responsible for pedestrian and vehicular safety and control within and about the work site. Special care shall be taken to ensure temporary warning signage is placed in both directions of path and/or street travel. The Contractor shall obtain all permits and bonds required by any/all pertinent agencies and shall provide all necessary warning devices, barricades, signage and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. Contractor to maintain controls in a safe condition.

The limits of construction as indicated on plans or coordinated with Boise Parks and Recreation shall be delineated on the site by temporary safety fence suitable for denying access to the construction area. Such fencing shall be considered incidental to the contract and shall be barricaded and/or fenced to deny access whenever the Contractor is away and cannot provide security for the facility. Fencing and barricades are to remain in place until final inspection has been made by the Project Coordinator. Contractor responsible to maintain the fencing and barricades in a safe condition. Contractor responsible for all maintenance within the limits of construction including irrigation, sod and trees.

It is the Contractor’s responsibility to make provision and pay for water and power necessary for work under this contract and to clean-up any spills or debris or residues created by their work. The contractor is responsible for coordinating a construction staging and access area with Boise Parks and Recreation Park Development Manager. Contractor must keep all roadways and access points clear of project debris by sweeping or cleaning as necessary.

The contractor is responsible for damages to any and all facilities and appurtenances, plant material, underground utilities, and other improvements and must repair and/or replace any or all items damaged in
a timely and acceptable manner at no cost to the Owner.

Any potential impact to trees or their root systems must be reviewed with the Boise Parks and Recreation Park Development Manager prior to work. Trees must be protected, and mitigation will be required for any trees damaged or removed.

Turf repairs shall consist of utilizing a sod cutter to cut a clean edge, fine grading and laying full widths of new sod. The Contractor shall be responsible for the cost to repair any turf damage inside and outside the construction limits as a result of construction activity.

The Contractor shall become familiar with the site and its restrictions prior to bidding. The Contractor should also be familiar with all aspects of these specifications, pertinent to City Codes and the plans for this work. All tax liabilities imposed by the State Tax Commission must be met and verified prior to the release of the final payment. Attention to Idaho Code, Chapter 15, Title 63.

The Boise Parks and Recreation Department, Park Development Manager may be reached by calling (208) 608-7634.
1. **GENERAL 02110**

   1.1. The Contractor shall stake out the layout for all work under this contract from established elements, i.e. **Points of Beginning**, corner points and others, as indicated on the site plans. All staking shall be approved by Boise Parks & Recreation **prior to commencement of any work.**

2. **MATERIALS**

   2.1. The Contractor shall layout all work from established elements indicated on the site plans. The Contractor shall incur all expenses for the provision of all stakes, templates, platforms, equipment, tools, materials, and labor as may be required in laying out any part of the work. After staking and prior to any construction, the Contractor shall work to make any necessary amendments to layout due to existing trees, etc., as incidental to submitted bid unit to gain Boise Parks & Recreation approval before construction.

3. **INSTALLATION**

   3.1. Contractor shall take special care to avoid damage to any adjacent areas.

   3.2. The Contractor shall also take special precautions to avoid damage to existing amenities on site (i.e., pavement, curbs, etc.). Any damage to such resultant of contract work shall be restored/repaired at Contractor's expense, and shall meet with Boise Parks & Recreation approval before proceeding with work.

End of Section
4. **GENERAL - 02100**

4.1. Scope

   4.1.1. Furnish all work, services, materials, and related items only as necessary to complete the work indicated on the specifications, plans and details.

4.2. Verification

   4.2.1. Contractor shall notify Boise Parks & Recreation of any complications regarding the demolition of plan designated items prior to work. All conflicting utilities shall be verified and Boise Parks & Recreation shall be notified as to their location, prior to work.

4.3. Existing Site

   4.3.1. Fence and/or otherwise protect from damage in an approved manner, structures, shrubs and single trees or groups of trees noted to remain around where construction is to take place. Light no fires under or near any trees or bushes to remain and place no materials or debris nor park any equipment, motor driven or otherwise, within the spread of any branches.

   4.3.2. All perimeter fences adjacent to the construction sites shall remain and be protected from damage.

4.4. Damages

   4.4.1. All work shall be done in such a manner that damage to existing construction is avoided. Should damage occur, Contractor shall stop work in that area; repair all damage in accordance to Boise Parks & Recreation specification, and obtain approval of Boise Parks & Recreation for any/all repairs before resuming work in this area.

   4.4.2. Damage to trees or shrubs during construction will be assessed against Contractor per dollar amount of replacement value. The value and damage amount will be determined by ratings of the International Society of Arboriculture Shade Tree Evaluation, Latest Edition, administered by Boise Park & Recreation; Resources Community Forestry.

5. **CLEARING**

5.1. Site Preparation

   5.1.1. The Contractor shall clear and grub the site of all excess debris to a depth as indicated on plans, prior to any contract work. This debris shall be hauled off the
site, and disposed of in accord to local code and regulation, at the Contractor's expense.

5.2. Fill/Topsoil

5.2.1. Excess fill shall be cleared off site, and any topsoil or fill shall be stockpiled for use on site or hauled off site at the discretion and direction of Boise Parks & Recreation.

5.3. Damage Repair

5.3.1. See above.

5.4. Demolition

5.4.1. Contractor shall review site prior to any demolition work, and verify any site conditions that would impair satisfactory completion of work. Notification of these conflicting utilities/facilities shall be made to Boise Parks & Recreation prior to proceeding with work, and drawings shall be amended as necessary to facilitate work.

5.5. Excavation

5.5.1. Contractor shall demolish all items as designated on plans and shall remove from site at Boise Parks & Recreation discretion to proper disposal per all local code and regulations.

5.6. Damage Repair

5.6.1. See above.

End of Section
6. **GENERAL 02810**

6.1. Scope

6.1.1. Furnish all labor, materials, tools and equipment as necessary for proper execution and completion of all sprinkler work. Whether specified further or not, the intent is that the Contractor shall furnish a complete and operable system of approved coverage as indicated on the Drawings. All systems shall be installed prior to final grading.

6.1.2. If a bidder wants to propose different equipment than what is called for, they must present the written alternative(s) to Boise Parks & Recreation’s representative as per “Or Equal” process previously outlined.

6.2. Alternatives

6.2.1. Refer to the bid schedule for possible effect on work of this section.

6.3. Verification

6.3.1. Before proceeding with any work, the Contractor shall verify all dimensions pertaining to spacing of sprinkler heads and location of valves and other items. Should any errors in the drawings or conflicts between the Drawing and/or Specification be found, the Contractor shall immediately notify Boise Parks & Recreation’s representative.

6.4. Conduct of Work

6.4.1. The Contractor shall maintain continuously a competent superintendent or foreman during progress of the work, with authority to act for him in all matters pertaining to the work.

6.4.2. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the work under control. Subcontractors shall not be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor and their work shall be subject to the provisions of the Contractor's responsibility.

6.4.3. The Contractor shall become familiar with the location of known existing utilities and any damage done to these utilities or other properties, installations, or equipment shall be the Contractor's responsibility.

6.4.4. The Contractor shall progressively clean the work site of debris and rubbish as the work proceeds.

6.4.5. The Contractor shall be responsible for the provision of barricades, any safety guards,
and any other structures or improvements necessary for the complete protection of the public.

7. **MATERIALS**

7.1. All materials shall be new and of domestic manufacture. Any substitution of materials other than specified shall be approved by Boise Parks & Recreation’s representative prior to the pre-bid meeting. (The product plus manufacturer's literature must be submitted for inspection before substitution will be considered.)

7.2. Control Wire for Automatic Valves

7.2.1. Control wire must be insulated, single strand copper designed for 24 volt or higher. It shall be minimum 14 gauge underground approved copper wire.

7.2.2. Copper conductor must meet or exceed ASTMB-3 specifications.

7.2.3. Control wire must be U.L. approved as type U.F. (underground feeder).

7.2.4. Red and white colors must be available.

7.2.5. Sufficient quantities must be supplied to meet splice and extra wire requirements listed under control wire installation.

7.2.6. All control wires shall be labeled at each end as to initial connection at controller and respective valve, in a permanent fashion.

7.2.7. All control wires shall be placed a minimum of 4" from any lateral or mainline in the trench.

7.3. Automatic Valves

7.3.1. Automatic valves shall be as indicated on drawings.

7.3.2. Automatic control valves shall be a pressure regulating, and a 150 (one hundred fifty) point, low voltage, electric operated normally closed type approved by the manufacturer or the automatic controls for use with this equipment. The valve shall have a built-in regulator for smooth closing under different operating pressures. The valves shall have removable bonnets or removal of seats without removing valves from piping. Valves shall be of the size, type and manufacturer as indicated on the Drawings.

7.4. Valve Boxes

7.4.1. Carson Lockable T-Cover "Jumbo" Boxes – Mdl#12201014 will be used.
7.5. P.V.C. Pipe

7.5.1. P.V.C. pipe shall be virgin, high impact polyvinyl chloride pipe, conforming to commercial standards CS 207-60.

7.5.2. Mainlines, laterals and fittings with solvent weld type joints are required except where head assemblies, valves, etc., require threaded joints. All pipes shall be Schedule 40 for line sizes 3/4", 1", 1 1/4", 1 1/2" and 2". All pipes shall be Class 200 for line size 2 1/2", 3", 4" and 6". Mainlines and laterals 4" and larger shall be gasketed pipe with all fittings being mechanical ductile iron.

7.5.3. Pipe shall be homogeneous throughout and be free from defects, cracks, holes, foreign materials, wrinkles, dents and blisters.

7.5.4. Pipe shall be continuously and permanently marked with the following information: Manufacturer's name, kind of pipe, size NSF approved, schedule number.

7.5.5. Pipe and fittings must be of American manufacture.

7.5.6. Fittings shall be Schedule 40 and of American manufacture.

7.5.7. Electrical tape binding wires shall be black plastic, 3/4" (three-fourths inch) wide all-weather type.

7.6. Sprinkler Heads

7.6.1. Sprinkler heads shall be commercial style, as indicated on drawings.

8. INSTALLATION

8.1. Trenching

8.1.1. All trenches (no exceptions) shall be deep enough to have the bottom of the lateral lines at 18" (eighteen inches) and 24" (twenty-four inches) for mainlines.

8.1.2. All trenches must be straight with no abrupt changes in grade.

8.1.3. The trench bottom must be free of rocks or sharp-edged objects. Contractor shall include sand bedding pipe zone in bid as incidental to irrigation. Sand bedding pipe zone shall encompass the pipe with 3" of material on all sides. Sand must be clean with 100% passing a 40 screen.

8.1.4. Contractor shall avoid backfilling the remainder of the trench with rock, gravel or non-native material larger than 1/4". All imported backfill must be clean topsoil or sand with 100% passing the 1/4" screen.
8.1.5. Contact Boise Parks & Recreation Department 24 hours in advance prior to trenching within 10' of the drip line of an existing tree.

8.2. P.V.C. Pipe and Fittings

8.2.1. Exercise care in handling, loading, unloading and storing to avoid damage. The pipe and fitting shall be stored under cover and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat, so as not to be subject to undue bending or concentrated external load at any point. Any pipe that has been dented or damaged shall be discarded until such damage has been cut out and the pipe is rejoined with coupling.

8.2.2. Solvent welded joints shall be given at least 15 (fifteen) minutes set-up time before moving or handling. Pipe shall be partially center loaded to prevent arching and slipping. No water shall be permitted in pipe until a period of at least 10 (ten) hours is elapsed for solvent welding setting and curing.

8.2.3. Backfilling shall be done when pipe is not in an expanded condition due to heat or pressure. Cooling of the pipe can be accomplished by operating the system for a short time before backfill, or by backfilling in the early part of the morning before the heat of the day.

8.2.4. Before pressure testing, soluble weld joints shall be given at least 24 (twenty-four) hours curing time.

8.2.5. No P.V.C. pipe may be threaded or connected to a threaded fitting without an adapter.

8.2.6. Great care must be taken to ensure that the inside of the pipe is absolutely clean. Any pipe ends not being worked on should be protected.

8.2.7. When two or more lines are adjacent, Boise Parks & Recreation allows them to be placed in the same trench, but not touching. Place them at least 4" (four inches) apart. The lines may not be installed with one on top of the other.

8.3. Control Wire

8.3.1. Control wires are to be taped together at 10' (ten foot) intervals, and then laid in trench alongside the mainline, as per detail, with a minimum separation of 4".

8.3.2. Control wires shall be labeled at each end as to initial connection at controller and respective valves in a permanent fashion.

8.3.3. Splices at the valve will be accomplished with a direct bury splice kit.

8.3.4. There are to be no splices of the lead wire between the valve and the controller. There must be a separate lead or "hot" wire to each automatic valve. The common ground wire can connect to all valves.
8.3.5. All splices must be contained in valve boxes. They must be spliced and water tight. Contractor will add one (1) foot extra of the lead and common wire in each valve box.

8.3.6. Minimum size of wire is to be determined strictly by the following chart:

<table>
<thead>
<tr>
<th>Number of Valves</th>
<th>Maximum Length of Common Wire</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>500'</td>
</tr>
<tr>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td>2</td>
<td>14</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>6</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td>9</td>
<td>12</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>10</td>
</tr>
</tbody>
</table>

NOTE: Only 1 valve allowed on each lead wire. The ground wire however, may link several valves. The control wires shall be color coded as follows:

<table>
<thead>
<tr>
<th>Ground Wire</th>
<th>White</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead-in Wire</td>
<td>Red</td>
</tr>
<tr>
<td>Extra Lead-in Wires</td>
<td>Other than red or blue</td>
</tr>
</tbody>
</table>

8.4. Automatic Valves

8.4.1. Before installation of any automatic valves, the supply line must be thoroughly flushed.

8.4.2. Each automatic valve shall be enclosed in a valve box, using "Jumbos" as required, set at grade. Valve box extension may be required.

8.4.3. At each valve location there will be a galvanized union sized accordingly with the pipe size, installed on the downstream side of the valve and a brass ball valve, sized accordingly with the pipe size on the upstream side of the valve.

8.4.4. Maximum depth to the bottom of the valve will be 18" (eighteen inches) as measured from finish grade of turf.

8.5. Valve Boxes

8.5.1. Place all valve boxes on 4 (four) cinder blocks, to keep the boxes off the irrigation pipes. Each box will be centered on the valve and quick coupler.
8.5.2. Valve boxes must be a minimum 3’ (three feet) from main lines. When valve boxes are in the same vicinity, they must be aligned parallel to each other.

8.6. Irrigation Heads

8.6.1. When the irrigation heads are being staked, it is important to have coordination with Boise Parks & Recreation’s representative. Final location of heads must be approved before installation. Changes from the original plans must be shown on an "AS BUILT DRAWING".

8.6.2. Full heads must be "Full" and not part circle made to cover a full circle.

8.6.3. Check valves may be required, as designated on Irrigation Plan(s) and legend.

8.6.4. All irrigation head attachments will be with triple swing joint assemblies. The assembly must not be installed vertical. It will be installed to take advantage of the 3 (three) swing joints and slightly laid over.

8.6.5. All heads will be teed and separated from the lateral lines at a minimum of 18" (eighteen inches).

8.6.6. When adjacent to pavement, curbs or a permanent surface, place the head at 3" (three inches) from this surface.

9. TESTING

9.1. Before backfilling, all P.V.C. lateral lines, mainlines, and valve fitting, shall be capped, flushed and pressure tested with air or water, with all joints exposed to 100 (one hundred) psi. The lines shall be accepted only when a maximum of 5 (five) psi pressure is lost in 15 (fifteen) minutes. This pressure shall be maintained until all joints and fittings have been inspected by the Owner’s Representative. Boise Parks & Recreation’s representative shall be notified 24 (twenty four) hours minimum, prior to requesting the pressure inspection.

9.2. To be valid, all tests must be performed under the direction and supervision of Boise Parks & Recreation’s representative. Notification shall be given 24 hours in advance. No testing shall take place on weekends or legal holidays.

10. BACKFILLING

10.1. In refilling trenches, the material around the pipe and in the remainder of the trench shall meet Section C. Trenches shall be compacted through mechanical means or thoroughly water-settled as approved by Boise Parks & Recreation’s Representative. No water jetting shall be allowed unless permission is given. Compaction shall be to 85% (eighty-five percent).

10.2. All imported backfill must be clean topsoil or sand as per Section C.

10.3. Any settling of backfilled trenches shall be repaired by the Contractor without expense to Boise Parks & Recreation, including complete restoration of all damaged property.

10.4. Trenches or tunnels under roads or paved areas shall be backfilled and tamped with a mechanical tamper in successive 8" (eight inches) compacted lifts. Paving shall be replaced to the satisfaction of Boise Parks & Recreation, details and plans. Compaction under paved surfaces.
compacted to 95% (ninety-five percent). All other compaction shall be to 85% (eighty-five percent).

10.5. Before complete backfilling, all underground appurtenances including valves, drain valves, etc., must remain exposed so that they can be located "as-built" by the Contractor and reviewed by Boise Parks & Recreation’s Representative. The appurtenances must be clearly visible and not just marked. It is suggested that the Contractor partially backfill the pipe as it is laid, leaving all joints exposed; then complete backfilling later after flushing, pressure testing, inspection of As-Built location. The Contractor must give 24 (twenty-four) hour notice to Boise Parks & Recreation each time location of inspection is required. The location, inspection and testing provisions of these Specifications will be strictly adhered to. If for any reason any part of the sprinkler system is backfilled before approved location, testing or inspection, it must be completely uncovered and exposed until approved for backfilling by Boise Parks & Recreation Representative.

10.6. All roots, rocks and surplus excavation shall be removed from the site unless otherwise directed. Any sod buried under excavation shall be raked free of dirt after excavation is removed.

11. FINAL INSPECTION

11.1. The Contractor in the presence of Boise Parks & Recreation shall perform a water coverage test to determine if the water coverage and operation of the system is complete and satisfactory. If any part of the system is inadequate due to the Contractor's poor workmanship, negligence, or materials, it shall be repaired or replaced at the Contractor's expense and the test repeated until satisfactory coverage is achieved. Acceptance shall be granted with Final Acceptance of project. As-Builts must be submitted prior to this Final Acceptance.

12. GUARANTEE

12.1. Should any trouble develop within 1 (one) year of final acceptance, which in the opinion of Boise Parks & Recreation is due to inferior or faulty material and/or workmanship, the trouble shall be corrected without delay to the satisfaction of Boise Parks & Recreation and at the Contractor's expense.

13. CLEAN UP

13.1. The Contractor shall remove from the site all debris, brush, wood, large roots, and other debris resulting from his operation. He shall repair, to the satisfaction of Boise Parks & Recreation Representative, any damage to sod, trees or improvements on or near Boise Parks & Recreation’s property, resulting from his work.

14. AS BUILT DRAWINGS

14.1. The Contractor shall, upon completion of the work and prior to final acceptance of project, furnish Boise Parks & Recreation’s Representative with a newly drafted, readable As-Built Drawing on 24" X 36" vellum of the entire installation; illustrating any and all deviations from the Contract Drawings. These Drawings shall accurately locate (by dimension) all automatic valves, lines, heads and other components. The As-Built drawings shall be given to Owner prior to Final Acceptance of entire project.
15. **OPERATIONS MANUAL**

15.1. The Contractor shall submit to Boise Parks & Recreation Department, upon completion of all sprinkler system work and **prior** to Final Acceptance, 3 (three) complete copies of manufacturer's descriptions and Specifications for all valves and sprinkler heads. This information shall be submitted to Boise Parks & Recreation in loose-leaf notebook form, properly labeled and identified and shall be subject to Boise Parks & Recreation Department approval.

16. **WINTER ADJUSTMENT**

16.1. Irrigation Contractor shall come back to the job site at the beginning of first winter season following acceptance of the project to perform the following:

16.2. General inspection of system.

16.3. Testing of all lines, valves and sprinkler heads.

16.4. Repair of all leaks and any/all faulty work.

16.5. Check of system operation.

16.6. Other necessary work to ensure an adequately functioning system.

16.7. Complete draining and blowing out of system, with review of all valve locations with grounds man.

17. **SPRING ADJUSTMENT**

17.1. Irrigation Contractor shall come back to job site at the beginning of first spring season following acceptance of the project to perform the following:

17.2. General inspection of system.

17.3. Testing of all lines, valve and sprinkler heads.

17.4. Repair of all leaks and any/all faulty work.

17.5. Check of system operation, and adjustment of spray patterns as necessary to ensure full coverage.

17.6. Other necessary work to ensure an adequately functioning system.

17.7. Review or entire irrigation system and its operation with head grounds man.

**End of Section**
18. **GENERAL 02900**

Scope
18.1. Contractor shall furnish all labor and materials using all tools and equipment necessary to install plantings in a proper way in accordance to the specifications herein. Work shall encompass the following tasks:

- 18.1.1. Fine finish
- 18.1.2. Soil tests
- 18.1.3. Soil preparation
- 18.1.4. Plant Establishment
- 18.1.5. Guarantee Period

18.2. Alternatives

18.2.1. Refer to the bid schedule for possible effect on work of this section.

18.3. Verification

18.3.1. Verification of the completion of the irrigation system installation must be given to the Boise Parks & Recreation Department before starting any work of this section. All adjustments must be made and approved to begin planting.

18.4. Substitutions

18.4.1. Substitutions will not be permitted without written approval by Boise Parks & Recreation Department.

18.4.2. If a specified plant species or variety is not obtainable, the awarded Contractor may submit a proposal to provide the nearest equivalent size or variety to the Boise Parks & Recreation Department for consideration.

18.5. Product handling

18.5.1. Delivery:

Deliver all fertilizer, soil amendment and herbicides in manufacturer’s original unopened containers, clearly labeled with weight, analysis and manufacturer’s name and brand.

18.6. Storage

18.6.1. Secure Boise Parks & Recreation’s permission to store plant materials on the project site.
18.6.2. Store all materials in an orderly manner and locate so as to avoid interfering with other construction activities.

18.7. Protection

18.7.1. Store fertilizer above ground and protect from moisture absorption with approved coverage.

18.7.2. Protect the installed work and materials of other trades.

18.7.3. Protect materials before, during and after installation.

19. MATERIALS

19.1. Import Soil

19.1.1. The following specifications represent Boise Parks & Recreation department’s optimum desired topsoil mixture for imported material. If this topsoil mixture cannot be met, Boise Parks & Recreation department welcomes negotiations with the Contractor to achieve a topsoil mixture in close adherence to the soil report recommendations.

19.1.2. Topsoil and/or backfill shall be friable, fertile, agricultural soil, containing normal amounts of macro and micro nutrients capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, without admixture of subsoil. It shall be free of stones 1" (one inch) or larger, lumps, sticks, live plants and their roots, and other extraneous matter. It shall not be infested with nematodes or other pest or disease organisms.

19.1.3. Topsoil shall have a pH range of 6.0 to 7.5 and shall not contain toxic substances detrimental to plant growth.

19.1.4. Topsoil salinity shall not exceed 2.0 mhos/cm as measured by the electrical conductivity of the soil extract.

19.1.5. Topsoil shall contain no less than 3% (three percent) organic matter as determined by the Walkley-Black titration method. In the event that the organic matter is less than 3% (three percent), supplementary additions may be required to meet specifications. Such additions, if necessary, shall consist of peat moss, leaf or well rotted wood compost, or other acceptable organic material. Any of these organic additives to the topsoil must be well rotted or decomposed prior to mixing with the topsoil. This can be achieved by frequent wetting and turning, supplemented by periodic applications of an ammonium sulfate fertilizer. Soil temperatures may be monitored upon arrival to ensure that any supplementary material added to the topsoil has been done properly. An additional soil analysis by an independent soil testing facility may be required for conformance.
19.1.6. Mineral topsoil shall have a texture, as determined by either mechanical or chemical analysis (i.e., sieve analysis, hydrometer, dispersing/flocculation reagents, etc.) within the following limits:

- Sand 40-70%
- Silt 20-40%
- Clay 0-20%

*Based upon the USDA classification system according to particle size.

19.1.7. Nutrient Ratios of topsoil shall not exceed the following:

- Calcium: Phosphorus Ratio 150:1
- Phosphorus: Zinc Ratio 15:1
- Ca:Mg Ratio 6-25:1

19.1.8. Nutrient percentages shall be as follows:

- Calcium 65-80%
- Magnesium 10-20%
- Potassium 2-6%
- Sodium <5%

19.1.9. Micronutrient Level

- Zinc 1.5 - 3.0
- Magnesium 5.0 - 20.0
- Copper 1.0 - 2.5
- Iron 5.0 - 50.0
- Boron .8 - 1.5

19.1.10. All topsoil shall include the geographic legal description of parent material(s) being used (i.e., SE 1/4 - Sec. 19-T. 4N. -R 2E. - Ada County).

19.1.11. Contractor shall incur the cost for the testing of soil samples by an independent soil testing facility at least 15 (fifteen) days prior to acceptance and scheduled use. (Refer to B. Materials; 1. Soil Tests.) Approval by Boise Parks & Recreation department must be achieved prior to delivery on site. These samples shall be identified with their source locations, and must conform to these specifications.

19.1.12. The selected topsoil may be inspected when brought onto the site to insure it is the same soil as tested.

19.1.13. An additive of PEAT Sphagnum will be added to the topsoil mixture. In total volume quantities, the topsoil should contain 10% (ten percent) PEAT. Contractor shall bid for this addition, though topsoil inspection by Boise Parks & Recreation department after bid award may allow deletion of requirement.
19.2. Soil Amendments, Fertilizers and Conditioners

19.2.1. Soil amendment: Peat moss is the preferred amendment material, though well rotted manure or other organic material may be used. Submit sample and nutrient analysis at least 7 (seven) days prior to use.

19.2.2. Commercial fertilizer shall be packed in new, unopened, waterproof, non-overlaid bags; clearly labeled as to percentage of weights, manufacturer and content/chemical analysis. It shall be uniform in composition, dry and free flowing.

19.3. Turf areas:

19.3.1. Commercial fertilizer for turf areas shall be applied prior to laying sod; at mixtures indicated:

19.3.2. The soil needs to be amended with Ammonium sulfate before any seeding or sodding takes place. This shall be standard commercial quality, manufactured for use as a soil amendment as approved by Boise Parks & Recreation department and per soils report. **For bidding purposes only, use 5# (five pounds)/1,000 sf (one thousand square feet).**

19.3.3. Sod installation requires one slow-release fertilizer mixture with a ratio of 14:14:7, or 14% Nitrogen (N), 14% Phosphorus (P), and 7% Potassium (K), installed at 10# (ten pounds)/1,000 sf (one thousand square feet).

19.3.3.1. All percentages may be adjusted, only in so far as ratios remain constant as specified.

19.4. Plant Materials

19.4.1. Trees, Shrubs and Ground Covers, Vines (Deleted)

19.4.2. Sod for lawn

19.4.2.1. Sod to be minimum age of 18 (eighteen) months, with root development that will support its own weight, without tearing, when suspended vertically by holding the upper two corners.

19.4.2.2. Sod shall be comprised of “Sod Quality Seed” free of any poa annual seed. Any seed mixture; used as seed or to develop as sod shall meet these guidelines:

19.5. All seeds used shall conform to the requirement of the Idaho State Seed Law and when applicable, the Federal Seed Act.

19.6. Contractor shall submit sod certification to Boise Parks & Recreation department. This certification shall provide a complete analysis of the seed species, including the percentage of pure seed and its germination rate, other crop seeds; both inert and weed, and the germination test date. All crop seed in excess of one percent (.01) must be itemized.

20. INSTALLATION
Pre-inspection by Contractor

20.1. Examine site for conditions that will adversely affect execution, performance and quality of work.

20.2. Immediately notify the Boise Parks & Recreation department in writing describing any unacceptable conditions that will inhibit acceptable performance and completion of project.

20.3. Soil Fertilizing and Conditioning

20.3.1. Evenly distribute specified soil fertilizer and amendments (Division 2, Site Work; Section 2D Planting; B.3).

20.3.2. Incorporate manufacturer specified application rate of fertilizer and soils report specified rate of ammonium sulfate into the top 6" (six inches) of soil with a mechanical tiller.

20.4. Fine Finish Grading

20.4.1. All flow lines shall be maintained to allow free drainage of surface water. Displaced material or low spots which interfere with drainage shall be removed and/or placed as directed and graded to drain properly.

20.4.2. All rock, clods, debris and miscellaneous foreign matter shall be removed.
20.4.3. Finish grade all planting areas to a smooth even condition. Make sure that no water pockets or irregularities remain.

20.4.4. Where soil consists of rubble of sizes greater than 1 “(one inch), plans may delineate areas to receive imported backfill in planting pits.

20.4.5. Bring finish grades to required elevations so that after conditioning and planting, grade is 2” (two inches) below finish surface of curbs and walks in shrub areas, and 1” (one inch) below finish surface of curbs and walks in lawn areas. Slope to drain toward adjacent drainage systems.

20.5. Weed Control

20.5.1. Contractor shall germinate and destroy existing weed seeds before preparing areas for planting. Sufficient water shall be applied to cause weed seeds to sprout.

20.5.2. Use of pre-emergent systemic herbicide per manufacturer’s instruction is permitted per Boise Parks & Recreation’s approval, and as designated on bid schedule.

20.6. Planting - Trees, Shrubs, Ground Covers and Vines:

a. Time of Planting:
   1. No plant materials shall be planted until the installation of the necessary sprinkler system has been completed and the soil has been prepared as previously specified.
   2. Planting shall be done only during periods which are normal for such work, as determined by the season, local weather conditions and accepted practice, and only after major and adjacent construction has been completed.

b. Planting Sites:

   Plants shall be planted where shown on plans and as directed by Boise Parks & Recreation. Contractor shall notify Boise Parks & Recreation of any conflicts in location due to underground utilities, poor drainage (less than 1" per hour) rocks, or other underground or above ground constructions.

c. Plant Delivery:

   No plants shall be transported to the planting area that are not thoroughly moist throughout the ball of earth surrounding the roots. Plants should not be allowed to dry out nor shall any roots be exposed to the air except during the act of placement. Any plants, that in the opinion of Boise Parks & Recreation department are dry, or in a wilted condition when delivered or thereafter, whether in place or not, will not be accepted and shall be
replaced at the Contractor’s expense.

d. **Planting Pits:**

1. Plant pits for container plants shall be constructed as per detail. Excavated material, if rocky, must be removed from site. All sides of pits shall be scarified to a depth of 3" (three inches) to receive backfill.

2. Backfill mix may require amendment to conform to topsoil specifications. Contractor shall be responsible for all amendments.

3. Prepare tree for planting

   (1) **Container Stock**
   Remove container and inspect root ball for circling roots. Eliminate circling roots by spreading them out in the hole or by cutting 4-6 vertical slices on the root ball sides to a depth of ½ inch and cut an X in the bottom of the root ball.

   Place root ball in planting hole so that the root crown is level with or slightly higher than surrounding ground and adjust tree for plumb.

   (2) **Balled and burlapped (B&B) Stock**
   Carefully set the tree into the planting hole so the top of the root ball is level with or slightly higher than the surrounding ground.

   Remove wire basket if possible. If not possible, remove the upper half of the basket after the tree is in its final planting position. Do not damage the roots or disturb the integrity of the root ball.

   Establish final planting position. Adjust tree for plumb using pressure on the root ball. Do not use tree trunk to adjust position. Stabilize the tree by adding soil around the bottom portion of the root ball.

   Cut and remove all twine.
   Cut and remove burlap half way down the root ball.

4. Fertilizing of trees shall take place at time of planting using ONLY organic bio-stimulants with a maximum N-P-K of 5-10-5.

   1 gallon:: 3 tablets  
   5 gallon:: 8 tablets  
   7 gallon:: 10 tablets  
   15 gallon:: 13 tablets  

   ½" caliper:: 3 tablets  
   1" caliper:: 6 tablets  
   1-1/2" caliper:: 9 tablets  
   per larger:: 3 tablets per ½" caliper
2) e. Watering

Apply water to each plant immediately after planting, by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground, using hose to tamp out any water and air pockets.

3) f. Staking and Guying

Staking shall take place only when conditions which will loosen the tree trunk from the soil are prevalent.

All staking and guying of trees shall be done at the discretion of the Contractor with regard to branching structure and wind exposure. Boise Parks & Recreation department reserves the right to ultimate discretion, however. All staking shall be installed per detail.

4) g. Pruning of newly planted trees

All tree pruning and tree removal shall be performed only upon approval of BPR Representative and in accordance with the latest revision of American National Standards Institute (ANSI) A-300 and Z 133 Standards. Pruning objectives and specific criteria or parameters will be established by BPR representative prior to beginning any pruning or removal operations.

All tree pruning and removal operations shall be done by a Boise City Licensed Tree Service unless otherwise approved by Forestry.

Equipment used in tree pruning and removal operations must meet standards promulgated by OSHA, ANSI and NIDSH and is subject to inspection by BPR representative to determine appropriateness for the work to be performed. Equipment determined to be inappropriate will not be allowed for use for tree pruning or removal.

20.7. Planting - Lawn areas

20.7.1. Planting shall be done only during periods which are normal for such work, as determined by the season, local weather conditions and accepted practice, and after major and adjacent construction has been completed.

20.8. Soil Preparation:

20.8.1. In cases of compaction, as determined by Boise Parks & Recreation Department, the Contractor shall be required to complete one or both of the following to the satisfaction of Boise Parks & Recreation Department and shall be incidental to the contract.
20.8.2. Loosen subgrade material to a depth of 18" utilizing a ripping method.

20.8.3. Loosen the top 6" of topsoil utilizing a rototiller method. Disking is not acceptable.

20.8.4. Grade smooth all surfaces to receive turf. Roll lightly and fill in all soil depressions to result in a moderately yielding surface.

20.8.5. Soil shall be level, smooth and moist before receiving seed or sod, without low spots which would trap water.

20.8.6. The sod bed shall be inspected by the Boise Parks & Recreation department to determine its suitability prior to sod/seed application. No sod/seed application will be performed until all other construction operations have been completed, except by authorization of the Boise Parks & Recreation department.

20.8.7. Evenly spread correct amount of Commercial Fertilizer per soils report and/or manufacturer’s recommendations. This operation must be accomplished directly before the sodding operation, or in conjunction with seeding application schedule.

20.8.8. Watering

20.8.8.1. Contractor shall incur at his expense whatever arrangements may be necessary to ensure an adequate water supply to meet the needs of this contract. He shall also furnish and incur cost for any necessary hose, equipment and attachments/accessories, and water for the adequate irrigation of planted areas as specified.

20.8.9. Lawn Installation:

20.8.9.1. Contractor shall be wholly responsible for providing a first quality lawn in all areas shown on drawings, whether sodded or seeded.

20.8.10. Sod

20.8.10.1. Lay sod within 24 (twenty-four) hours after it is delivered to site. Do not leave in rolls exposed to hot sun longer than necessary.

20.8.10.2. Unroll sod carefully. Lay sod in a 12" (twelve inches) minimum offset staggered pattern, with each row set in the same direction as the adjacent one.

20.8.10.3. Trim sod to conform to lawn shapes as indicated on planting plans, provide 6' diameter tree wells around all trees.

20.8.10.4. Sod shall be 1" below finish grade of adjacent walks, curbs and other permanent pavements.
20.8.10.5. Lay border areas with not less than full width of sod, nor less than half length of sod. (Sod width: 12" (twelve inches), length: 48" (forty eight inches)).

20.8.10.6. Sodded slopes shall be installed from the bottom up, using protective planking over lower installed sod. Wooden pegs may be used to pin sod, though no metal pins shall be allowed.

20.8.10.7. Irrigation shall be applied to sod sections upon completion of installation.

20.8.10.8. Fertilize sod immediately after initial irrigation, with 14:14:7 (fourteen parts Nitrogen, fourteen parts Phosphorus, and seven parts Potassium) mix, at the rate of 10#/1,000 sf (ten pounds per one thousand square feet).

20.8.10.9. Workers shall not be allowed to walk on turf areas unnecessarily before, during or after sodding operation. Turf areas that have been damaged or compacted shall be recultivated and resodded at Contractor’s expense.

20.8.10.10. Roll all sod areas within 2 (two) days after installation, using a Ryan Manufacturing Co. sod roller or approved equal.

21. CLEAN UP

21.1. Upon completion of all planting work and before Final acceptance, Contractor shall remove all material and debris resulting from his work. All paved areas shall be swept clean and the site left in a neat and acceptable condition as approved by the Boise Parks & Recreation department.

22. PLANT ESTABLISHMENT

22.1. Plant Establishment consists of a minimum 15 (fifteen) day Plant Establishment Period, which is more specifically determined by type of planting, as defined below. It is inclusive of all project maintenance; whatever measures are defined below and/or those additionally necessary to ensure successful establishment of all plants specified.

22.2. In order to carry out the project maintenance work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any planting is done until the end of the Plant Establishment Period.

22.3. The Plant Establishment Period shall be extended beyond the minimum calendar requirement at no cost to Boise Parks & Recreation department, until all plantings are established to the satisfaction of Boise Parks & Recreation department.

22.4. Project maintenance work shall consist of regulating water application, weeding, caring for plants, sweeping walks, litter pick-up and performing all general project maintenance.

22.5. All plants and planted areas shall be kept well watered and weed free at all times. Weeds
and noxious grasses shall be removed and disposed of in a proper manner. Provide special attention for watering slopes and areas planted on the windward and/or sunny side so that plants will be adequately watered at all times.

22.6. The Contractor shall be responsible for detecting nutrient deficiencies, turf diseases and pests as soon as their presence in manifested. He shall take immediate action to identify the problem and shall immediately apply remedies. If the above and following conditions are not complied with, the Contractor shall reinstall the plant and maintain it until it is re-established, and shall maintain that area through an additional 30 (thirty) days at no additional cost to Boise Parks & Recreation department.

22.7. Any damage to planting areas shall be repaired immediately

22.8. Contractor shall continue to pick up rocks that surface and are 1" (one inch) or greater in diameter.

22.9. The Plant Establishment Period regarding turf begins when all turf has been planted and approved by Boise Parks & Recreation Department and will continue until all sod areas have been mowed a minimum of 1 (one) time before Plant Establishment Period ends.

22.10. Project work through Establishment Period shall consist of regulating water application, weeding, caring for turf; in general, performing all general project maintenance.

22.11. Water grass until end of Plant Establishment Period. The areas shall be kept moist, but not glistening wet, until time for the first cutting of grass. After the first cutting, water lawn to maintain a thriving condition.

22.12. All turf areas shall be kept well watered and weed free at all times. Weeds and noxious grasses shall be removed and disposed of in a proper manner. All use of herbicides shall be approved by Boise Parks & Recreation Department and applied by a Licensed Application. Submit copy of application log to Boise Parks & Recreation Department. Provide special attention for watering slopes and lawn areas planted on the windward and/or sunny side so that lawn will be adequately watered at all times.

22.13. The Contractor shall be responsible for detecting nutrient deficiencies, turf diseases and pests as soon as their presence is manifested. He shall take immediate action to identify the problem and shall immediately apply remedies. If the above and following conditions are not complied with, the Contractor shall replant the grass and maintain the turf until a healthy mature turf is re-established, and shall maintain that area for an additional determined Establishment Period at no additional cost to the Boise Parks & Recreation department.

22.14. The Contractor shall provide supplemental feedings of fertilizer as required to maintain healthy vigorous growth at the rate recommended by the soils report; 30 (thirty) calendar days following beginning date of the Establishment Period.

22.15. Additional monthly feedings shall be required should the Establishment Period be prolonged.

22.16. The grass shall be edged whenever necessary. The lawn edges shall be maintained in a
neat condition until acceptance of the work.

22.17. The grass shall be mowed with a sharp mower before it exceeds 3" (three inches) in height. The grass will be cut to not less than 2" (two inches) and, during the Establishment Period, the grass will not be allowed to exceed 2 ½" (two and one-half inches) in height.

22.18. Any damage to planting areas shall be repaired immediately.

22.19. Contractor shall continue to pick up rocks that surface and are 1" (one inch) or greater in diameter.

22.20. Exterminate gophers and moles by trapping and repair damage by filing with topsoil and leveling. Re-seed sod damage done to lawn areas.

22.21. The Establishment Period shall be extended beyond the given specifications at no cost to the Boise Parks & Recreation department until all turf areas are established to a minimum 95% (ninety-five percent) germination rate for sod, and show proof of satisfactory growth characteristics, to the satisfaction of Boise Parks & Recreation department.

22.22. Contractor shall rake basin edge into tree saucer. Finished grade of saucer shall be smooth and match adjacent finished grade.

22.23. In order to carry out the project maintenance work, the Contractor shall maintain a sufficient number of workers and adequate equipment to perform the work herein specified from the time any planting is done until the end of the Plant Establishment Period or until the finish approval.

22.24. The Contractor may be relieved from the maintenance work required in these provisions when the project maintenance work has been satisfactorily complete, and the Plant Establishment Period is accepted in writing by the Boise Parks & Recreation department.

23. GUARANTEES

23.1. The Guarantee Period regarding seed or sod turf begins at the end/acceptance of the relative Plant Establishment Period and will continue for a 30 (thirty) day period.

24. CERTIFICATIONS

24.1. Written certifications required which are to be submitted to Boise Parks & Recreation department upon delivery to the job site include:

24.1.1. Quantity of commercial fertilizer used.

24.1.2. Quantity of soil amendments.

24.1.3. Quantity of iron sulfate

24.1.4. Quantity of soil sulfur.
25. EXTRAS

25.1. Any extras or revisions to the plans are to be approved in writing by the Boise Parks & Recreation department. Discussion with Contractor prior to any approvals shall determine which party is responsible for incurred costs.

26. INSPECTIONS

26.1. A written notice requesting an inspection should be submitted to the Boise Parks & Recreation Department at least 3 (three) days prior to the anticipated date. Prior to this inspection, the site must be thoroughly cleaned up and all excess material and debris removed. Inspections are required of the Contract by Boise Parks & Recreation Department at the following points of construction:

26.1.1. Upon completion of subgrade scarification and prior to topsoil placement.

26.1.2. Upon completion of soil preparation and finish grading, prior to planting, sodding or seeding.

26.1.3. Upon delivery of plant materials to site, prior to planting.

26.1.4. Upon completion of all construction, prior to beginning of any/all Establishment Periods.

26.1.5. Upon completion of any/all Establishment Periods; prior to the beginning of Guarantee Periods.

26.2. Should any of the required inspections fail to achieve Boise Parks & Recreation approval, Contractor shall incur cost to correct deficiencies to achieve approval. Contractor shall not proceed with next phase of work until inspection and approval is granted by Boise Parks & Recreation.

27. FINAL ACCEPTANCE

27.1. The Contractor shall participate in project inspection at the beginning of the Plant Establishment period. At that time a punch list shall be produced to determine any necessary adjustments to the project work. Upon acceptable completion of all work, inclusive of punch list items, the Contractor shall be granted Final Acceptance of project and Guarantee Period shall begin.

27.2. Upon completion of the Establishment Period, Boise Parks & Recreation Department shall inspect the project to ensure successful Plant Establishment. After any necessary replacement and/or repairs are installed/completed by the Contractor to the satisfaction of Boise Parks & Recreation Department, the final payment (retainage) shall be released.

27.3. Boise Parks & Recreation Department will not accept a project in portions. All work must be completed, included punch list items, prior to the end of the maintenance season, typically November 15th. If the project is not complete by November 15th, the Contractor shall be responsible for all maintenance until the site work is successfully completed and
accepted as a whole by Boise Parks & Recreation.

End of Section
28. **GENERAL 02920**

28.1. Unless otherwise specified, all existing trees to remain within and adjacent to the property shall be protected from construction impacts before any work on the site begins. Contact BPR representative to arrange an on-site meeting prior to construction activities to specify protection boundaries and limits of proposed staging areas. Retain, protect and water the trees to remain on the site using the following procedures:

28.2. Existing trees that are to remain shall be protected before any demolition/work to the site is started. Removal of any such protection shall require the approval of Boise Parks & Recreation.

28.3. Protection shall consist of a 6' high chain link fence to be placed within the specified area, a minimum of 10' outside of the drip line. (to be determined at a preliminary on-site review with applicant/representative). Stakes for fencing shall be galvanized steel post spaced no greater than 8' on center. Fencing shall be maintained in good condition and erect until project closeout.

28.4. Prior to erection of tree protection fencing a Boise City Licensed tree service shall conduct a root pruning procedure 12 "outside the tree preservation boundary.

28.5. Absolutely no equipment, vehicles, building materials, chemicals, stockpiles or other debris shall be placed inside these barriers. In addition, vehicular and equipment traffic and storage of materials shall be limited in areas immediately adjacent to the barrier.

28.6. All work that must occur inside the physical barriers shall require approval of Boise Parks & Recreation.

*Note: Contact a BPR representative for an inspection of physical barriers immediately after they have been installed. Failure to comply with tree protection standards will jeopardize tree health and result in further delays to the project.*

28.7. Temporary irrigation shall be provided to all trees during construction. This system shall provide adequate coverage and quantity of water during all phases of construction.

28.8. Before the applicant or Contractor leaves the site, all existing trees which have been damaged as a result of applicant/Contractor activities shall be repaired or replaced at the expense of said applicant or Contractor by a city licensed, insured tree service.

28.9. No changes in grade shall be made within the drip line of existing trees unless otherwise specified by Boise Parks & Recreation.
28.10. Payment bonding shall be required for the appraised value of all public trees to remain on the site. Bond shall terminate upon acceptance by Boise Parks & Recreation when the project has been completed. Values of individual public trees shall be determined by Boise Parks & Recreation staff through use of appropriate methods of tree appraisal as developed by the Council of Landscape Appraisers (and adopted by the International Society of Arboriculture 8th Edition or newer). Reimbursement shall be required for any existing healthy tree intentionally removed, accidentally damaged or destroyed during construction activities.

28.11. Total appraised value shall be reimbursed by the responsible party for any tree(s) destroyed or damaged to the extent where removal becomes necessary.

28.12. Trees damaged but not destroyed shall be reevaluated by Staff using the same formula. The difference in the value before and after damage occurred shall be reimbursed by the responsible party.

28.13. Reimbursement will take the form of a deposit from the project budget and/or an equivalent value of replacement public trees (species, size and location to be determined by Boise Parks & Recreation).

28.14. Existing trees to remain on the site shall be pruned and repaired as directed by Boise Parks & Recreation. No trees shall be “topped” or otherwise disfigured. A tree service licensed with Boise City must be “hired” to perform such work.

End of Section
29. GENERAL 02860

Scope

29.1. Furnish all labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to the installation of tennis court(s) in accordance with the attached and accompanying drawings.

29.2. Standards

29.2.1. The work hereunder shall be done in a thorough, workmanlike manner and conform to standards for tennis court construction as prescribed or approved by the U.S. Tennis Court Builders’ Association. Where names of specific products may be designated in these Specifications or in the details appearing on the drawings, the intent is to state the general type and quality of product desired without ruling out use of other products of equal type and quality that have been approved by Boise Parks & Recreation or his representative.

29.3. Layout of Work

29.3.1. The work shall be laid out to true lines and grades in full accord with the drawings. Surveying of line and grades shall be accomplished by the contractor from a base line and/or benchmark shown on the drawing. These reference points must be maintained for the duration of the contract or until such other time as their removal may be authorized by the Owner or his representative.

29.4. Color Finish Course Applicators

29.4.1. The application of the “color finish course” material shall be performed by qualified and skilled mechanics in a workmanlike manner in accordance with the manufacturer’s standard printed instructions. The manufacturer must submit a letter verifying the contractor is qualified as its authorized contractor.

29.5. Guarantee

29.5.1. The contractor shall guarantee the color finish system for a period of 3 (three) years against cracking, fading, excessive wear, blistering and spalling. All other aspects of this construction shall be guaranteed unconditionally for a period of 1 (one) year from the date of acceptance.

29.6. Alternatives

29.6.1. Refer to bid schedule for possible effect on work of this section.

29.7. Verification

29.7.1. The contractor shall verify the siting of these courts and other related work prior to proceeding with construction and shall report in writing to the Boise Parks & Recreation Department any condition imposing a conflict.
29.7.2. The contractor shall obtain verification and approval for the use of any materials for use as a part of this project prior to bidding that has not been specifically called out on the drawings or in these Specification

30. MATERIAL

30.1. Color Finish Material:

The color finish material for the surface shall be “Plexipave” as manufactured by:
A Division of California Products
150 Dascomb Road, Andover Massachusetts 01810 USA
Phone: 978-623-9980 / 800-225-1141 • Fax: 978-623-9960
www.plexipave.com • info@plexipave.com
or,
Laykold Advantage System:
ADVANCED POLYMER TECHNOLOGY
109 CONICA LANE, PO BOX 160
HARMONY, PA 16037
TEL (724) 452-1330 FAX (724) 452-1703
www.advpolytech.com
www.sti-sports.com
or,
World Class Athletic Surfaces
Phone: 800-748-9649
www.worldclasspaints.com
or,
Hellas - TPS 5000 Tennis System
or, an approved equal.

30.2. Playing Lines:

30.2.1. Paint with Hi-Hide Plexicolor, Laykold or equal line paint. The use of traffic oil, alkyd, or solvent vehicle type paints, is absolutely prohibited.

31. INSTALLATION

31.1. Color Finish Course

31.1.1. Final Surface Inspection: Prior to application of a color finish system the court surface shall be flooded with water and allowed to drain. Any depressions thereupon holding water deeper than 1/16” (one sixteenth inch) shall be patched and level in accordance with recommendation of the manufacturer of the color finish material specified hereinafter.

31.1.2. Plexipave Color System (Manufacturer’s Specifications)
31.1.2.1 Surface Preparation: Concrete must cure for a minimum of 28 days. Thoroughly remove all dirt, dust, mud, oil, and all foreign matter. Flood the surface, locate and mark all depressions greater than the thickness of a nickel.

31.1.2.2 Concrete Preparer – Concrete surface must be etched with Concrete Preparer solution. After drying, all latent material must be removed from the surface.

31.1.2.3 Depressions – After the surface has dried, fill marked depressions with Court Patch Binder according to specifications using the following mix:
- 100 lbs. 60-80 mesh silica sand (dry)
- 3 gallons Plexipave Court Patch Binder
- 1 or 2 gallons Portland Cement, Type 1 (20 lbs. min.)

**Tack Coat** – A tack coat is necessary under patches only and shall be mixed as follows: Plexipave Court Patch Binder diluted 1 part Court Patch Binder to 2 parts water and allowed to thoroughly dry prior to patching. After patching the surface shall not vary more than 1/8” in ten feet measured in any direction.

31.1.2.4 Primer Coat – Mix and apply California Ti-Coat epoxy primer according to Specification 10.17. Use only on uncoated surfaces. NOTE: Plexibond may be used as an alternate for priming concrete courts. Consult manufacturer before mixing.

31.1.2.5 Acrylic Filler Coat – A coat of Acrylic Resurfacer shall be applied within 1 to 3 hours of the application of Ti – Coat while still tacky to fingertip touch.
- Acrylic Resurfacer – 55 gallons
- Sand (60-80 mesh) – 600-900 lbs.
- Water – 20-40 gallons
- Liquid Yield = 112-138 gallons

31.1.3 PLEXIPAVE COLOR BASE AND PLEXICHROME

Plexipave Acrylic textured coats shall be applied on the clean, dry underlying surface in 3 applications to obtain a total quantity of not less than .15 nor more than .23 gallons per sq. yd. of area, based on the material prior to dilution. No application shall be covered by a succeeding application until thoroughly dried. Dilution with Plexichrome and water to obtain proper application consistency will be as follows:
- Plexipave Color Base – 30 gallons
- Plexichrome – 20 gallons
- Water – 20 gallons

(NOTE: Other mix ratios may be used after consulting the manufacturer.) The diluted material shall be homogeneous. Segregation before or during application will not be permitted. The finished surface shall have a uniform appearance and shall be free from ridges and tool marks.

31.1.4 PLAYING LINES

Four hours minimum after completion of the color coating, 2-inch wide, textured playing lines shall be accurately located, marked and painted with textured Plexicolor Line Paint as specified by the U.S. Tennis Association.
31.1.5 Limitations
No parts of the construction involving Plexipave System shall be conducted during rainfall or when rain is imminent. Do not apply when surface temperature is in excess of 140 1/2°F. The Plexipave System will not prevent surface or structural crack from reoccurring. Concrete shall have a wood float or medium broom finish. DO NOT PROVIDE STEEL – TROWEL FINISH. DO NOT ALLOW ANY CURING AGENTS OR HARDENERS TO BE USED. Concrete must cure for a minimum of 28 days. Thoroughly remove all dirt, dust, mud, oil, and all foreign matter. Flood the surface, locate and mark all depressions greater than the thickness of a nickel. Prior to applying this system, the net sleeves and fencing shall be installed and approved by the owner.

31.2. LAYKOLD ADVANTAGE SYSTEM

31.2.1. Prior to applying this system, the net sleeves and fencing shall be installed.

31.2.2.1 SURFACE PREPARATION

Existing surface shall be clean, free from all dirt, dust and foreign debris, and shall be dry. New asphalt and concrete should be allowed a 30-day curing period before applying any coatings. If Advantage LAYKOLD is to be applied over concrete, please refer to the LAYKOLD Epoxy or Acrylic Concrete Primer technical data sheets. Prior to application of any coatings, the entire area should be flooded with water and checked for depressions of 1/16” or greater. Depressions shall be leveled using LAYKOLD Deep Patch, or LAYKOLD CBM (depression filler mix). Refer to the individual technical data sheets for mixture and application details. Once patching is complete, 1-2 applications of LAYKOLD NuSURF, Acrylic Resurfacer or Asphalt Resurfacer, as specified, shall be applied to the surface. Refer to the individual technical data sheets for mixture and application details. Please note that resurfacer coats may NOT be necessary over previously coated surfaces that are in good condition.

31.2.2.2 INSTALLATION

When adding water, the Advantage LAYKOLD must then be mixed thoroughly until the material is consistent. The mixed product shall be applied to the surface using a soft, rubber squeegee. Two (2) applications of Advantage LAYKOLD, minimum, are necessary and should be pulled at 90° angles. The final coat should be pulled parallel to the net.

ADVANTAGE MIXTURE
30 gallons of Advantage LAYKOLD
15-20 gallons of clean water

COVERAGE
Coat coverage is approximately 0.06-0.07 gal/yd2 (0.41-0.47 kg/m2 - 130-150 ft2/gal) per application of undiluted material. Coverage may vary depending on pavement porosity and texture.

LIMITATIONS
Do not apply when surface temperature exceeds 130°F (54°C)
Do not apply when temperatures are below 50°F (10°C) or when rain is imminent.
Do not allow to freeze.
Do not over dilute with water.
Drying time of 2-4 hours depending on weather conditions.
Minimum 1 hour to recoat.
Store in a cool, dry environment.

WARRANTY
APT warrants its products to be free of manufacturing defects and to meet published physical properties when applied, cured, and tested in accordance with the ASTM and APT standards. This warranty is in lieu of all warranties expressed or implied including any warranty of merchantability or fitness for a particular purpose in connection with this product. Neither seller nor supplier shall be liable for any loss or damage either direct, incidental or consequential regardless of legal theory asserted, including negligence, merchantability and /or strict liability. Seller's and supplier's obligation shall be to replace such quantity of product proven to be defective. Before using, user shall determine suitability of product for the intended use and user assumes all risk in connection there with.

32. GENERAL

32.1. Upon completion, the contractor shall remove all containers surplus materials and debris and leave the site in a clean and orderly condition acceptable to the Owner. Gates shall be secured.

33. LIMITATIONS

33.1. See above per Manufacturer’s Specifications.

34. COLOR SCHEME

34.1. The courts shall be provided with a “two color scheme”. The “in-bounds” court color shall be blue. The “out-of-bounds” color shall be a lighter shade of green. Lines shall be painted white.

35. PLAYING LINES

35.1. Dimensions – Base line shall be not more than 4 inches wide and playing lines not more than 2 inches wide. Accurately located and marked in accordance with rules of the U.S. Lawn Tennis Association.

35.2. The painting shall be done by skilled mechanics in workmanlike manner in accordance with the manufacturers’ standard printed instructions. Lines shall be tape masked and brush applied to provide “sharp” line edges or as approved.

36. COMPLETION

36.1. Cleaning – Upon completion, the contractor shall remove all containers, surplus materials and debris and leave the site in a clean and orderly condition acceptable to the Owner. Gates shall be secured.

36.2. Maintenance – Provide the Owner with a complete and type-written set of maintenance and repair procedures. Guarantee begins at project acceptance.
37. **NET AND NET POST EQUIPMENT**

37.1. **Post Foundations**

37.1.1. As indicated on drawings

37.2. **Net Posts and Sleeves**

37.2.1. Net posts shall be aluminum. They shall be installed in sleeves. Tennis post ground sleeves shall be aluminum. The net post shall project no more than 1” above the top of the net cord. Minimum yield strength is 1,100 lbs., with a minimum of 1,500 lbs. tensile strength. Mechanical tensioning devices (worm gear, ratchet reel, or screw type) are to be limited in the amount of force applied to the net post, not to exceed ½ post yield strength.

37.3. **Center Strap Anchor**

37.3.1. The ground anchor shall be made from a strong, non-corrosive metal pipe not less than 10” in length, 1 5/8” OD minimum.

37.3.2. Center a non-corrosive ¼” OD pin through the pipe ¼” to 3/8” below the opening for the purposes of attaching a center strap hook.

37.3.3. A center strap anchor shall be set in concrete footings as indicated on drawings. The cross pin in the ground anchor shall be flush with the court and parallel to the net.

37.4. **Net**

37.4.1. Install regulation doubles net per manufacturer’s recommendation.

**End of Section**
38. **GENERAL 03300**

38.1. Related standards regarding this work shall be adhered to in part or whole as applicable to the work specified in this contract; whereas they are not superseded by the following specifications:

38.1.1. The Idaho Standards for Public Works Construction (ISPWC).

38.1.2. Related work in other sections of these specifications:

38.1.3. Concrete form work

38.1.4. Concrete reinforcements

38.1.5. Contractor shall submit mix design to Boise Parks & Recreation for review and approval 24 hours prior to first pour being made on site.

39. **MATERIALS**

39.1. Cement shall be standard brand Portland Cement ASTM

39.1.1. C150, Type I or II, at Contractor's option. All cement to be of same brand with no interchanging of types allowed.

39.1.2. Concrete bonding agent shall be Grace Daraweld, Larson Products, Weldcrete, Sonneborn Sonobond.

39.1.3. Water shall be fresh, clean and free from deleterious amounts of acids, alkalis, or organic material.

39.1.4. Aggregates shall be ASTM C33. Fine and coarse aggregates shall be regarded as separate, ingredients. Each size of coarse aggregate as well as combination of sizes when two or more are used shall conform to grading requirements or appropriate ASTM specifications. Maximum size of aggregate shall be 7/8" (seven-eighth inch).

39.1.5. Other ingredients shall conform to UBC.

39.2. Special Materials:

   **Fiber reinforcement**: Synthetic Industries Fibermesh or approved equal. Application rate per manufacturer’s recommendations.

39.3. Joint filler shall be "Homex" 300 by Homasote.

39.4. Slabs and curbs, curing compound: Hillyard Chemical Company Cem-Seal, or approved Latex compound with a fugitive die.
40. INSTALLATION

40.1. Concrete Quality

40.1.1. Concrete Mix

40.1.1.1. Proportion of ingredients shall produce proper placability, durability, strength, finish and required properties; shall produce a mixture which will work readily into corners, angles of forms around reinforcement by methods of placing and consolidation as specified, but without permitting materials to segregate or excessive free water to collect on surface.

40.1.1.2. The determination of other concrete mix shall be in accordance with either method 1 or 2 of U.B.C. In no case shall cement contents be less than those specified herein. Any necessary changes in concrete mixtures to meet requirements specified for finish, strength, proportions, consistency shall be made as directed without change in Contract price and to satisfaction of Boise Parks & Recreation Representative.

40.2. Compressive Strength

40.2.1. All concrete work shall be at least 4000 psi at 28 days, unless otherwise stated on plans and/or details.

40.3. Standard Test

40.3.1. Boise Parks & Recreation or designated testing laboratory, shall regularly during each day's pour, check the consistency of the concrete by means of a slump test and air entrainment test. Slump test shall be made in accordance with the "Method of Test for the Slump of Portland Cement Concrete", ASTM Designation C-143.

40.4. Compression Test

40.4.1. A set of at least 3 (three) standard 6" (six inches) cylinders shall be made and tested for every 100 (one hundred) yards of concrete placed. These cylinders should be cured under laboratory conditions except that additional test cylinders cured entirely under fixed conditions may be required by Boise Parks & Recreation to check the adequacy of curing and protection of the concrete. All specimens shall be taken by Boise Parks & Recreation, air and slump tests shall also be made each time that a test cylinder is made. Test cylinders shall be made and laboratory-cured in accordance with the standard method of making and curing concrete compression specimens in the field (AASHTO T-22 and T-23). Cylinders will be tested by an approved testing laboratory, as approved by Boise Parks & Recreation and all charges made for testing cylinders will be paid for by Boise Parks & Recreation.

40.4.2. Of each of the 3 (three) cylinders taken for a pour, one shall be tested for strength at 7 (seven) days and 2 (two) tested for strength at 28 (twenty-eight) days. To conform to the requirements of this specification, the average of any five consecutive strength tests of the laboratory-cured cylinders representing each class of concrete shall be equal to or greater than the specified strength, and not more than 10% (ten percent) of the strength
tests shall have values less than 90% (ninety percent) of the specified strength. A test shall consist of two cylinders broken at 28 (twenty-eight) days.

40.4.3. When it appears that the laboratory-cured specimens will fail to conform to the requirements for strength, Boise Parks & Recreation shall have the right to reject the concrete, change the mix proportions, or both, at the expense of the Contractor. The strengths of any specimens cured on the job are intended to indicate the adequacy of protection and curing of the concrete and may be used to determine when the forms may be stripped, shoring removed, or the structure placed in service. When the strength of the job-cured specimens are below those of the laboratory-cured specimens, the Contractor will be required to improve the procedures for protection and curing the concrete.

40.4.4. In addition, when concrete fails to conform to the requirements above or when tests of field-cured cylinders indicate deficiencies in protection and curing, Boise Parks & Recreation may order tests on the hardened concrete as described in Section 17.3 of ACI 301-72 or order load tests as outlined in Chapter 20 of the ACI Building Code (ACE 318-71) for that portion of the structure where the questionable concrete has been placed. No compensation will be allowed for load tests or coring; these costs will be the responsibility of the Contractor. In the event the load or core tests indicate that the structure is unsatisfactory, the Contractor shall, at his own expense, make such modifications as required by the Owner to make the structure sound.

40.5. Slump Test

40.5.1. Boise Parks & Recreation shall regularly during each day's pour check the consistency of the concrete by means of a slump test. Slump test shall be made in accordance with AASHTO T-119/ASTM C-143 "Slump of Portland Cement Concrete". Slump shall not exceed 4".

40.6. Air Content Test

40.6.1. Boise Parks & Recreation shall regularly during each day's pour check the air content by either the "Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method" (ASTM C-231) or "Method of Test for Air Content of Freshly Mixed Concrete by the Volumetric Method" (AASHTO T-196). An air content test shall also be made by the Owner each time a compression test cylinder is made. Air content shall not exceed 5%.

40.7. Substitutes/Additions

40.7.1. Unless approved otherwise, use of substitutes and other admixtures not permitted.

40.8. Slab Tolerances

40.8.1. General: Deviation of finished surfaces from a true plane shall not exceed 1/8" (one-eighth inch) in 10' (ten feet) as measured by use of a 10-foot steel straight-edge. Disapproved areas will be removed and re-poured in accordance with these specifications. Where drains occur, take care in finishing surfaces adjacent to drains to assure that surface area will slope toward drain and water will flow into drain.
being impounded by surface depressions. Slopes to drain shall be evenly graded at 1/4" (one-fourth inch) per foot unless otherwise shown. Contractor shall verify elevation of drains before pouring slabs and shall notify Owner's Representative. Surface which fails to drain completely will be considered defective work.

40.9. Cooperation

40.9.1. It is the Concrete Contractor's responsibility to check on embedded items and/or openings in concrete for all trades. Schedule of work; notify other trades in ample time so that provisions for work can be made without delaying progress of project. Any patching, cutting made necessary by failure or delay in complying with this requirement shall be at the Concrete Contractor's expense. Whenever concrete bases or foundations are to be provided for equipment by other trades, verify dimensions 24 hours prior to any major concrete placement.

40.10. Workmanship

40.10.1. Workmanship shall be done in a thorough manner, produce first class work in all respects. Provide uniform dense concrete of required strengths with uniform color. Where concrete is to be exposed, correct all imperfections of material and workmanship to provide finished appearance specified. Place concrete to maintain established alignment grade, dimensions for members of structures as shown. Meet established requirements within the following tolerances:

40.10.2. Variation in cross-sectional dimensions in thickness:

40.10.2.1. For slabs and other member 6" (six inches) or less in thickness. Minus 1/8" (one-eighth inch), plus 1/4" (one-fourth inch); for all other members, plus or minus 1/4" (one-fourth inch).

40.10.3. Supply ready-mixed concrete; job mixed concrete not permitted. Mix, transport concrete in accordance with ASTM C94. Use of concrete which has partially hardened, been remixed or re-tempered is not permitted. Measurement of all materials shall be by weight. Transport concrete in truck and place concrete not later than one hour after addition of water. After leaving plant; do not add water into truck agitators.

40.11. Weather Conditions:

40.11.1. Protection: Unless adequate protection is provided, place no concrete during rain, sleet or snow; allowing rain water to increase missing water or damage surface finish of concrete will not be permitted.

40.11.2. No concrete shall be placed on frozen ground. Reinforcement forms ground which concrete will contact, shall be free from frost. When temperature falls below 40 degrees F., or when conditions indicate that temperature will fall below 40 degrees F., within 72 hours, place no concrete unless otherwise approved. After placing, keep concrete at a temperature of at least 50 degrees F. for not less than 5 days.

40.11.3. Concrete deposited in hot weather shall have placing temperature which will not cause difficulty from loss of slump. Make arrangements for installation of windbreaks, shading, fog spraying, sprinkling, ponding, or wet covering of a light color in
of placement, and such protective measures shall be taken as quickly as concrete hardening, finishing operations will allow.

40.12. Concrete Placing

40.12.1. General: Conform to ACI 301, Chapter 8, as supplement or modified herein.

40.12.2. Place concrete only after all preparation for placing has been made by Contractor and Boise Parks & Recreation’s representative's approval of completed installation of forms specified and reinforcement. Except for plywood forms specified to be treated with a sealer, wet down wooden forms immediately before placing concrete. Remove ice, water in footing trenches before concrete is deposited. Hardened concrete and foreign material shall be removed from conveying equipment at end of each operation.

40.12.3. Extent of pours: Rate of concrete placement shall not exceed rate at which the various placing and finishing operations can be performed in accordance with these Specifications.

40.12.4. Consolidate concrete by thoroughly compacting. Use suitable hand tools along form faces during concrete pour to force large particles away and bring the mortar to form surfaces. Responsibility for providing fully filled out, smooth, clean, properly aligned surfaces free from objectionable pockets and blemishes rests entirely on the Contractor. Mix each pour until water shows indication of rising but stop before water actually rises. For curbs and gutters-spade, tap concrete thoroughly into forms to provide a dense, compact concrete free of rock pockets.

40.12.5. Concrete bond: Where patching or joining new concrete with hardened concrete, coat hardened surfaces with concrete bonding agent. Mix, apply material in accordance with manufacturer's directions.

40.13. Joints and Stoppages:

40.13.1. Arrangements of construction joints shall be such that placing of concrete between construction joints shall be completed in a continuous operation. Joints shall be constructed and located only as indicated. Other construction joints, if necessary and not specified herein, shall be placed only at locations approved. Continue reinforcing steel across joints.

40.14. Repair of Surface Defects:

40.14.1. After removal of forms, any concrete not formed as indicated or which is out of alignment or level beyond required tolerances or which shows a defective surface which cannot be repaired or patched properly, shall be removed at Contractor's expense, as directed by Boise Parks & Recreation’s Representative. Also, remove and replace at Contractor's expense, curbs found with unsightly bulges, ridges or other defects.

40.14.2. Voids, cracks, gravel pockets: Correct all defects in concrete work. Chip voids to depth of at least 1” (one inch) with edges perpendicular to surface and parallel to form markings. Fill voids, surface irregularities, other similar defects by patching, rubbing, as directed by Boise Parks & Recreation's Representative; perform work at Contractors expense. Repair concrete surfaces to match appearance of unpatched work.
40.15. Finishing Formed Surfaces:

40.15.1. General and patched concrete surfaces shall have fins removed; form ties, gravel pockets patched as specified above.

40.16. Interior Slab Finishes:

40.16.1. After concrete has been thoroughly compacted, leveled and floated, finish to smooth surface with steel trowel. Brush surface with fiber hair brush or an approved type in an approved direction.

40.17. Protection, Curing and Cleaning:

40.17.1. Protect concrete from injurious action of weather, from defacement of any nature during construction operations, in such a way as to not move heavy equipment on finished concrete until it has reached its designed strength.

40.17.2. Curing period: Keep concrete work moist, protected against rapid drying for not less than 5 (five) days. Cure concrete for longer periods if Owner's Representative so directs.

40.17.3. Contractor shall designate one area on site for wash out of concrete trucks. All debris, concrete and contaminated soil shall be removed and disposed of as per local code. Contractor is responsible for all repairs including import of Boise Parks & Recreation Department-approved topsoil and sod if necessary.

End of Section
41. **GENERAL REQUIREMENTS** Post Tension Concrete

**Scope**

41.1. The contract work to be performed under this specification consists of furnishing all of the required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the construction of post tension concrete work in accordance with the specifications and drawings.

41.2. **Standards**

41.2.1. The work shall be done in a thorough, workmanlike manner by contractors of the American Sports Builders Association, and shall conform to their standards for tennis court construction. Contractor shall have an ASBA Certified Tennis Court Builder on staff. Proof of certification shall be required of successful bidder.

41.2.2. Contractor referenced for five similar successfully executed projects will be required. Contractor(s) will provide proof of insurance and a 5% bid bond. A 100% performance and payment bond will be required of the successful bidder.

41.2.3. Foreman Qualification: Persons with at least 3 years field experience in a foreman’s capacity on projects of similar or larger scope and complexity.

41.3. **Guarantee**

41.3.1. The contractor shall guarantee the work against defective materials or faulty workmanship for a period of one (1) year and that the colored surface will not wear through for a period of two (2) years from date of completion.

42. **SITE PREPARATION**

42.1. **Materials**

42.1.1. **Fine Grade Material**

42.1.1.1. Fine grade base material shall be an approved compactable, free draining base material capable of a consistent, uniform plane.

42.2. **Execution**

42.2.1. Slope and Elevation requirement 2.0

42.3. **Subgrade**

42.3.1. The area will be graded to the required depth to accommodate the base and concrete thickness and provide and uniform one percent (1%) slope at plus or minus one tenth of a foot (+.1”) in one plane. All fills will be placed in four-inch (4”) layers and will be compacted to ninety-five percent (95%) standard density at
optimum moisture. The contractor will alert the owner of any “soft spots” or structures that could affect the stability of the slab.

42.3.2. The site preparation will be done so as to provide positive drainage away from the play courts.

42.4. Fine Grade

42.4.1. The base material shall be placed with automatic laser-regulated equipment capable of providing a true plane to plus or minus one-quarter inch (±1.4”). The depth of the fine grade base material shall be sufficient to develop one-quarter inch (1.4") accuracy.

43. COURT PAVING

43.1. Slope and Elevation Requirements

43.1.1. All excavating, filling and grading requirements and compacting work of the subbase shall be performed so that the finished subgrade is 4”-6” above the surrounding ground and slopes not less than 0.83% (1:120) and not more than 0.1% (1:100). Each court must slope in a true plane per drawings.

44. DESCRIPTION OF WORK

44.1. The contract work to be performed under this section consists of furnishing all required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the construction of a five inch (5” thick post tensioned concrete slab).

45. MATERIALS

45.1. Tensioning Cables and Anchors

45.1.1. The tensioning strands shall consist of one-half inch (1.2”) diameter, 7-wire, stress relieved strands, having a guaranteed ultimate tensile strength of 270,000 PSI (270 Kips). Strands shall conform to ASTM-416. Cables shall be fabricated to proper length for each slab, coated with permanent rust preventative lubricant and encased in slip-age sheathing shall be repaired with tape prior to concrete placement. A maximum of six inches (6”) exposed strands is permitted at the dead-end anchor.

45.2. Concrete Compressive Strength

45.2.1. The concrete shall have a compressive strength of not less than 4,000 PSI after twenty-eight (28) days. Ready-mixed concrete shall be mixed with fiber mesh and delivered according to ASTM C-94 specifications for ready-mixed concrete with fiber mesh with a four-inch (4") maximum slump. Mix design as follows: cement – type 1, six sack unit weight – 140.3 lbs. Per cubic foot, air entrainment – 6.0% water/cement ration – 0.52/1.
46. EXECUTION

46.1. Forming

46.1.1. Forms shall be accurately set to the lines and to plus or minus one-quarter inch (1/4”) of finished grades indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.

46.2. Concrete Construction

46.2.1. Air Entrainment.

46.2.1.1. Air entrainment by total volume shall be: 4 to 6% for 1 ½” maximum size course aggregate, 5 to 7% for ¾” or 1” maximum size course aggregate, 6 ½ to 8 ½% for 3/8” or ½” maximum size course aggregate.

46.3. Aggregate

46.3.1. Aggregate shall conform to Standard Specifications for concrete Aggregates ASTM C 33. For concrete work that is 5” thick, the nominal size of the course aggregate shall not be greater than 1”. Fly ash or other additives are not acceptable.

46.4. Thickness of Concrete

46.4.1. Concrete work should be 5” thick if the location of the tennis court is such that it will be subject to more than three freeze/thaw cycles annually.

46.5. Forms

46.5.1. All cables shall be supported on chairs and loosely tied two inches (2”) high at all intersections (too tightly tied, tendon friction will increase when tensioning) to prevent vertical and horizontal movement during concrete placement. Strands shall be placed as engineered. See drawing details for cable spacing.

46.5.2. The perimeter beam cross section is 12’x12’. The cables are anchored approximately 4” down from the surface of the slab. Two #4 rebar continuous lies longitudinally around the court beam directly inside the cable anchor on top of the cables. Overlapping should be a minimum of 30 diameters.

46.5.3. After the forms are removed and the concrete has set to a minimum of 1,700 PSI, the “half stress” tensioning procedure may begin. Approximately one (1) week later, each tendon may be tensioned to a maximum of eighty percent (80%) ultimate breaking strength, and anchored a minimum of seventy percent (70%) ultimate breaking strength.
The cable ends shall be cut off and cone holes grouted flush with edge of slab. Grout shall be non-shrink grout.

### 46.6. Placing and Finishing

46.6.1. Concrete shall be placed by pumping method. At least a full court shall be placed in one continuous operation without intervening joints of any kind. Concrete shall be spread, consolidated, screened, bull-floated and finished in accordance with Section 7.2 of ACI (American Concrete Institute) Standard 302, Recommended Practice for Concrete Floor and Slab Construction. When concrete is sufficiently set to withstand foot pressure with only about ¼” indentation and the water sheen has left the surface, the slab shall be uniformly finished by power floating and troweling. The final finish texture shall be a medium broom finish unless otherwise specified by the surface manufacturer. No curing compounds shall be used at any time.

### 46.7. Curing

46.7.1. Immediately after finishing, the concrete shall be kept continuously moist for 7 days by covering with polyethylene film or waterproof curing paper, or by sprinkling or ponding or other acceptable coverings. No curing compounds shall be used at any time. Curing time shall be in accordance with surfacing system manufacturer’s recommendations. Timing is critical on all of the above due to the possibility of disturbing the finished surface. Contractor may submit an alternative method for curing for approval.

**End of Section**
GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO ALL CITY AND OTHER GOVERNING AGENCY'S REGULATIONS.
2. CONTRACTOR TO COMPLY WITH ALL CITY AND FEDERAL PERMIT REQUIREMENTS. CONTRACTOR TO PROVIDE MONITORING AND REPORTING PER EPA AND ESC PERMIT REQUIREMENTS.
3. CONTRACTOR TO INSTALL BMPs AND REVIEW WITH BOISE CITY INSPECTOR PRIOR TO EARTH DISTURBING ACTIVITIES.
4. SPECIFICATIONS TAKE PREDOMINANCE OVER DRAWINGS AND DETAILS SHOULD BE ADHERED TO IN ALL CONSTRUCTION.
5. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES PRIOR TO ANY DIGGING. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR DAMAGES CAUSED BY FAILURE TO DO SO.
6. IF THERE ARE ANY DISCREPANCIES BETWEEN THE ACTUAL ON-SITE CONDITIONS AND THESE PLANS, THE CONTRACTOR IS TO NOTIFY BOISE PARKS AND RECREATION DEPT. PRIOR TO BEGINNING OF CONSTRUCTION.
7. PRIOR TO INSTALLATION OF CONCRETE AND OR OTHER LANDSCAPE MATERIALS, ALL PAVING BASES AND MATERIALS ARE TO BE REVIEWED AND APPROVED BY BOISE PARKS AND RECREATION DEPT.
8. NOTIFY CITY PARKS 24 HRS PRIOR TO ANY WORK ON IRRIGATION SYSTEMS. MAINLINE CONSTRUCTION SHALL NOT TAKE PLACE ON A FRIDAY. MAINLINE SHALL NOT BE SHUT-OFF MORE THAN 24 HRS.
9. CONTRACTOR RESPONSIBLE TO ADJUST ALL IRRIGATION THAT EFFECTS WORK.
10. CONTRACTOR SHALL REPAIR AND REPLACE ALL DAMAGED IRRIGATION, SOD, AND TREES ASSOCIATED WITH THE CONSTRUCTION OF THIS PROJECT IN ACCORDANCE WITH SPECIFICATIONS.
11. FINISH GRADE TO SPECIFICATIONS AND REPLACE DAMAGED TURF AND IRRIGATION TO MATCH EXISTING.
12. ALL EXCAVATED/DEMOLISHED MATERIALS TO BE REMOVED FROM SITE MUST BE DISPOSED OF IN A CITY APPROVED DISPOSAL FACILITY.
13. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL RAIN OR COLD WEATHER PROTECTION OF THE BASE MATERIAL AND CONCRETE.
14. CONTRACTOR TO PROVIDE ALL SURVEYING.
15. CONTRACTOR TO PROVIDE ALL SURVEYING.
16. CONTRACTOR IS RESPONSIBLE TO RESTRICT PUBLIC ACCESS TO THE CONSTRUCTION AREA.
17. BOISE PARKS TO PAY FOR TESTING SERVICES.
DEMOLITION NOTES:

1. EXISTING PARKING LOT:
   - PROTECT IN PLACE EXISTING ASPHALT AND CONCRETE.
   - CONTRACTOR CAN STAGE IN THIS AREA.
   - SWEEP PARKING LOT DAILY OF TRACKING.

2. EXISTING ASPHALT TENNIS COURTS:
   - COMPLETELY REMOVE THE 10’ HIGH FENCE, ALL GATES, ALL ASPHALT NECESSARY FOR THE NEW FACILITIES AND FENCE POST FOOTINGS.
   - COMPLETELY REMOVE THE EXISTING NET POSTS, FOOTINGS, ASPHALT AND CONCRETE NECESSARY FOR THE NEW FACILITIES.

3. REMOVE EXISTING TREES COMPLETELY.

4. PROTECT IN PLACE EXISTING TREE.

5. REMOVE LANDSCAPING, IRRIGATION AND EXISTING CONCRETE AS REQUIRED FOR THE PICKLEBALL COURT DEVELOPMENT.

6. LIMITS OF WORK: PROVIDE AND INSTALL CONSTRUCTION FENCING TO RESTRICT PUBLIC FROM THE CONSTRUCTION AREA. LOCATION SHOWN IS FOR REFERENCE ONLY. CONTRACTOR TO INSTALL AS REQUIRED FOR PUBLIC AND SITE PROTECTION.

7. REMOVE EXISTING BENCH AND RETURN TO THE OWNER. (TYP OF 3)

8. REMOVE EXISTING TRASH RECEPTACLE AND RETURN TO THE OWNER.

9. DEMO EXISTING ADA PARKING STALLS, RAMP AND SIGNS.

NOTE:
- MOVE ANY PARK TABLES WITHIN THE WORK LIMITS TO THE OUTSIDE OF THE WORK AREA.
- INSTALL ALL BMPs AND HAVE THE SITE INSPECTED AND APPROVED BY BOISE CITY EROSION AND SEDIMENT CONTROL STAFF PRIOR TO ANY EARTH DISTURBING ACTIVITIES.

EROSION AND SEDIMENT CONTROL NOTES:

10. CONSTRUCTION ENTRANCE: PROVIDE AND INSTALL A STABILIZED CONSTRUCTION ENTRANCE PER IDEQ BMP 5.

11. PROVIDE AND INSTALL A PORTABLE CONCRETE WASHOUT PER IDEQ BMP 13.

12. PROTECT DRAIN INLET PER IDEQ BMP 31.

NOTE:
- ALL BMPS TO COMPLY WITH BOISE CITY EROSION AND SEDIMENT CONTROL PERMIT. ALL BMPS TO BE IN PLACE, INSPECTED AND APPROVED BY THE ESC INSPECTOR PRIOR TO ANY EARTH DISTURBING ACTIVITIES.
- SWEEP PARKING LOT OF TRACK OUT AS NEEDED.
CONSTRUCTION SHEET

CONSTRUCTION NOTES

1. POST-TENSION SLAB

2. INSTALL TENNIS COURT SLAB UNLESS APPROVED PER DETAIL 2 SHEET 7.

3. INSTALL TENNIS COURT SLAB UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTSIDE EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

4. INSTALL SHELTER PER MANUFACTURER'S RECOMMENDATIONS. INSTALL IN A BOXED AREA. INSTALL inplace TO EFFECTIVE BASE TRUES. INSTALL IN THE FOLLOWING ORDER: BASE TRUES, SHEETING, POST-TENSION SLAB, BASE TRUES.


6. INSTALL DOUBLE CEMENT MIXED WITH 10% WATER. INSTALL IN THE FOLLOWING ORDER: BASE TRUES, SHEETING, BASE TRUES, POST-TENSION SLAB, BASE TRUES.

7. INSTALL DOUBLE CEMENT MIXED WITH 10% WATER. INSTALL IN THE FOLLOWING ORDER: BASE TRUES, SHEETING, BASE TRUES, POST-TENSION SLAB, BASE TRUES.

8. INSTALL CORRUGATED METAL SHEETING. INSTALL IN THE FOLLOWING ORDER: BASE TRUES, SHEETING, BASE TRUES, POST-TENSION SLAB, BASE TRUES.

9. INSTALL ANY OTHER MATERIALS PER MANUFACTURER'S RECOMMENDATIONS. INSTALL IN THE FOLLOWING ORDER: BASE TRUES, SHEETING, BASE TRUES, POST-TENSION SLAB, BASE TRUES.

10. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7.

11. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

12. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

13. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

14. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

15. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

16. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

17. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

18. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

19. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

20. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

21. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

22. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

23. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

24. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

25. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

26. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

27. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

28. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

29. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

30. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

31. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

32. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

33. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

34. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

35. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

36. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.

37. INSTALL CONCRETE UNLESS APPROVED PER DETAIL 2 SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURT. COURT SLOPE NOT TO EXCEED 5%.
CONSTRUCTION NOTES:

1. TENNIS NET CENTER STRAP PER DETAIL, A SHEET 7.
2. CONSTRUCT TENNIS COURT SLAB AND CABLE ANCHORING PER DETAIL, B SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURTS. COURT SLOPE NOT TO EXCEED 8.3%.
3. INSTALL 7' TALL FENCE ALONG THE ENTIRE PERIMETER OF THE TENNIS COURTS PER DETAIL, B SHEET 7 AND A SHADING DETAIL. FENCE TO BE BLACK POLY (VINYL COLOR) PVC FUSED AND ADHERED COATED STEEL CHAIN LINK FENCE. COLORBOND VINYL BONDED OVER GALVANIZED CHAIN LINK FENCE POSTS. RAILS AND FENCES FITTINGS. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL.
4. PROVIDE AND INSTALL POST-TENSION CABLES PER DETAILS. SPECIFICATIONS AND ENGINEERS DETAILS.
5. PAINT COURT SURFACES PER SPECIFICATIONS. COURT LINES TO BE WHITE. INBOUNDS COLOR TO BE BLUE. "OUT OF BOUNDS COLOR TO BE LIGHT GREEN. LAYOUT PER DETAIL A SHEET 7. PAINT A PROBLEMBALL COURT PERPENDICULAR TO EACH TENNIS COURT. COORDINATE LAYOUT WITH OWNERS REPRESENTATIVE USE A NUTTED COLOR TO NOT AFFECT TENNIS PLAY. SUBMIT COLOR SAMPLES FOR APPROVAL.
6. PROVIDE AND INSTALL GATES PER DETAIL B SHEET 8.
7. PROVIDE AND INSTALL BENCHES PER DETAIL B SHEET 8.
8. PROVIDE AND INSTALL BENCHES PER DETAIL B SHEET 8.
9. INSTALL DRINKER PROVIDED RULE SIGNS ONTO NEW FENCING.
10. CONTRACTOR TO PROVIDE CONSTRUCTION FENCING AROUND THE SITE. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL. SLEEVE POSTS LOCATED WITHIN THE CENTER OF THE POST-TENSION SLAB.
11. CONSTRUCT SIDEWALKS PER DETAIL, B SHEET 7. CONC COURTS 6' OC. RUNNING SLOPE TO NOT EXCEED 8.3% OR BE INCORPORATED INTO THE POST-TENSION SLAB. SIDEWALK TO BE BLACK POLY (VINYL COLOR) PVC FUSED AND ADHERED COATED STEEL CHAIN LINK FENCE. COLORBOND VINYL BONDED OVER GALVANIZED CHAIN LINK FENCE POSTS. RAILS AND FENCES FITTINGS. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL. SLEEVE POSTS LOCATED WITHIN THE CENTER OF THE POST-TENSION SLAB.
12. CONSTRUCT SIDEWALKS PER DETAIL, B SHEET 7. CONC COURTS 6' OC. RUNNING SLOPE TO NOT EXCEED 8.3% OR BE INCORPORATED INTO THE POST-TENSION SLAB. SIDEWALK TO BE BLACK POLY (VINYL COLOR) PVC FUSED AND ADHERED COATED STEEL CHAIN LINK FENCE. COLORBOND VINYL BONDED OVER GALVANIZED CHAIN LINK FENCE POSTS. RAILS AND FENCES FITTINGS. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL. SLEEVE POSTS LOCATED WITHIN THE CENTER OF THE POST-TENSION SLAB.
13. SHEET 5 - STRIPS AND SIGN VAN ACCESSIBLE PARKING STALL PER DETAIL, DIG. SHEET 8.
14. SHEET 5 - INSTALL X' Y' YELLOW TRUNCATED DOMES KORDOS WIDTH OF ACCESSIBLE ROUTE PER DETAIL G SHEET 8.
15. SHEET 5 - CONCRETE ACCESSIBLE RAMP WITH 6" CONCRETE CURBS.
16. PROVIDE AND INSTALL MOA. DRINKING FOUNTAIN: MODEL #1014S-5W WITH ATTACHED PET FOUNTAIN, PER MANUFACTURERS RECOMMENDATIONS. INSTALL PER DETAIL T SHEET 7. COLOR TO BE MATCH LINE SHEET 4.
17. PROVIDE AND INSTALL 11" U-SHAPED BICYCLE RACKS PER DETAIL H SHEET 8.
18. PROVIDE AND INSTALL (3) TRASH RECEPTACLES PER DETAIL C SHEET 8.
20. PROVIDE AND INSTALL (2) TRASH RECEPTACLES PER DETAIL C, SHEET 8.
22. PROVIDE AND INSTALL (3) PRIMARY WATER ENTRANCE PER DETAIL "D" SHEET 8. INSTALL CONCRETE FLOORING PER MANUFACTURERS RECOMMENDATIONS. PROVIDE AND INSTALL SOLAR POWERED LIGHT OPTION CSFPL-8.
23. PROVIDE AND INSTALL (2) TRASH RECEPTACLES PER DETAIL C, SHEET 8.
24. PROVIDE AND INSTALL (3) U-SHAPED BIKE RACKS PER DETAIL H, SHEET 8.
25. PROVIDE AND INSTALL PRIMARY WATER ENTRANCE PER DETAIL "D" SHEET 8. INSTALL CONCRETE FLOORING PER MANUFACTURERS RECOMMENDATIONS. PROVIDE AND INSTALL SOLAR POWERED LIGHT OPTION CSFPL-8.
26. PROVIDE AND INSTALL (2) TRASH RECEPTACLES PER DETAIL C, SHEET 8.
27. PROVIDE AND INSTALL (3) U-SHAPED BIKE RACKS PER DETAIL H, SHEET 8.
28. PROVIDE AND INSTALL PRIMARY WATER ENTRANCE PER DETAIL "D" SHEET 8. INSTALL CONCRETE FLOORING PER MANUFACTURERS RECOMMENDATIONS. PROVIDE AND INSTALL SOLAR POWERED LIGHT OPTION CSFPL-8.
HOBBLE CREEK PARK

PLANT LEGEND

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Botanical Name</th>
<th>Name</th>
<th>Size</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gleditsia triacanthos var. inermis</td>
<td>Honey Locust &quot;Shademaster&quot;</td>
<td>2.2' Cal.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Platanus x acerifolia &quot;Bloodgood&quot;</td>
<td>Bloodgood London Planetree</td>
<td>2.2' Cal.</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. Sod to be placed in full 1'12" widths.
2. Install a minimum of 5' of sod around the edge of the new concrete, or a larger area if required to repair damaged sod and slope requirements.
3. Cut existing sod with a sod cutter prior to removal.

EQUIPMENT LEGEND

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Manufacturer/Model #</th>
<th>Size</th>
<th>Detail</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PVC Non-Pressure Lateral Line</td>
<td>per specifications</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Instal (2) additional 14 Ga. Pilot wires to each valve location</td>
<td>-</td>
<td>-</td>
<td>1</td>
</tr>
</tbody>
</table>

Notes:
1. Splices to be made in irrigation boxes.
2. No lateral to be smaller than 1". 2", 3", 4" and 6" pipe to be Class 200. Smaller pipe to be Sch 40.

SPRINKLER LEGEND

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Manufacturer/Model #</th>
<th>Nozzle</th>
<th>Rad.</th>
<th>PSI</th>
<th>Flow - GPM</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rainbird 5004-PRS-PC-SS</td>
<td>LOW ANGLE</td>
<td>30'</td>
<td>45</td>
<td>1.54</td>
<td>-</td>
</tr>
</tbody>
</table>

Notes:
1. Locate irrigation heads a minimum of 12' from trees.

LANDSCAPE LEGEND:

1. Fill with top soil and slope away from all concrete edges at 5:1 MIN. THEN SOD PER PLANS AND SPECIFICATIONS.
2. Protect all existing trees in place.
3. Irrigation sleeve per sleeve chart and detail 'C' sheet 5. Ensure that the existing irrigation system is sleeved under the new concrete. Install new laterals in the sleeve and re-establish existing system to the valve on the west lateral line to the east on the other side of the existing sleeve.
4. Provide and install a complete irrigation system around the new tennis courts per plan. Ensure that existing irrigation functions with the new irrigation system. No irrigation facilities are allowed under the concrete courts.
5. Modify and make whole the existing irrigation system. Ensure that existing heads are changed from full to part circle and do not over-spray onto the courts.
6. Repair construction access from the parking lot to the area of work per plans and specifications.
7. Connect new zone to the existing value that serviced the zone removed.

Note: SLEEVE LATERAL LINES UNDER ALL CONCRETE. MARK LOCATION WITH AN "S". PROVIDE A COMPLETE TURF COVERAGE AND NOT OVER-SPRAY ONTO TENNIS COURTS.
**Tennis Court Net Post Footing**

- 2'-6" Removable net post set in galvanized steel pipe sleeve

**Tennis Court Slab Section**

- 2" Dia. cable. 2" chair at every cable crossing (Typ). All cables damaged during construction shall be replaced.
- 3" concrete slab (Typ). Slab gradient shall be one inch per ten feet. See specs for surface treatment.
- Per Engineer's Detail

**Tennis Court Cable Anchoring**

- 2" Dia. Cable (Typ)
- Edge of tennis court slab
- Slope new sod away from court.

**Concrete Sidewalk**

- 2 layers 6 mil Polyethylene vapor barrier
- 2" min. compacted base material
- Existing asphalt

**Tennis Court Center Strap Anchor**

- 12" (Typ)
- As Required (Typ)
- 2'8"

**Fence Footing w/o Sidewalk**

- NEW CONCRETE
- #4 SMOOTH DOWEL EPOXY COATED. 18" IN LENGTH (4" IN EXISTING SLAB/12" IN NEW CONCRETE)
- LIGHTLY GREASED.

**Fence Footing w/Sidewalk**

- NOTE: Pins to be spaced 2'O.C.

**Drinking Fountain**

- Drinking Fountain installed per Manufacturer's Recommendations
- 18" x 12" valve box
- 2" supply line, Class 160 PVC
- Shut off ball valve
- Manual angle valve, to drain into drain rock
- 5 CY of drain rock

**Concrete Pinning**

- Existing subgrade compact to 95%
**Note:** SURFACE TENNIS COURT PER SPECIFICATIONS.

### A. Tennis Court Layout

- Posts and rails to be galvanized LG 40, or SS40.
- All gate stops so that the gate doesn't extend below the bottom rail.
- Fence to black poly (vinyl chloride) pvc fused and adhered coated steel chain link fabric. Colorbond vinyl or approved equal.
- Top of 4' and 6' high fences to have protective poly-cap. Color to be black. Install per manufacturer's recommendations.

### B. Back and Backless Bench

- U shaped bike rack: 2.2" O.D. x 6" Galvanized tube.

### C. Trash Receptacle

- Concrete to have a medium broom finish and have positive drainage away from the post. See concrete sidewalk detail.
- 9" diameter circular hole into concrete typical of (2) at 4' C.C. for bench posts.
- Concrete finish surface shall have a medium broom finish and away from support post.
- Conactor to provide and install Boise Parks and Recreation's standard metal, powder coated black as manufactured by Kuna Machine Shop (622-5494).

### D. Accessible Sign

- Van accessible parking sign per details this sheet.
- Symbol and border shall be white. Inside border shall be blue.
REINFORCEMENT ADDITIVE PER SPECIFICATIONS.

NOTE: ALL CONCRETE TO BE 4000 PSI AND HAVE "FIBERMESH" OPTIMUM DENSITY.

EXISTING SUBGRADE, COMPACT TO 95% NORTH

6" OF 3 PLACED AT MID-DEPTH

6"X6" WELDED FABRIC PLACED AT MID-DEPTH

6" OF 2 CRUSHED GRAVEL BASE, COMPACT TO 95%

NOTE: ALL CONCRETE TO BE 4000 PSI AND HAVE "FIBERMESH" REINFORCEMENT ADDITIVE PER SPECIFICATIONS.

CIRCUIT BREAKER BOX

6. PVC ELL AT BASE OF SWING JOINT TO PVC NON-PRESSURE LATERAL SCHD 40 PVC SLEEVE PIPE PER SCH 80 PVC STREET ELL COMMON AND CONTROL WIRES PER TRENCHING DETAIL. ALL WIRE TO BE INSTALLED PER LOCAL CODE. PVC SLEEVE SHALL BE USED TO REPLACE NATIVE MATERIAL IN EXCESS OF 1" IN SIZE.

NOTE: SWING JOINTS SHALL BE CONSTRUCTED USING PVC ONLY. "MARLEX" FITTINGS WILL NOT BE ACCEPTED.

NOTE: SWING JOINTS SHALL BE CONSTRUCTED USING PVC ONLY. "MARLEX" FITTINGS WILL NOT BE ACCEPTED.
10-FT PERIMETER FENCE DESIGN - The fence post foundations are designed based on the following presumptive design criteria:

2012 IBC
ASCE 7-10
Risk Category I
Exposure Category C
Design Wind Speed = 105 mph (equivalent to 90 mph in ASCE 7-05)

Fence Height \( H := 10 \text{ ft} \)
Post Spacing \( S := 10 \text{ ft} \)
Design Wind Speed \( V := 105 \text{ mph} \)

Wind Coefficients (Exposure C) \( K_z := 0.85 \quad K_{zt} := 1.0 \quad K_d := 0.85 \)

Velocity Pressure \( q_z := 0.00256 \frac{\text{psf}}{\text{mph}^2} \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2 = 20.4 \text{ psf} \)

Net Force Coefficient From Chapter 29 for Open Signs and Lattice Frameworks, Table 29.5-1 \( C_f := 1.3 \quad h_f := \frac{H}{2} + 0.05 \quad H = 5.5 \text{ ft} \)

Gust Factor (Assumed) \( G := 0.85 \)

Fence Ratio of Solid Area to Open Area - 9 Gage Wire, Mesh Wize = 1 3/4" (Estimated) \( \varepsilon := 16\% \)

Net Wind Pressure \( P := q_z \cdot G \cdot C_f \cdot \varepsilon = 3.6 \text{ psf} \)

Post Reactions (LC2=0.6W) \( R_p := 0.6 \cdot P \cdot H \cdot S = 216.3 \text{ lbf} \quad M_p := R_p \cdot h_f = 1189.7 \text{ lbf} \cdot \text{ft} \)

Post Capacity - 2 7/8" LG-40 Pipe \( S_x := 0.88 \text{ in}^3 \quad F_y := 50 \text{ ksi} \quad \Omega := 1.5 \)

\[
M_{all} := \frac{S_x \cdot F_y}{\Omega} = 2444.4 \text{ lbf} \cdot \text{ft}
\]

\( \text{CHECK_POST} := \text{if} \left( M_p \leq M_{all}, \text{"OK"}, \text{"REDESIGN"} \right) = \text{"OK"} \)
Check post-tensioned slab capacity to support post loads

- **Slab Thickness**
  \[ t_s := 5 \text{ in} \]
  \[ f_c' := 3000 \text{ psi} \]

- **PT Cable Properties**
  \[ \text{Dia} := \frac{1}{2} \text{ in} \]
  \[ F_{pu} := 270 \text{ ksi} \]

- **Cable Spacing (Assumed)**
  \[ S_{pt} := 2 \text{ ft} + 8 \text{ in} \]

- **Jacking Force**
  \[ F_j := 33.05 \text{ kip} \]

- **Average Post-Tensioning Compressive Stress**
  \[ F_c := \frac{F_j}{S_{pt} \cdot t_s} = 206.6 \text{ psi} \]

- **Tributary Slab Width Supporting Post Loads**
  \[ L_{trib} := 2 \cdot (16 \text{ in}) = 2.7 \text{ ft} \]

- **Slab Gross Section Modulus**
  \[ S_g := \frac{L_{trib} \cdot (5 \text{ in})^2}{6} = 133.3 \text{ in}^3 \]

- **Wind Reactions on Post**
  \[ R_p = 216.3 \text{ lbf} \]
  \[ M_p = 1189.7 \text{ lbf} \cdot \text{ft} \]

- **Tensile Stress Due to Wind**
  \[ F_t := \frac{R_p}{L_{trib} \cdot t_s} + \frac{M_p}{S_g} = 108.4 \text{ psi} \]
  \[ F_c = 206.6 \text{ psi} \]

\[ \text{CHECK\_TENSION} := \text{if} \left( F_t \leq F_c, \text{"OK"}, \text{"REDESIGN"} \right) = \text{"OK"} \]

**10-FT PERIMETER FENCE SUMMARY**

- Provide 9 gage, 1 3/4" mesh size fencing with 2 7/8" diameter LG-40 or SS40 (50 ksi) posts. Provide post-tensioned post foundations per the attached detail.

By inspection, 6-ft perimeter fence and both 10-ft and 6-ft interior fences are adequate.
### TABLE 9

Mesh and Fabric Size Coefficients (Cf₁)*

<table>
<thead>
<tr>
<th>FABRIC WIRE SIZE (O.D.)</th>
<th>3/8&quot;</th>
<th>1/2</th>
<th>5/8&quot;</th>
<th>1&quot;</th>
<th>1 ¼&quot;</th>
<th>1 ⅜&quot;</th>
<th>2&quot;</th>
<th>2 ¼&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>metric equiv. (mm) =&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>diam. (in) diam.(mm)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#5 (0.207)</td>
<td>9.5</td>
<td>12.7</td>
<td>15.8</td>
<td>25.4</td>
<td>31.8</td>
<td>44.5</td>
<td>50.8</td>
<td>57.1</td>
</tr>
<tr>
<td>#6 (0.192)</td>
<td>5.26</td>
<td>2.92</td>
<td>3.52</td>
<td>4.73</td>
<td>5.33</td>
<td>5.92</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#8 (0.162)</td>
<td>4.88</td>
<td>3.30</td>
<td>3.75</td>
<td>5.06</td>
<td>5.71</td>
<td>6.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#9 (0.148)</td>
<td>4.11</td>
<td>3.58</td>
<td>4.36</td>
<td>5.89</td>
<td>6.67</td>
<td>7.44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 (0.135)</td>
<td>3.76</td>
<td>1.77</td>
<td>2.20</td>
<td>2.60</td>
<td>3.87</td>
<td>4.73</td>
<td>6.40</td>
<td>7.26</td>
</tr>
<tr>
<td>11 (0.120)</td>
<td>3.43</td>
<td>1.88</td>
<td>2.36</td>
<td>2.80</td>
<td>4.19</td>
<td>5.13</td>
<td>6.96</td>
<td>7.90</td>
</tr>
<tr>
<td>12 (0.113)</td>
<td>3.0</td>
<td>2.06</td>
<td>2.60</td>
<td>3.10</td>
<td>4.65</td>
<td>5.71</td>
<td>7.77</td>
<td>8.83</td>
</tr>
<tr>
<td>13 (0.107)</td>
<td>2.87</td>
<td>2.16</td>
<td>2.72</td>
<td>3.25</td>
<td>4.91</td>
<td>6.04</td>
<td>8.22</td>
<td>9.35</td>
</tr>
</tbody>
</table>

* - (Cf₁) =1 for solid panel fence

\[ \varepsilon = \frac{1}{C_{f1}} \quad \varepsilon = \frac{1}{6.9} = 0.16 \]
### Table 12
Line Post Material Properties Table

<table>
<thead>
<tr>
<th>O.D. Size</th>
<th>O.D. (in)</th>
<th>I.D. (in)</th>
<th>$S_x$ (in$^3$)</th>
<th>$I_x$ (in$^4$)</th>
<th>$F_y$ (kip/ft$^2$)</th>
<th>$M_{allow}$ (kip-ft)</th>
<th>$E_m$ (kip/in$^3$)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group IA: (ASTM F1043) Schedule 40 Steel Pipe, ASTM F1083</strong></td>
<td><strong>Regular Grade, 30,000 psi yield</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 7/8&quot;</td>
<td>1.900</td>
<td>1.610</td>
<td>0.33</td>
<td>0.31</td>
<td>30</td>
<td>0.54</td>
<td>29000</td>
</tr>
<tr>
<td>2 3/8&quot;</td>
<td>2.375</td>
<td>2.067</td>
<td>0.56</td>
<td>0.67</td>
<td>30</td>
<td>0.93</td>
<td>29000</td>
</tr>
<tr>
<td>2 7/8&quot;</td>
<td>2.875</td>
<td>2.469</td>
<td>1.06</td>
<td>1.53</td>
<td>30</td>
<td>1.76</td>
<td>29000</td>
</tr>
<tr>
<td>3 1/2&quot;</td>
<td>3.500</td>
<td>3.068</td>
<td>1.72</td>
<td>3.02</td>
<td>30</td>
<td>2.84</td>
<td>29000</td>
</tr>
<tr>
<td>4&quot;</td>
<td>4.000</td>
<td>3.548</td>
<td>2.39</td>
<td>4.79</td>
<td>30</td>
<td>3.95</td>
<td>29000</td>
</tr>
<tr>
<td>6 5/8&quot;</td>
<td>6.625</td>
<td>6.065</td>
<td>8.50</td>
<td>28.14</td>
<td>30</td>
<td>14.02</td>
<td>29000</td>
</tr>
<tr>
<td>8 5/8&quot;</td>
<td>8.625</td>
<td>7.981</td>
<td>16.81</td>
<td>72.49</td>
<td>30</td>
<td>27.74</td>
<td>29000</td>
</tr>
<tr>
<td><strong>Group IA: Intermediate Grade Schedule 40 Steel Pipe, ASTM F 1083</strong></td>
<td><strong>Intermediate Grade 50,000 psi yield</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 5/8&quot;</td>
<td>6.625</td>
<td>6.065</td>
<td>8.50</td>
<td>28.14</td>
<td>50</td>
<td>23.37</td>
<td>29000</td>
</tr>
<tr>
<td>8 5/8&quot;</td>
<td>8.625</td>
<td>7.981</td>
<td>16.81</td>
<td>72.49</td>
<td>50</td>
<td>46.23</td>
<td>29000</td>
</tr>
<tr>
<td><strong>Group IA: High Strength 83000 Grade Schedule 40 Pipe, ASTM F 1083</strong></td>
<td><strong>High Strength 83000 Grade, 83,000 psi yield</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 5/8&quot;</td>
<td>1.660</td>
<td>1.380</td>
<td>0.23</td>
<td>0.59</td>
<td>83</td>
<td>1.07</td>
<td>29000</td>
</tr>
<tr>
<td>1 7/8&quot;</td>
<td>1.900</td>
<td>1.610</td>
<td>0.33</td>
<td>0.51</td>
<td>83</td>
<td>1.49</td>
<td>29000</td>
</tr>
<tr>
<td>2 3/8&quot;</td>
<td>2.375</td>
<td>2.067</td>
<td>0.56</td>
<td>0.67</td>
<td>83</td>
<td>2.57</td>
<td>29000</td>
</tr>
<tr>
<td>2 7/8&quot;</td>
<td>2.875</td>
<td>2.469</td>
<td>1.06</td>
<td>1.53</td>
<td>83</td>
<td>4.87</td>
<td>29000</td>
</tr>
<tr>
<td>3 1/2&quot;</td>
<td>3.500</td>
<td>3.068</td>
<td>1.72</td>
<td>3.02</td>
<td>83</td>
<td>7.86</td>
<td>29000</td>
</tr>
<tr>
<td>4&quot;</td>
<td>4.000</td>
<td>3.548</td>
<td>2.39</td>
<td>4.79</td>
<td>83</td>
<td>10.95</td>
<td>29000</td>
</tr>
<tr>
<td><strong>Group IC: (ASTM F1043) High Carbon Steel Pipe 50,000 psi yield</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 5/8&quot;</td>
<td>1.660</td>
<td>1.438</td>
<td>0.20</td>
<td>0.16</td>
<td>50</td>
<td>0.54</td>
<td>29000</td>
</tr>
<tr>
<td>1 7/8&quot;</td>
<td>1.900</td>
<td>1.660</td>
<td>0.28</td>
<td>0.27</td>
<td>50</td>
<td>0.77</td>
<td>29000</td>
</tr>
<tr>
<td>2 3/8&quot;</td>
<td>2.375</td>
<td>2.115</td>
<td>0.49</td>
<td>0.58</td>
<td>50</td>
<td>1.34</td>
<td>29000</td>
</tr>
<tr>
<td>2 7/8&quot;</td>
<td>2.875</td>
<td>2.555</td>
<td>0.88</td>
<td>1.26</td>
<td>50</td>
<td>2.41</td>
<td>29000</td>
</tr>
<tr>
<td>3 1/2&quot;</td>
<td>3.500</td>
<td>3.180</td>
<td>1.34</td>
<td>2.35</td>
<td>50</td>
<td>3.69</td>
<td>29000</td>
</tr>
<tr>
<td>4&quot;</td>
<td>4.000</td>
<td>3.680</td>
<td>1.78</td>
<td>3.56</td>
<td>50</td>
<td>4.90</td>
<td>29000</td>
</tr>
<tr>
<td><strong>Group II: (ASTM F1043) Cold Rolled Formed C-Shape - 50,000 psi yield</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 7/8&quot; x 1 5/8&quot; x 105</td>
<td>0.23</td>
<td>0.33</td>
<td>50</td>
<td>0.63</td>
<td>29000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 7/8&quot; x 1 5/8&quot; x 121</td>
<td>0.39</td>
<td>0.36</td>
<td>50</td>
<td>1.07</td>
<td>29000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 1/4&quot; x 1 5/8&quot; x 121</td>
<td>0.45</td>
<td>0.52</td>
<td>50</td>
<td>1.24</td>
<td>29000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 1/4&quot; x 2 1/2&quot; x 130</td>
<td>1.11</td>
<td>1.88</td>
<td>50</td>
<td>3.05</td>
<td>29000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- $S_x$: Section Modulus
- $I_x$: Moment of Inertia
- $F_y$: Minimum Yield Strength
- $M_{allow}$: Allowable Moment Capacity of Post: $(F_y)(S_x)/0.66 \text{ in./ft.}$
- $E_m$: Modulus of Elasticity of Material

*ASTM F1083 High Strength 83000 Grade is a specialty product and requires a mill inquiry prior to specifying. Please contact a CLFMI manufacturer/distributor for quantity requirements and availability.
CONSTRUCTION SHEET

CONSTRUCTION NOTES:
1. TENNIS NET CENTER STRAP PER DETAIL 1, SHEET 7.
2. CONSTRUCT TENNIS COURT SLAB AND CABLE ANCHORING PER DETAIL B/F SHEET 7. TYPICAL OF THE ENTIRE COURT AND OUTER EDGE OF THE COURTS. COURT BORDER NOT TO EXCEED 8%.
3. INSTALL 10' TALL FENCE ALONG THE ENTIRE PERIMETER OF THE TENNIS COURTS PER DETAIL 14, SHEET 6 AND SHEET 7. INSTALL ENGINEER'S DETAIL, FENCE TO BE BLACK POLYVINYL CHLORIDE (PVC) FUSED AND ADHERED COATED STEEL CHAIN LINK FENCE POSTS, RAILS, AND FENCE FITTINGS. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL.
4. INSTALL 10' TALL FENCE ALONG THE ENTIRE PERIMETER OF THE POLOBLEND CURBS PER DETAIL 14, SHEET 7 AND SHEET 8. INSTALL ENGINEER'S DETAIL, FENCE TO BE BLACK POLYVINYL CHLORIDE (PVC) FUSED AND ADHERED COATED STEEL CHAIN LINK FENCE POSTS, RAILS, AND FENCE FITTINGS. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL. SUEDE POSTS LOCATED WITHIN THE CENTER OF THE POST-TENSION SLAB.
5. INSTALL 10' TALL FENCE TO SEPARATE THE INTERIOR POLOBLEND CURBS PER DETAIL 14, SHEET 7 AND SHEET 8 AND ENGINEER'S DETAIL, FENCE TO BE BLACK POLYVINYL CHLORIDE (PVC) FUSED AND ADHERED COATED STEEL CHAIN LINK FENCE POSTS, RAILS, AND FENCE FITTINGS. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL. SUEDE POSTS LOCATED WITHIN THE CENTER OF THE POST-TENSION SLAB.
6. PROVIDE AND INSTALL POST-TENSION CABLES PER DETAIL 4, SHEET 8.
7. PROVIDE AND INSTALL POST-TENSION CABLES PER DETAIL 4, SHEET 8.
8. PROVIDE AND INSTALL NUMBERS ON NEW FENCING.
9. CONTRACTOR TO PROVIDE CONSTRUCTION FENCING AROUND THE SITE. CONTRACTOR IS RESPONSIBLE TO MAINTAIN IRRIGATION, SIDEWALKS AND TREES WITHIN THE CONSTRUCTION ENCLOSED ON THE DESIGN OF THE CONTRACTOR.
10. CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY WORK.
11. ALL CONCRETE TO BE FIBER MESH PER SPECIFICATIONS.
12. ALL IRRIGATION LINES UNDER SIDEWALKS MUST BE SLEEVED. NO IRRIGATION LINES MAY BE PLACED IN EXISTING CONCRETE.
13. ALL EXPOSED THICKENED EDGES TO BE EXTENDED BELOW GRADE. VISIBLE SURFACES TO BE SACK FUSED AND ADHERED COATED STEEL CHAIN LINK FENCE POSTS, RAILS, AND FENCE FITTINGS. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL. SUEDE POSTS LOCATED WITHIN THE CENTER OF THE POST-TENSION SLAB.
14. INSTALL 2' X 4' YELLOW TRUNCATED DOMES ACROSS WIDTH OF ACCESSIBLE ROUTE PER DETAIL 1, SHEET 7.
15. INSTALL 2' X 4' CONCRETE ACCESSIBLE RAMP WITH 6' CONCRETE CURBS.
16. PROVIDE AND INSTALL MDF DRINKING FOUNTAIN MODEL #10145-SM WITH ATTACHED PET FOUNTAIN, PER MANUFACTURER'S SPECIFICATIONS. INSTALL PER DETAIL 4, SHEET 7. COLOR TO BE BLACK. PROVIDE AND INSTALL PERMITTED BACKFLOW PREVENTER. EXTEND WATER SERVICE FROM THE EXISTING RESTROOM.
17. PROVIDE AND INSTALL (2) TRASH RECEPTACLES PER DETAIL C, SHEET 8.
18. PROVIDE AND INSTALL (3) U-SHAPED BIKE RACKS PER DETAIL H, SHEET 8.
19. PROVIDE AND INSTALL BENCHES PER DETAIL 'C', SHEET 8.
20. PROVIDE AND INSTALL POST-TENSION CABLES PER DETAIL 4, SHEET 8.
21. PROVIDE AND INSTALL MDF DRINKING FOUNTAIN MODEL #10145-SM WITH ATTACHED PET FOUNTAIN, PER MANUFACTURER'S SPECIFICATIONS. INSTALL PER DETAIL 4, SHEET 7. COLOR TO BE BLACK. PROVIDE AND INSTALL PERMITTED BACKFLOW PREVENTER. EXTEND WATER SERVICE FROM THE EXISTING RESTROOM.
22. PROVIDE AND INSTALL LARGE ALUMINUM BLEACHERS, ANCHOR TO CONCRETE PER MANUFACTURER'S SPECIFICATIONS.
23. PROVIDE AND INSTALL BASELINE MISSION BRICK PAVINGS. SIZE TO BE 12X12. COLOR TO BE CHILI PEPPER RED. PROVIDE A SAMPLE FOR APPROVAL. INSTALL PER DETAIL 3, SHEET 8. INCORPORATE APPROXIMATELY 12X - 18" PAVING TILES THAT ARE PROVIDED BY THE POLOBLEND ASSOCIATION.

NOTES:
- CONTRACTOR TO USE A LAYER RISERS TO PLACE POST-TENSION CONCRETE.
- INSTALL LAYERS THICKER EDGES TO BE EXTENDED BEYOND MOLD SURFACES TO BE SACK FUSED AND ADHERED COATED STEEL CHAIN LINK FENCE POSTS, RAILS, AND FENCE FITTINGS. MANUFACTURED BY MERCHANTS METALS, OR APPROVED EQUAL. SUEDE POSTS LOCATED WITHIN THE CENTER OF THE POST-TENSION SLAB.
- ALL IRRIGATION LINES UNDER SIDEWALKS MUST BE SLEEVED. NO IRRIGATION LINES MAY BE PLACED UNDER THE COURTS.
- CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY WORK.
- ALL CONCRETE TO MEET MANUFACTURER'S SPECIFICATIONS.
- CONTRACTOR TO PROVIDE CONSTRUCTION FENCING AROUND THE SITE. CONTRACTOR TO PROVIDE CONSTRUCTION FENCING AROUND THE SITE.
**A. Tennis Court Net Post Footing**

- Net post - Douglas Premier XS
- O.D. round 8 gauge steel post
- Back in color: Stainless steel grade
- 278
- "O.D. round 8 gauge steel post. Black in color. Stainless steel gears."
- 2' Removable net post set in galvanized steel pipe sleeve

**B. Tennis Court Slab Section**

- 2" Dia. cable. 2" chair at every cable crossing (Typ).
- All cables damaged during construction shall be replaced.
- 3" concrete slab (Typ). Slab gradient shall be one inch per ten feet. See specs for surface treatment.
- Per Engineer's Detail

**C. Tennis Court Cable Anchoring**

- 2" Dia. Cable (Typ)
- Edge of tennis court slab

**D. Concrete Sidewalk**

- 1/2" Tooled radius (Typ)
- 12"x12" thickened edge
- 2" supply line, Class 160 PVC
- Shut-off ball valve
- Manual angle valve, to drain into drain rock
- 5 CY of drain rock

**E. Tennis Court Center Strap Anchor**

- 1. 1/2" Tooled radius (Typ). 12"x12" thickened edge.
- 2. (4) #4 rebar continuous tied in at anchors above and below.
- 4. (4) #4 rebar, 2" min. clearance.
- 5. Two layers 6 mil polyethylene vapor barrier.
- 6. 6" of 2" minus base material, compacted to 90%.
- 7. Undisturbed subgrade.
- 8. 2" Dia. cable per specifications.
- 9. 2" chair at cable crossings.
- 10. Existing asphalt.

**F. Tennis Court Cable Anchoring**

- (1) (2) (3) (4) (5) (6) (7) (8) (9) (10)

**G. Fence Footing w/o Sidewalk**

- Drinking Fountain installed per Manufacturer's Recommendations

**H. Fence Footing w/Sidewalk**

- Drinking Fountain installed per Manufacturer's Recommendations

**I. DRINKING FOUNTAIN**

- Drinking Fountain installed per Manufacturer's Recommendations

**J. CONCRETE PINNING**

- Drinking Fountain installed per Manufacturer's Recommendations
ADDENDUM 01  
FB 19-185  
Hobble Creek Park Tennis/Pickleball Court Construction  
Parks and Recreation  
Boise City Purchasing  
Megan Harvey  
mharvey@cityofboise.org

Date: January 30, 2020

Total Pages Transmitted (Including this sheet): (3)
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.

CLARIFICATIONS:
Contractor is to place the drinking fountain back flow preventer in a Strong Box Enclosure: BC-30-CR, on a concrete pad.

QUESTIONS:
Q1: What is the construction start date for the project?
R1: The project will start as soon as the contract is awarded and all permits are in place.

Q2: Is there a completion date we must adhere to?
R2: You’ll have 90 days for substantial completion.

Q3: Note 2 on sheet 3 states remove all asphalt but details on Sheet 7 show PT on top of existing asphalt.
R3: The new PT slab will be constructed over the existing courts, but you’ll have to remove asphalt for the thickened PT edge, fence/post footings and to meet existing grades.

Q4: Please confirm if we are removing and disposing the existing concrete base at pickle ball courts.
R4: The new PT slab will also be constructed over the existing concrete, but you’ll have to remove concrete for the thickened PT edge, fence/post footings and to meet existing grades.

Q5: If we are removing the concrete but not the asphalt do we need to bring in fill so that they are at same elevation. Please provide existing and new grading plans.
R5: Fill will be required to meet the new elevations. The existing elevations and contours are shown on Sheet 2. The new elevations are shown on Sheet 4.
Q6: Please provide detailed cross section for pickle ball court.
R6: See Sheet 7, Detail ‘B’.

Q7: Please provide detail for flag pole foundation.
R7: Contractor to provide engineered stamp drawing from the flag pole manufacturer.

Q8: Please provide cross section at Brick pavers.
R8: See Sheet 9, Detail ‘G’.

Q9: Per note 21 we need to repair existing concrete sidewalk, please provide the square footage:
R9: Approximately 640sq.ft.

Q9a: Per Detail 7 we need to provide 4” of ccon and 4” gravel base. DO we need to demo at the damaged locations?
R9a: Yes. Remove the existing damaged concrete.

Q10: Sub-contractors are asking for more time. Is it possible to postpone the bid date by a week.
R10: The bid date will remain.

Attachments:
Pre-Bid Sign-In Sheet (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.
# City of Boise

**Pre-Bid Sign in Sheet**

**FB 19-185 Hobble Creek Park Tennis/Pickleball Court Construction**

**January 28, 2020 at 2:30pm**

**Project Manager:** Kelly Burrows  
**Purchasing Specialist:** Megan Harvey

<table>
<thead>
<tr>
<th>Representative</th>
<th>Company</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tr>
<tr>
<td>Kelly Burrows</td>
<td>City of Boise</td>
<td>608-7634</td>
<td><a href="mailto:kburrows@cityofboise.org">kburrows@cityofboise.org</a></td>
</tr>
<tr>
<td>Shane Geir</td>
<td>Gathley Edge Landscape</td>
<td>371-2244</td>
<td><a href="mailto:Shane@gathleyedgelandscape.com">Shane@gathleyedgelandscape.com</a></td>
</tr>
<tr>
<td>Dylan Bird</td>
<td>Tennis and Track Co.</td>
<td>(801) 381-8385</td>
<td><a href="mailto:dylan@tennisandtrackco.com">dylan@tennisandtrackco.com</a></td>
</tr>
<tr>
<td>Miles Winton</td>
<td>Tennis and Track Co.</td>
<td>(801) 916-7643</td>
<td><a href="mailto:miles@tennisandtrackco.com">miles@tennisandtrackco.com</a></td>
</tr>
</tbody>
</table>
ADDENDUM 02  
FB 19-185  
Hobble Creek Park Tennis/Pickleball Court Construction  
Parks and Recreation  
Boise City Purchasing  
Megan Harvey  
mharvey@cityofboise.org  

Date: January 31, 2020  
Total Pages Transmitted (Including this sheet): (15)  
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.

ATTACHMENTS:  
Approved Equal or Equivalent Request (14 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.
FB 19-185
HOBBLE CREEK PARK TENNIS/Pickleball COURT CONSTRUCTION

EQUAL OR EQUIVALENT REQUEST FORM

TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: FB 19-185: Hobble Creek Park Tennis/Pickleball Court Construction. 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>SUPERIOR SHELTER, MDL # 2010: STEEL BEAM GABLE MINI SHELTER: ROOF TO BE 20 GAUGE MAX RIB WITH TONGUE AND GROOVE DECKING.</td>
<td>Americana C1010 10' x 10' Gable Roof; T&amp;G Roof Decking</td>
</tr>
</tbody>
</table>

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

Differences between Equal or Equivalent requested and specified item:
Same

What effect does Equal or Equivalent requested have on the use of the product?
None

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: Recreation Today of Idaho, LLC
Address (City, State, Zip) 2414 E Railroad St, Nampa, ID 83687
Phone: (208) 442-9350
E-Mail michael@rectoday.net
Submitted by: (Please Print) Michael Haddox
Signature: Michael Haddox
City of Boise to complete: ..........................................................

Accepted [Signature] 1/31/20
Not Accepted
Accepted as noted
Received too late By:
The staff at Recreation Today of Idaho appreciates the opportunity to work with you. We know you have many choices and we are happy to be a company you are considering. Here is more detailed information about our company.

- Recreation Today of Idaho is a locally owned and operated company in Nampa, Idaho.

- We are proud members of Buy Idaho, the Better Business Bureau, and National Recreation and Parks Association (NRPA), to name a few.

- We have a professional installation crew in house that is National Playground Safety Institute (NPSI) certified. With over 20 years of experience, our sales staff and designers are also NPSI certified, so they are up-to-date with all the current guidelines. You can rest assured that your design will be 100% compliant with all guidelines.

- With our ability to help from conception to completion, we are able to make this process a smooth and easy one for you, the customer. We can provide Premium Installation where we become your “one stop shop service”. With Premium Installation we will receive, inventory, store the inventory for up to 6 months free of charge in an insured facility, and transport it to the installation site. Your equipment will rest in a locked trailer on site to prevent vandalism or missing pieces. We will then unload the equipment as needed and perform a professional, certified installation. For the budget-conscious customer, we also have Standard Installation where we have the equipment shipped directly to your site, you receive, inventory and store the equipment and we will provide certified installation.

- Our installations have a 1 year labor guarantee, and our products have warranties ranging from 1 year to Lifetime, depending on the product.

- We strive to serve our customers with the highest standards possible and promise to follow through on all commitments.

- Our sales staff is available for your convenience. Please let us know when you need us for a meeting and we will be there as long as our schedule permits.

We look forward to assisting you through this project and hope to assist on future projects as well.

From your team at
Recreation Today of Idaho
CHEROKEE SERIES

FEATURED PROJECT
Lake Side Rest Area

Structure: 8x10’ Cherokee Shelter
Location: Rend Lake, Illinois
Design Notes: Double Aluminum Benches
Frame Color: 535 Ivory
Roof Color: 555 Dark Green
CHEROKEE PRODUCT FEATURES

Sizes: Ranging from 8-12' wide and 8-12' long
Roof Pitch: Standard 3/12
Structure: Pre-fabricated, powder coated steel frame
Frame: Tubular
Gutters: Extruded aluminum gutters sent on standard models & most roof options
Roof: Structural, interlocking panels for superior strength with less supports
Standard Roof Panels: 24” wide “W” design in high strength aluminum or galvalume
Optional Roof Panels: 36” galvalume “R” panel, 8” aluminum flat panel, 18” wide standing seam panel
Add-On Accessories: Bulletin boards, bench, table & bench, double bench
PART 1 GENERAL

1.1 DESCRIPTION OF WORK
   A. Work in this section includes furnishing and installation of shelters as manufactured by Americana Building Products.

1.2 RELATED ITEMS AND CONSIDERATIONS
   A. Concrete for shelter footings.
      1. Standard models have posts buried in the footing. Surface mounted design available.
      2. Consider water drainage away from shelter where necessary.
      3. Any necessary removal or relocation of existing structure, obstructions, or materials.

1.3 FIELD MEASUREMENT
   A. Confirm field dimensions prior to preparation of shop drawings when possible.
   B. If requested, supply manufacturer’s standard literature and specifications for shelters.
   C. Shop drawings are available showing structural component locations/positions, material dimensions, and details of construction and assembly.

1.4 PERFORMANCE REQUIREMENTS
   A. Shelter must conform to local building codes. Standard models are designed to 90 miles per hour wind load and 20 pounds per square foot live load according to 2009 International Building Code (IBC) and American Society of Civil Engineers (ASCE) 7-05 design codes. Engineering available for custom load requirements.

1.5 DELIVERY, STORAGE, AND HANDLING
   A. Deliver and store all shelter components in protected areas.
PART 2 PRODUCTS

2.1 MANUFACTURER

A. Americana Building Products, #2 Industrial Drive, P.O. Box 1290, Salem, Illinois 62881; 1-888-442-2928

2.2 MATERIALS

A. Roof Panels

1. **Standard**: 24” W Panel
   a. Aluminum alloy 3004-H34
   b. 2 ½” tall, 24” wide interlocking design
   c. Available thickness: .024”, .032”, .038”

2. **Option**: 24” W Panel
   a. ASTM A792, Grade 50 Galvalume steel
   b. 2 ½” tall, 24” wide interlocking design
   c. 24 gauge thickness

3. **Option**: 18” Standing Seam Panel
   a. ASTM A792, Grade 50 Galvalume steel
   b. 1 ¾” tall, 18” wide interlocking design
   c. 24 gauge thickness

4. **Option**: 8” Flush Panel
   a. Aluminum alloy 3105-H14
   b. 2 ¾” tall, 8” wide interlocking design
   c. Available thickness: .024”; .032”; .038”

5. **Option**: Wood
   a. Southern Yellow Pine or Western Red Cedar, #1 Grade or better
   b. 2” x 6” nominal dimension; 1 ½” x 5 3/8” actual dimension with 7/16” tongue and ½” groove
   c. To be covered with 18” Standing Seam Panel using hidden fastener system.
B. Fascia
   1. Gutter Fascia
      a. Standard except for wood roof
      b. Aluminum alloy 6105-T6
   2. Ridge Cap
      a. Standard except for wood roof
      b. Aluminum alloy 6105-T5

C. Structure
   1. ASTM A36 steel plate
      a. Thickness determined by loading requirements
   2. ASTM A500, Grade B Hollow Structural Sections (HSS)
      a. Standard post dimensions shall be 3" x 5" x 1/8". Standard rafter dimensions shall be 3" x 3" x 1/8". Dimensions may vary according to loading requirements.
   3. Welding shall conform to the requirements of the American Welding Society’s specification for the material being welded.
      a. Welding electrodes shall be E70XX

2.3 ACCESSORIES
   A. Fasteners
      1. High strength bolts conform to ASTM A325
         a. All bolts shall be hot dip galvanized.
      2. #12-24 and #8-18 hex washer head, self-drilling screws
         a. All screws shall be stainless steel or coated with zinc.

2.4 FINISHES – ROOF PANELS
   A. Aluminum-baked enamel or Galvalume-baked enamel
      1. Galvalume roof panels meet "Energy Star specification for cool roofs" reflective coating to reflect heat away from the shelter.
   B. Standard colors available per manufacturer’s supplied chart. Custom colors available.
2.5 FINISHES – ALUMINUM

A. All aluminum components are coated with polyester triglycidyl isocyanurate (TGIC) powder and baked/cured at 400° F.

B. This finish meets AAMA 2604-2 specification.

2.6 FINISHES – STRUCTURE

A. **Standard**: Powder Coating
   1. All steel components are blasted to near-white condition and cleaned with a 3-stage process. Components are sprayed with an alkaline cleaner/phosphatizer, rinsed with ambient water, and a final rinse with a chemical sealer.
   2. Components are then coated with polyester triglycidyl isocyanurate (TGIC) powder and baked/cured at 400° F.
   3. This finish meets AAMA 2604-2 specification.

B. **Option**: Zinc Primer
   1. Above powder coating is applied over a zinc rich primer.

C. **Option**: Hot Dip Galvanizing
   1. All steel components are hot dip galvanized per ASTM A123, then coated with above powder coating finish.

2.7 FABRICATION

A. Support posts shall be designed such that the posts will receive and secure the support beams.

B. Structural welds performed by welders certified to AWS D1.1. Welding inspector on staff.

C. Decking shall be designed with interlocking members and mechanical fasteners.

D. Water shall drain from covered surfaces into integral gutter fascia and directed to ground level discharge via scuppers on standard models. Downspouts are available.

2.8 OPTIONAL ADDITIONS

A. **Bulletin Board**
   1. Enclosed aluminum bulletin board with cork background. Standard features include: lockable doors, acrylic safety glass windows, and continuous hinges.
B. Table and/or Bench

1. Single bench, double bench, or table with benches available in extruded aluminum and flattened expanded metal.
   a. Extruded aluminum seat plank shall be manufactured from alloy 6063-T6 with dimensions 1 ¾” x 7 ½” x .076” thick.
   b. Expanded metal seat plank shall be manufactured from ¾” #9 flattened expanded steel with 2” x 2” x 14 gauge tubular steel frame with rounded corners.

PART 3 EXECUTION

3.1 INSPECTION

A. Confirm that surrounding area is ready for the shelter installation.

B. Installer shall confirm dimensions and elevations to be as shown on drawings provided by Americana Building Products.

C. Erection shall be performed by an approved installer and scheduled after all concrete and masonry in the area are completed.

3.2 INSTALLATION

A. Installation shall be in strict accordance with manufacturer’s shop drawings. General installation guidelines are supplied with each shelter.

B. All structural steel components are fully fabricated to eliminate the need for drilling, cutting, or welding on site.

C. Particular attention should be given to protecting the finish during handling and installation.

D. After installation, entire system should be left in a clean condition.
GENERAL NOTES

1. SHELTER DESIGN
   A. THIS SHELTER HAS BEEN DESIGNED AS AN OPEN-
   STRUCTURE. THE ADDITION OF ANY ENCLOSURE, SUCH AS
   CURTAINWALLS, GUTTER MESH OR SHADE SCREENS SHALL BE
   PROHIBITED AS INCREASED WIND FORCES MAY RESULT.
   B. DESIGN SHOWN IS FOR ESTIMATING USE ONLY. NOT
   INTENDED FOR CONSTRUCTION USE. DESIGN IS SUBJECT
   TO ENGINEERING REVIEW. ACTUAL DELIVERY MAY VARY.

2. FOUNDATION
   A. THE FOUNDATION SHALL REST ON SOUND SOIL THAT IS
   FREE OF ORGANIC AND DELETERIOUS MATERIALS AND
   CAPABLE OF SUPPORTING 1050 PSI VERTICAL BEARING
   PRESSURE.
   B. FOUNDATION DESIGN SHOWN IS A RECOMMENDATION
   ONLY. OWNER SHALL VERIFY ACTUAL SOIL CONDITIONS AT
   EACH JOB SITE AND ANY REQUIRED ADJUSTMENTS TO THE
   FOUNDING DESIGN SHALL BE DESIGNED BY OTHERS.

3. CONCRETE
   A. COMPRESSION STRENGTH OF ALL REINFORCED
   CONCRETE SHALL NOT BE LESS THAN 2500 PSI AT 28 DAYS.
   B. REINFORCING BARS SHALL BE DEFORMED BARS
   CONFORMING TO THE REQUIREMENTS OF MINIMUM ASTM
   A615 GRADE 40 OR H4 AND SMALLER BARS AND GRADE 60
   FOR BARS LONGER THAN 84.  
   C. MINIMUM CONCRETE CLEAR COVER FOR REINFORCING
   BARS SHALL BE 3".

4. STRUCTURAL STEEL
   A. STEEL PLATE SHALL CONFORM TO THE REQUIREMENTS
   OF ASTM A36.
   B. HOLLOW STRUCTURAL SECTIONS (HSS) SHALL CONFORM
   TO THE REQUIREMENTS OF ASTM A500. GRADE B.
   C. WELDING SHALL CONFORM TO THE REQUIREMENTS OF
   THE AMERICAN WELDING SOCIETY’S SPECIFICATION FOR
   THE MATERIAL BEING WELDED.
   D. ALL STEEL MATERIAL TO BE STOCK.
   E. STRUCTURAL STEEL COMPONENTS SHALL BE COATED
   WITH ANTI-GRAFFITI POLYESTER TOCC POWDER COAT
   FINISH MEETING AAMA 2604-02 SPECIFICATION.

5. ALUMINUM
   A. EXTRUDED ALUMINUM RIDGE CAP SHALL BE FABRICATED
   FROM ALUMINUM ALLOY 6063-T5.
   B. EXTRUDED ALUMINUM GUTTER FASCIA AND FASCIA TRIM
   SHALL BE FABRICATED FROM ALUMINUM 6061-T6 OR 6101-T6.
   C. ALUMINUM COMPONENTS SHALL BE COATED WITH
   ANTI-GRAFFITI POLYESTER POWDER COAT FINISH
   MEETING AAMA 2604-02 SPECIFICATION.

6. ROOF DECK
   A. INTERLOCKING SEAL ALUMINUM ROOF DECK SHALL BE
   ROLL FORMED FROM ALUMINUM ALLOY 3003-H14.
   B. ROOF DECK SHALL BE COATED WITH HEAT REFLECTIVE
   BARE ULTRA-COOL COATING OR APPROVED EQUAL.

7. FASTENERS
   A. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A325 OR
   A327 (SEE DETAILS).
   B. SCREWS ATTACHING TO STEEL SHALL BE 12-24 HEX
   WASHER HEAD #5 POINT SELF DRILLING SCREWS.
   C. SCREWS ATTACHING TO ALUMINUM SHALL BE 8-16 HEX
   WASHER HEAD #2 POINT SELF DRILLING SCREWS.
   D. HIGH STRENGTH BOLTS SHALL BE HOT DIP GALVANIZED.
   ALL SCREWS SHALL BE STAINLESS STEEL OR COATED
   WITH ZINC.

AMERICANA BUILDING PRODUCTS
#2 INDUSTRIAL DRIVE - SALEM, IL 62851
(888) 442-2926  -  www.americana.com

TITLE
CHEROKEE SHELTER

SIZE
10'-0" x 10'-0"

DATE
12/11/2012

DWG NO
CHER12x10

REV

SCALE
AS NOTED

DRAWN
AY

SHEET
1 of 1
Frame & Fabric Colors

Super Durable Frame Color Options

- 205 ORANGE
- 210 APPLE
- 215 YELLOW
- 220 RAVEN (TEXTURED)
- 225 WICKER
- 235 NAVY BLUE
- 240 ROYAL BLUE
- 242 SKY BLUE
- 245 CAST BRONZE
- 265 HUNTER GREEN
- 270 QUARTZ GRAY
- 275 SLATE GRAY
- 285 RED
- 290 SILVER
- 295 VIOLET
- 815 ASH GRAY
- 820 CHARCOAL GRAY
- 835 BURGUNDY
- 840 COLONIAL RED
- 845 ALMOND
- 855 MEDIUM BRONZE
- 865 LIGHT GREEN
- 880 DARK BRONZE

Super Durable & Anti Graffiti Frame Color Options

- 510 BLACK
- 515 REGAL BLUE
- 520 BRONZE
- 525 BROWN
- 530 CLAY
- 535 IVORY
- 540 TAN
- 545 TERRA COTTA
- 550 WHITE
- 555 DARK GREEN

Fabric Shelter Color Options

- YELLOW
- ORANGE
- CRIMSON
- GRAPE
- OCEAN BLUE
- SAND
- FOREST GREEN
- LIME GREEN
- GRAPHITE
- JET BLACK

SolaMesh™, an industry leading performance fabric for shade sails, shade and fabric structures, awnings and other applications, is an exclusive new offering. Made from highly stable and color fast HDPE monofilament and tape. It provides best-in-class strength, value, and longevity.
### Roof Panel Colors & Options

#### 24" Aluminum Structural "W" Panel
- Coverage Width: 24"
- Minimum Slope: 1/2:12
- Thickness: 0.038" & 0.024" (560 Anodized Only)
- Finish: Stucco Embossed
- Coatings: DuraCoat XT40 Ceranamel
- Rib Spacing: 8" on center
- Rib Height: 2-1/2"

Compatible with all model shelters except for pergola.

<table>
<thead>
<tr>
<th>Color Code</th>
<th>Color Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>275</td>
<td>SLATE GRAY</td>
</tr>
<tr>
<td>285</td>
<td>RED</td>
</tr>
<tr>
<td>515</td>
<td>REGAL BLUE</td>
</tr>
<tr>
<td>520</td>
<td>BRONZE</td>
</tr>
<tr>
<td>540</td>
<td>TAN</td>
</tr>
<tr>
<td>545</td>
<td>TERRA COTTA</td>
</tr>
<tr>
<td>550</td>
<td>BONE WHITE</td>
</tr>
<tr>
<td>555</td>
<td>DARK GREEN</td>
</tr>
<tr>
<td>560</td>
<td>ANODIZED</td>
</tr>
<tr>
<td>865</td>
<td>LIGHT GREEN</td>
</tr>
</tbody>
</table>

#### 24" Galvalume® 24 Gauge Structural "W" Panel
- Coverage Width: 24"
- Minimum Slope: 1/2:12
- Gauge: 24
- Finish: Smooth
- Coatings: Siliconized Polyester
- Rib Spacing: 8" on center
- Rib Height: 2-1/2"

Compatible with all model shelters except for Colonial & pergola.

<table>
<thead>
<tr>
<th>Color Code</th>
<th>Color Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>540</td>
<td>TAN</td>
</tr>
<tr>
<td>820</td>
<td>CHARCOAL GRAY</td>
</tr>
<tr>
<td>840</td>
<td>COLONIAL RED</td>
</tr>
<tr>
<td>845</td>
<td>ALMOND</td>
</tr>
</tbody>
</table>

**Notes:** Colors containing asterisks have a wash coat bottom side.

#### 36" Galvalume® 26 Gauge "R" Panel
- Coverage Width: 36"
- Minimum Slope: 1/2:12
- Gauge: 26
- Finish: Smooth
- Coatings: Siliconized Polyester
- Rib Spacing: 12" on center
- Rib Height: 1-1/4"

Compatible with all model shelters except for Meramec, Colonial, & pergola.

<table>
<thead>
<tr>
<th>Color Code</th>
<th>Color Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>275</td>
<td>SLATE GRAY</td>
</tr>
<tr>
<td>515</td>
<td>REGAL BLUE</td>
</tr>
<tr>
<td>520</td>
<td>BRONZE</td>
</tr>
<tr>
<td>540</td>
<td>TAN</td>
</tr>
<tr>
<td>545</td>
<td>TERRA COTTA</td>
</tr>
<tr>
<td>550</td>
<td>BONE WHITE</td>
</tr>
<tr>
<td>555</td>
<td>DARK GREEN</td>
</tr>
<tr>
<td>660</td>
<td>COPPER PENNY</td>
</tr>
<tr>
<td>860</td>
<td>DARK BRONZE</td>
</tr>
<tr>
<td>865</td>
<td>LIGHT GREEN</td>
</tr>
<tr>
<td>840</td>
<td>COLONIAL RED</td>
</tr>
<tr>
<td>845</td>
<td>ALMOND</td>
</tr>
</tbody>
</table>

**Notes:** Colors containing asterisks have a wash coat bottom side.

#### 18" Galvalume® 24 Gauge Standing Seam Panel
- Coverage Width: 18"
- Minimum Slope: 1/2:12
- Gauge: 24
- Finish: Smooth
- Coatings: Siliconized Polyester
- Rib Spacing: N/A
- Rib Height: 1-3/4"

Compatible with all model shelters except for Meramec, Colonial, & pergola.

<table>
<thead>
<tr>
<th>Color Code</th>
<th>Color Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>275</td>
<td>SLATE GRAY</td>
</tr>
<tr>
<td>515</td>
<td>REGAL BLUE</td>
</tr>
<tr>
<td>520</td>
<td>BRONZE</td>
</tr>
<tr>
<td>540</td>
<td>TAN</td>
</tr>
<tr>
<td>545</td>
<td>TERRA COTTA</td>
</tr>
<tr>
<td>550</td>
<td>BONE WHITE</td>
</tr>
<tr>
<td>555</td>
<td>DARK GREEN</td>
</tr>
<tr>
<td>860</td>
<td>COPPER PENNY</td>
</tr>
<tr>
<td>865</td>
<td>LIGHT GREEN</td>
</tr>
<tr>
<td>840</td>
<td>COLONIAL RED</td>
</tr>
<tr>
<td>845</td>
<td>ALMOND</td>
</tr>
</tbody>
</table>

**Notes:** Colors containing asterisks have a wash coat bottom side.

#### 8" Aluminum Structural Flat Panel
- Coverage Width: 8"
- Minimum Slope: 1/2:12
- Thickness: 0.024", 0.032", & 0.040"
- Finish: Smooth Matte Finish
- Coatings: DuraCoat XT40 Ceranamel
- Rib Spacing: N/A
- Rib Height: 2-5/8"

Compatible with all model shelters except for Meramec & pergola.

<table>
<thead>
<tr>
<th>Color Code</th>
<th>Color Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>510</td>
<td>BLACK</td>
</tr>
<tr>
<td>520</td>
<td>BRONZE</td>
</tr>
<tr>
<td>540</td>
<td>TAN</td>
</tr>
<tr>
<td>550</td>
<td>BONE WHITE</td>
</tr>
<tr>
<td>560</td>
<td>ANODIZED</td>
</tr>
</tbody>
</table>

#### 6" Aluminum Extruded Flat Panel
- Coverage Width: 6"
- Minimum Slope: 1/2:12
- Thickness: 0.065"
- Finish: Smooth Gloss Finish
- Coatings: Super Durable Polyester
- Rib Spacing: N/A
- Rib Height: 2-7/8"

Compatible only with Walkways & Entry Covers.

**Features:**
- Insulated panels for noise and temperature control.
- Powder coat finish available in all frame colors.
- Full RAL color palette available at additional cost.

#### 3" Thick Sandwich Panel
- White stucco finish with foam core

Compatible with all model shelters except for Cherokee, pergola, walkways & entry covers.

**Features:**
- Insulated panels for noise and temperature control.
- Flush fit for a cleaner, sleeker appearance.

#### Tongue and Groove Wood
1) Southern Yellow Pine
2) Western Cedar

Utilized as sub roofing for shelters using the 18" standing seam panels or shingles.
STANDARD: SUPER DURABLE FRAME FINISHES:

1) Anti-graffiti, super durable polyester TGIC finish meets AAMA 2604-02 specifications which has a much longer lifetime than industry standard TGIC. It is a powder coating 6-9 mils thick that is cured at 400 degrees until fused into a smooth coating. The surface is made outstanding by the following qualities:

- Easy to clean
- Glossy surface
- Highly resistant to weather and corrosion
- Smooth flow, powder coat finish

This permanent protection system has been designed to withstand numerous clean-ups and its appearance will be virtually unaltered, even after use of our chemical cleaner. Sprayed paint can be removed without trace, even after repeated clean-ups. Though a slight reduction in the degree of gloss is possible, inscriptions applied with marking pens will disappear completely.

2) Architectural matte super durable polyester TGIC finish meets AAMA 2604-02 specifications which has a much longer lifetime than industry standard TGIC. It is a powder coating 6-9 mils thick that is cured at 400 degrees until fused into a smooth coating.

PREMIUM FRAME FINISH (UP CHARGE)

Zinc rich primer 2-3 mils thick with an above finish on top. The zinc rich primer will allow your structure to stand up to bad environments without fear of rusting problems. This premium finish has proven to be virtually rust free after 1000's of hours in our salt fog chamber. The zinc primer stops rust from spreading under the finish when scratches or dings occur. This is the ultimate in pre finished steel structure coatings.

WARRANTY TERMS

LIFETIME LIMITED WARRANTY

Lifetime Limited Warranty on aluminum against material failure and corrosion.

25 YEAR LIMITED WARRANTY

25 Year Limited Warranty on steel against material failure and defects.

10-15 YEAR LIMITED WARRANTY

10 Year Limited Warranty on Monotec 370 Series FR (Fire Resistant) Fabrics.
15 Year Limited Warranty on Monotec 370 Series Non FR Fabrics.

10 YEAR LIMITED WARRANTY

10 Year Limited Warranty on all powder coat finishes (200 and 500 series). With the use of Americana's 500 Series Anti-graffiti powder coat finish is guaranteed to allow removal of graffiti with virtually no change to the finish.

Americana will not be responsible for damages caused by others, building settlement, corrosion by moisture, chemical and pollution, or acts of God. Damage caused by vandalism, abnormal use, lack of maintenance, or incorrect installation will not be covered.
Bidder Acknowledges Receipt of the Following Addenda:

- [ ] Addenda #1
- [✓] Addenda #2
- [ ] Addenda #3
- [ ] Addenda #4
- [ ] Addenda #5
- [ ] Addenda #6

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: 90

(Request 90 days)
# BID SCHEDULE PRICING

**BASE BID - Hobble Creek Park Tennis/Pickleball Court Construction**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide all mobilization, permitting conformance, Best Management Practices, site fencing and protection, signage and all miscellaneous items in accordance with these plans and specifications.</td>
<td>$44,725</td>
</tr>
<tr>
<td>2.</td>
<td>Provide all labor, materials and equipment for demolition of associated asphalt, concrete, fencing, site amenities and landscape in accordance with these plans and specifications.</td>
<td>$51,014</td>
</tr>
<tr>
<td>3.</td>
<td>Provide all labor, materials and equipment to construct a complete 2 court tennis court battery and 12 pickleball courts complete with all fencing, net posts, nets, hardware; application of a complete 3 coat acrylic color system; all hardscape and site amenities in accordance with these plans and specifications.</td>
<td>$529,407</td>
</tr>
<tr>
<td>4.</td>
<td>Provide all labor, materials and equipment to construct, repair and make whole the irrigation system and landscape in accordance with these plans and specifications.</td>
<td>$53,438</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID** $678,584

**TOTAL BASE BID IN WORDS:** Six Hundred Seventy-Eight Thousand Five Hundred Eighty-Four

---

**ADD ALTERNATE BID #1 - Shade Structures**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide all labor, materials and equipment to construct 8 shade structures in accordance with these plans and specifications.</td>
<td>$81,650</td>
</tr>
</tbody>
</table>

**TOTAL ADD ALTERNATE #1 IN WORDS:** Eighty-One Thousand Six Hundred Fifty

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.
HOBBLE CREEK PARK TENNIS/Pickleball Court Construction

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>
</tr>
</thead>
<tbody>
<tr>
<td>Pioneer Park, Brigham City, UT</td>
<td>04/30/2020</td>
</tr>
<tr>
<td>Utah Valley University Baseball Field</td>
<td>03/15/2020</td>
</tr>
<tr>
<td>Jonny Moon Tennis Court</td>
<td>04/15/2020</td>
</tr>
<tr>
<td>PluralSight HQ Pickleball Courts</td>
<td>05/01/2020</td>
</tr>
</tbody>
</table>
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION
Return in Sealed Envelope

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.

Reference 1
<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Farmington Regional Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Neil Miller</td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>Parks &amp; Recreation Director</td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>801-451-0953</td>
</tr>
</tbody>
</table>

Reference 2
<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Logan City Parks &amp; Rec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Russ Atkins</td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>Logan City Parks &amp; Facilities Manager</td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>435-716-9240</td>
</tr>
</tbody>
</table>

Reference 3
<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Payson City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Karl Teemant</td>
</tr>
<tr>
<td>Contact Title/Role</td>
<td>Community Services Director</td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>801-465-6031</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>Cassie Park</td>
<td>Parks &amp; Recreation</td>
<td>Kelly Burrows, RLA</td>
</tr>
<tr>
<td>Boise Hill PT Court</td>
<td>Parks &amp; Recreation</td>
<td></td>
</tr>
</tbody>
</table>
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION

EQUAL OR EQUIVALENT REQUEST FORM

TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: FB 19-185: Hobble Creek Park Tennis/Pickleball Court Construction. 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>SUPERIOR SHELTER, MDL # 2010: STEEL BEAM</td>
<td>Americana C1010 10' x 10' Gable Roof; T&amp;G Roof Decking</td>
</tr>
<tr>
<td>GABLE MINI SHELTER, ROOF TO BE 20 GAUGE MAX RIB WITH TONGUE AND GROOVE</td>
<td></td>
</tr>
<tr>
<td>DECKING.</td>
<td></td>
</tr>
</tbody>
</table>

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

Differences between Equal or Equivalent requested and specified item:
Same

What effect does Equal or Equivalent requested have on the use of the product?
None

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: Recreation Today of Idaho, LLC
Address (City, State, Zip) 2414 E Railroad St, Nampa, ID 83687
Phone: (208) 442-9350
E-Mail michael@recloday.net
Submitted by: (Please Print) Michael Haddock
Signature: ________________

City of Boise to complete: __________________________________________

Accepted  Lelys Stracke 1/31/70
Not Accepted
Accepted as noted
Received too late By: 
TEAM QUALIFICATIONS

The Tennis & Track Company has been specializing in post-tension tennis court, pickleball court and running track installations for over 30 years. From site evaluation to final completion, The Tennis & Track Company can take your project from concept to reality. Our specialized crew utilizes only the latest industry standards to build your dream playing surface. Over 30 years' experience has enabled us to perfect every phase of construction.

Our team intends to begin immediately by acquiring a site survey so that detailed design can be evaluated and completed. During our own pre-proposal, we will be able to identify any potential areas of concerns that will addressed during design to result in a quality and functioning product.

The Tennis & Track Company has their own certified post-tension concrete crews, fence crews, surfacing crews and earthwork crews. The allows us to perform our work efficiently and run an aggressive schedule.

Together as a team we will review design, discuss options and develop proper direction for the most cost effective solution possible. The following demonstrates our pickle ball and post-tension experience.

Relevant Team Experience

Bridger Pickleball Courts
Harvey Park Cedar Hills
Bear River High School Tennis Courts
Patriot Park Pickleball Courts
Payson Memorial Park
Art Dye Pickleball Courts
Morgan Fairgrounds Sports Park

Lodestone Park
South West Regional Park
Kent Smith Memorial Park
Burgess Park
11th Avenue Park
Brigham City Pickleball Complex
Bridger Park Pickleball Courts
Logan, Utah

Completed 2018

The Bridger Park pickleball courts are the first city-owned, regulation-size pickleball courts in Logan.

Adding these courts also meant increased parking needs. Through coordination with Logan City School District, the design included shared public parking for access to the courts and the future park phases, which will include features such as a trail system, community gardens and open space. Funding for the project was limited so we helped phase the project and through value engineering identify items that the city could construct internally, including future lighting.

Client Contact
Russ Akina
Parks and Recreation Director
Logan City
(435) 716-9185
Morgan County Sports Court Project
Morgan, Utah

Completed Summer 2019

The Tennis & Track company worked with the city of Morgan, UT to develop and build four post-tensioned pickleball courts with a post tensioned tennis court at Kent Smith Park, additionally we installed 6 more post-tensioned pickleball courts at the Morgan Fairgrounds. This included a PVC coated fencing, sports lighting + equipment.

Client Contact
Bret Heiner
Public Works Director
bheiner@morgan-county.net
(801) 845-4047
Payson City Memorial Park, Payson, UT
Completed Summer 2019

This project was a design build project with the City of Payson. The Tennis and Track Company worked closely with Karl Teemant, the parks and recreation coordinator to develop a sports court with multiple uses. The projects included six individualized pickleball courts with a regulation sized basketball court and lighting throughout the entire facility.

We also assisted with parking lot upgrades, resurfacing, enhancing the natural creek and existing landscape resoration.

Client Contact
Karl Teemant
Community Services Director
Payson City
karlt@payson.org
(801) 465-6031
Elton Park Pickleball Courts, Tooele UT
Completed Summer 2019

Together with Tooele City, The Tennis and Track Company transformed an existing space with two tennis courts into six post tensioned regulation sized pickleball courts.

This project included removal of the existing tennis courts that were in poor condition and enhancing the site. Elton Park is most comparable to what Clearfield City is trying to acheive with Steed Park.

Client Contact
Terra Sherwood
Assistant Parks & Rec Director
terras@tooelecunity.org
(435) 843-2142
CLIENT REFERENCES

Shane Sorenson - City of Alpine
Burgess Park
Phone: 801.763.9862
Email: ssorenson@alpinecity.org

Russ Akina - Logan City Parks and Facilities Manager
Bridger Park Pickleball Courts
Phone: 435.716.9240
Email: russ.akina@logan.utah.org

Mike Liechty
Deputy Superintendent
Cache County School District
Ridgeline High School & Green Canyon High School
Phone: 801.792.7600
Email: mike.liechty@ccsd.org

Karl Teemant
Community Services Director
City of Payson
Phone: 801.420.0249
Email: karit@payson.org
CLIENT REFERENCES

- **Salt Lake County SW Regional Park**
  Owner: Salt Lake County
  Contact: Angelo Calacino
  ACalacino@slco.org (385) 468-1818
  New construction of (16) pickle ball courts and (1) basketball court.
  Complete with finish grade, post tensioned concrete slabs, fence, playing
  equipment and acrylic surface.
  Completed: Fall 2016

- **Lodestone Park, South Jordan, UT**
  Built 2 post tensioned concrete tennis courts, 1 PT basketball court and
  2 PT pickle Ball courts for Salt Lake County Parks complete with all fence
  and equipment. Completed in the summer of 2016.
  Contact: Project Manager: SLCO Parks and Recreation, Angelo Calacino, 385-
  468- 1818.

- **Bridger Park Pickle Ball Court Complex, Logan, UT**
  Owner: City of Logan - Contact: Russ Akina, Parks and Recreation
  Director
  (435) 757-7399
  Built (8) post tensioned pickle ball courts complete with fence, surface
  and equipment.
  Completed in Spring of 2018

- **Patriot Park, Saratoga Springs, UT**
  Owner: City of Saratoga Springs - Contact: Mark Edwards, Public Works
  Director
  (801) 592-6883
  Built (8) post tensioned concrete pickle ball courts complete with fence, surface
  and equipment.
  Completed in spring 2019
CLIENT REFERENCES

- **Art Dye Park, American Fork, UT**
  Owner: City of American Fork - Contact: Derric Rykert, Parks and Rec Director (801) 763-3084
  Built (6) post tensioned pickle ball courts complete with fence, surface and equipment.
  Completed in spring of 2018

- **Kent Smith Memorial Park and Fairgrounds Sports Park, Morgan, UT**
  Owner: City of Morgan - Contact: Bret Heiner, Public Works (801) 821-1475
  We built (4) post tensioned pickle ball courts and (1) tennis court in each park complete with all fencing, court surface, lighting, equipment, grading and landscape restoration.
  Completed the project in summer of 2019

- **Nibley Ander Park, Nibley, UT**
  Owner: City of Nibley - Contact: Justin Maughan, Public Works (435) 770-0727
  We built (2) pickle ball courts and (1) tennis court all post tensioned concrete complete with fence, surface, equipment, grading and landscape restoration.
  Completed in spring of 2019

- **11th Ave Park, SLC, UT**
  Owner: Salt Lake City, UT - Contact: Ron Salisbury, SLC Engineering (801) 535-6157
  Built (6) post tensioned concrete tennis courts and (6) pickle ball courts complete with all fencing, court surface and equipment.
  Completed in spring of 2017

- **Pioneer Park, Brigham City, UT**
  Owner: Brigham City - Contact: Christi Wolford, Community Services Director (435) 734-6606
  We built (13) pickle ball courts in two separate phases - first (6) courts in 2015 and the remaining (7) courts in 2017 complete with fence surface and equipment.
State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

001476 - A - 4
04/23/2009
License Number
Original License Issued

Categories: 02310, 02740, 02790, 02810, 02820, 03300

This is to certify that
THE TENNIS & TRACK COMPANY DBA THE TENNIS COMPANY
has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 06/30/2020

[Signature]
Licensor Signature

[Signature]
Chris L. Jensen, Administrator
THE IDAHO CONTRACTORS BOARD

Certifies That

THE TENNIS AND TRACK CO / THE TENNIS COMPANY

Registration No: RCE-27979
Subject to Annual Renewal

having fulfilled all the requirements of the Laws of Idaho and possessing the prescribed qualifications, is hereby authorized to practice as a

CONTRACTING BUSINESS
within the State of Idaho

Bureau of Occupational Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as an
REGISTERED ENTITY CONTRACTOR

THE TENNIS AND TRACK CO DBA THE TENNIS COMPANY
LEE RENNER, ET AL.
3096 S DAVIS DR.
SALT LAKE CITY UT 84115

Kelley Packer
Chief, B.O.L.
RCE-27979
Number
05/12/2020
Expires

IN TESTIMONY WHEREOF, I have here unto put my hand and affixed the Official Seal of the Bureau of Occupational Licenses at Boise, Idaho, this 12th day of May, A.D. 2009

Tama Coley
Chief, Bureau of Occupational Licenses

STATE OF IDAHO CONTRACTORS BOARD
AIA Document A310™- 2010 Bid Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR
(Name, legal status and address):
The Tennis and Track Company
3096 S. Davis Drive, Suite A
Salt Lake City, UT 84115

OWNER
(Name, legal status and address):
Boise City Purchasing Office
150 North Capitol Blvd.
Boise, ID 83702

SURETY
(Name, legal status and principal place of business):
Federal Insurance Company
202B Halls Mill Rd., PO Box 1650
Whitehouse Station, NJ 08889-1650

PROJECT
(Name, location or address, and Project number, if any)
FB 19-185: Hobble Creek Park Tennis/Pickleball Court Construction, 6050 North Park Meadow Way, Boise, ID 83702

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A310™-2010.
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of February, 2020

The Tennis and Track Company

By: [Signature]
(Principal)

[Title]

(Corporate Seal)

Federal Insurance Company

By: [Signature]
(Attorney-in-Fact) Jeffrey M. Wilson

(Corporate Seal)
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation; VIGILANT INSURANCE COMPANY, a New York corporation; and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Frei, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Reid Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana, each as their true and lawful Attorney in Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as may be thereon or otherwise, bonds and ordinances and other writings obligatory in the nature thereof (rather than full bonds given or executed in the course of business, and any instruments annexed or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or ordinances.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

[Signatures]

Dawn M. Childress, Assistant Secretary

Stephan Whitney, Vice President

STATE OF NEW JERSEY

County of Hudson

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Childress, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Childress, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in good form's presence.

Notary Seal

[Signature]

Rose Curtis
Notary Public

CERTIFICATION

Resolution adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

Resolution 3128: That the following authorities refer to the execution, for and on behalf of the Company, bonds, ordinances, resolutions, contracts and other written instruments of the Company entered into or in the ordinary course of business within the judicial Services.

1. Each of the Company's subsidiaries is hereby authorized to execute any written instrument for and on behalf of the Company, under the seal of the Company, or otherwise, as the case, of the Company's subsidiaries.

2. Each of the Company's subsidiaries is hereby authorized to execute any written instrument for and on behalf of the Company, under the seal of the Company, or otherwise, as the case, of the Company's subsidiaries.

3. Each of the Company's subsidiaries is hereby authorized to execute any written instrument for and on behalf of the Company, under the seal of the Company, or otherwise, as the case, of the Company's subsidiaries.

4. Each of the Company's subsidiaries is hereby authorized to execute any written instrument for and on behalf of the Company, under the seal of the Company, or otherwise, as the case, of the Company's subsidiaries.

5. Each of the Company's subsidiaries is hereby authorized to execute any written instrument for and on behalf of the Company, under the seal of the Company, or otherwise, as the case, of the Company's subsidiaries.

FURTHER RESOLVED: That the foregoing Resolution shall be deemed to authorize the execution of powers and authority of officers, employees, and other persons, to act as an agent of the Company, and such Resolution shall in the event of the loss, destruction, or otherwise, to the Company, may be executed by such additional officers of the Company, or otherwise, as the case, of the Company's subsidiaries.

I, Dawn M. Childress, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") hereby certify that:

(i) the foregoing Resolution is true, correct and in full force and effect;

(ii) the foregoing Resolution of Power of Attorney is true, correct and in full force and effect.

Given under my hand and seal of said Companies at Whitehouse Station, N.J., this February 3, 2020.

[Signature]

Dawn M. Childress, Assistant Secretary

Packet Pg. 370
**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.

The general contractor shall demonstrate compliance with this requirement by listing their valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid/proposal form.

**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 MUST be provided

(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</th>
<th>Electrician License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Plumbing**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor's License Number</th>
<th>Plumbing License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**HVAC**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Idaho Public Works Contractor's License Number</th>
<th>HVAC License#</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION
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
_________________________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

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

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.

Principal

Surety

Seal

By
FB 19-185
HOBBLE CREEK PARK TENNIS/Pickleball COURT CONSTRUCTION

1/8/2020
The City of Boise, Idaho, invites you to submit a sealed Bid/Proposal for:

FB 19-185: Hobble Creek Park Tennis/Pickleball Court Construction

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:

From contractors pre-qualified through RFQ 19-185 Hobble Creek Park Tennis/Pickleball Court Construction: Demo 2 existing asphalt tennis courts including: fencing, net posts, associated asphalt/concrete and landscaping at Hobble Creek Park. Then, construct 2 new complete post tension concrete tennis courts and 12 new complete post tension concrete Pickleball courts, including fencing, gates, net posts, netting, court surfacing, concrete flat work, site amenities and landscape improvements. All work to be in accordance with project plans and specifications.

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 Pre-Bid Meeting will be held on January 28, 2020 at 2:30pm located at Hobble Creek Park, 6050 N Park Meadow Way, Boise, Idaho.

<table>
<thead>
<tr>
<th>IMPORTANT DATES</th>
<th>DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Meeting</td>
<td>January 28, 2020 at 2:30pm, Local Time</td>
</tr>
<tr>
<td>&quot;Equal or Equivalent&quot; Requests Due</td>
<td>January 30, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Questions &amp; Clarification Due</td>
<td>January 30, 2020 at 5:00pm, Local Time</td>
</tr>
<tr>
<td>Bids/Proposals Due</td>
<td>February 5, 2020 at 11:30am, 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
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 Project Title (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 19-185: Hobble Creek Park Tennis/Pickleball Court Construction", 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.

- 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.
FB 19-185
HOBBLE CREEK PARK TENNIS/Pickleball Court Construction

The City, to the extent allowed by law and in accordance with these instructions, will
honor a designation of non-disclosure. 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 30, 2020 at 5:00pm, Local Time</td>
</tr>
</tbody>
</table>
| Bid/Proposal Specification Protest request to be submitted no later than three (3) working days prior to bid/proposal opening date | Request that protest be submitted no later than three (3) working days prior to bid/proposal opening date, noon local Time

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. Capital Blvd
Boise ID 83702
Fax: 208-384-3995
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 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.

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

2.13 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.

2.14 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 to Idaho's Reciprocal Preference Law, Idaho Code § 67-2349.
Reciprocal Preference Information: https://www.naspo.org/reciprocity

Note: Click on state of ID

2.15 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;
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION

- 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: cmillan@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.

2.16 Payments and Billings
The Awarded Bidder will submit all Invoices to:

City of Boise
Parks and Recreation Department
1104 Royal Blvd
Boise, ID 83706
Attn: Kelly Burrows

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

2.17 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.

2.18 Delivery:
All costs must include delivery charges.

2.19 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.
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION

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.

2.20 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 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.

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.

3.1.14 **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.

3.1.15 **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 19-185: Hobble Creek Park Tennis/Pickleball Court Construction.

3.1.16 **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.
3.1.17 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.

3.1.18 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.

3.1.19 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.

3.1.20 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.
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION

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 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 Parks and Recreation Department's 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 $100, unless otherwise provided under "Special Provisions" if present.

Execution of the Contract under these specifications will constitute agreement by the Owner and Contractor that $100 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 Parks and Recreation Department's representative will have the right to increase the number of calendar days or not, as Boise Parks and Recreation Department's representative may deem best to serve the interest of the Owner, and if Boise Parks and Recreation Department's representative decides to increase the said number of working days, Boise Parks and Recreation Department's 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 Parks and Recreation Department's 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 Parks and Recreation Department's Representative in writing of the causes of delay within five (5) days from the beginning of any such delay. The Boise Parks and Recreation Department's 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 Parks and Recreation Department's 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.
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
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION

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.
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION

PROJECT INFORMATION AND SPECIFICATIONS
Project to be a 90-day contract. Work to begin as soon as all permits are obtained. See attached plans and specifications.

PROJECT SPECIAL INSTRUCTIONS
Parks and Recreation will submit and pay for the Building and or Grading and Drainage permits which will include the Erosion and Sediment Control Plans (ESC). Contractor shall coordinate with project manager to provide required information to finalize building permit including contractor information, contractor registration number, responsible person for ESC, etc. Contractor responsible to pick up permit, display required notices, and schedule all permit inspections.

Contractor will secure and pay for all other permits, fees, and licenses and schedule all inspections. Other permits may include trade permits, Right-of-Way permits, etc.

Parks and Recreation will pay for third party inspections. Contractor is responsible for coordinating inspections with provided inspection company.

The Contractor is required to adhere to the Boise City Erosion and Sediment Control Ordinance. This includes adhering to all construction related requirements of the Responsible Person.

When required, contractor will be responsible to submit a Notice of Intent /Notice of Termination or Low Erosivity Waiver with the EPA. Contractor is responsible to perform inspections as required, maintain and correct BMP's, and provide inspection reports to project manager.

All work shall conform to all city and other governing agencies regulations.

The contractor must conduct work, including staging of materials and equipment between the hours of 7:00 am and 6:30 pm on weekdays and 8:00 am and 6:30 pm on weekends.

The Contractor shall schedule all work under this contract to be a sustained and concerted effort to complete the project within the allotted time. A project construction schedule specific to the line item tasks shall be completed by the Contractor prior to beginning work on the project. The aforementioned construction schedule must be presented to and approved by the Boise Parks and Recreation Park Development Coordinator prior to construction start up.

The Contractor shall be responsible for the coordination with Dig Line and Boise Parks and Recreation Department staff to locate all existing utilities, irrigation heads, mainlines, and valve/controller wires. Any damage to marked utilities or damage to utilities due to lack of coordination shall be repaired at the Contractor's expense. Irrigation laterals cannot be located, any damage to irrigation laterals shall be repaired to match existing conditions at the Contractor's expense.

The Contractor shall be responsible for pedestrian and vehicular safety and control within and about the work site. Special care shall be taken to ensure temporary
warning signage is placed in both directions of path and/or street travel. The Contractor shall obtain all permits and bonds required by any/all pertinent agencies and shall provide all necessary warning devices, barricades, signage and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. Contractor to maintain controls in a safe condition.

The limits of construction as indicated on plans or coordinated with Boise Parks and Recreation shall be delineated on the site by temporary safety fence suitable for denying access to the construction area. Such fencing shall be considered incidental to the contract and shall be barricaded and/or fenced to deny access whenever the Contractor is away and cannot provide security for the facility. Fencing and barricades are to remain in place until final inspection has been made by the Project Coordinator. Contractor responsible to maintain the fencing and barricades in a safe condition. Contractor responsible for all maintenance within the limits of construction including irrigation, sod and trees.

It is the Contractor’s responsibility to make provision and pay for water and power necessary for work under this contract and to clean-up any spills or debris or residues created by their work.

The contractor is responsible for coordinating a construction staging and access area with Boise Parks and Recreation Park Development Manager. Contractor must keep all roadways and access points clear of project debris by sweeping or cleaning as necessary.

The contractor is responsible for damages to any and all facilities and appurtenances, plant material, underground utilities, and other improvements and must repair and/or replace any or all items damaged in a timely and acceptable manner at no cost to the Owner.

Any potential impact to trees or their root systems must be reviewed with the Boise Parks and Recreation Park Development Manager prior to work. Trees must be protected and mitigation will be required for any trees damaged or removed.

Turf repairs shall consist of utilizing a sod cutter to cut a clean edge, fine grading and laying full widths of new sod. The Contractor shall be responsible for the cost to repair any turf damage inside and outside the construction limits as a result of construction activity.

The Contractor shall become familiar with the site and its restrictions prior to bidding. The Contractor should also be familiar with all aspects of these specifications, pertinent to City Codes and the plans for this work. All tax liabilities imposed by the State Tax Commission must be met and verified prior to the release of the final payment. Attention to Idaho Code, Chapter 15, Title 63.
FB 19-185
HOBBLE CREEK PARK TENNIS/PICKLEBALL COURT CONSTRUCTION

EQUAL OR EQUIVALENT REQUESTS

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 30, 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.**
CITY OF BOISE
HOBBLE CREEK PARK TENNIS/Pickleball Court Construction
Request for Formal Bid Construction

FB 19-185
HOBBLE CREEK PARK TENNIS/Pickleball COURT CONSTRUCTION

Addenda
1. x Received
2. x Received
3. 
4. 
5. 
6. 

Rev 5.18
### TABLE OF CONTENTS

<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>
<td>10</td>
</tr>
<tr>
<td>Work Conditions</td>
<td>13</td>
</tr>
<tr>
<td>Project Information</td>
<td>20</td>
</tr>
<tr>
<td>Equal or Equivalent Information</td>
<td>22</td>
</tr>
<tr>
<td>Equal or Equivalent Request Form</td>
<td>23</td>
</tr>
<tr>
<td>Bid Proposal Signature Page</td>
<td>24</td>
</tr>
<tr>
<td>Bid Proposal</td>
<td>25</td>
</tr>
<tr>
<td>References</td>
<td>27</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>29</td>
</tr>
<tr>
<td>Sample Contract</td>
<td>30</td>
</tr>
<tr>
<td>Technical Specifications</td>
<td>Attachment 1</td>
</tr>
<tr>
<td>Drawings</td>
<td>Attachment 2</td>
</tr>
<tr>
<td>Post Design</td>
<td>Attachment 3</td>
</tr>
<tr>
<td>Fence Details</td>
<td>Attachment 4</td>
</tr>
<tr>
<td>Irrigation Layout</td>
<td>Attachment 5</td>
</tr>
</tbody>
</table>
TO: Mayor and Council  
FROM: Colin Millar, Purchasing  
NUMBER: RES-93-20  
DATE: March 2, 2020  
SUBJECT: FB 20-188; Overhead Street Light Replacement w/LED Fixtures; Alloway Electric; NTE $244,000

BACKGROUND:
The City of Boise Public Works Department solicited proposals from qualified contractors to replace existing high-pressure sodium lights with Light Emitting Diode (LED) fixtures, and other related work.

Low bid was based on estimated quantities, the contract reflects the allotted budget amount for overhead streetlight replacement of $244,000.00, work to be completed as needed and only as directed by the City.

BID RESULTS:
The bids were opened February 12, 2020, at 1:30 p.m. local time. Thirty-two (32) companies received plan sets and were entered on the plan holders list. Three (3) bids were received.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alloway Electric Co., Inc.</td>
<td>$188,444.00</td>
</tr>
<tr>
<td>Quality Electric, Inc.</td>
<td>$209,155.00</td>
</tr>
<tr>
<td>Anderson &amp; Wood Construction Co., Inc.</td>
<td>$313,690.61</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$225,000.00</td>
</tr>
</tbody>
</table>

Public Works staff has reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder, Alloway Electric Co., Inc., has been contacted by Public Works staff and indicated that they would like to proceed with the project.
CITY OF BOISE

RECOMMENDATION:

Finance and Administration and Public Works Department staff recommend that FB 20-188 is awarded to the lowest responsive bidder, Alloway Electric Co., Inc., not to exceed $244,000.00. Award of this contract is subject to compliance with requirements.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 20-188 Project Manual  (PDF)
- FB 20-188 Addendum 1  (PDF)
- FB 20-188 Alloway Electric Co., Inc.-bid  (PDF)
- FB 20-188 Contract  (PDF)
A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-188; OVERHEAD STREET LIGHT REPLACEMENT W/LED FIXTURES - 2020, CLP 199, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND ALLOWAY ELECTRIC 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 20-188: Overhead Street Light Replacement w/LED Fixtures - 2020, CLP 199, to the lowest, responsive bidder, Alloway Electric 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 20-188: Overhead Street Light Replacement w/LED Fixtures - 2020, CLP 199 by and between the city of Boise City and Alloway Electric 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 20-188

(CL-P-200)

Overhead Street Light Replacement
with Light Emitting Diode (LED) Fixtures - 2020

BOISE CITY
DEPARTMENT OF PUBLIC WORKS
2020
CITY OF BOISE

BOISE, IDAHO

FORMAL BID 20-188

Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020

CLP-200

BOISE CITY

DEPARTMENT OF PUBLIC WORKS

2020

(CLP-200)
BOISE CITY

(CL&P-200)

FB 20-188

PROJECT MANUAL – TABLE OF CONTENTS

BID

00030 – Advertisement for Bids
00050 – Bidder’s Checklist
00100 – Instructions to Bidders
00300 – Bid Form with Bid Schedule
00410 – Bid Bond
00430 – Naming of Subcontractors Form

CONTRACT

00500 – Standard Form of Agreement Between Owner and Contractor
00610 – Performance Bond
00620 – Payment Bond
00630 – Contractor’s Affidavit Concerning Taxes

00815 – BOISE CITY STANDARD REVISIONS FOR ISPWC DIVISION 1102

00820 – GENERAL INFORMATION AND SPECIAL PROVISIONS

APPENDIX 'A'

APPENDIX 'B'

APPENDIX 'C'

APPENDIX 'D'

APPENDIX 'E'
ADVERTISEMENT FOR BIDS
(CLP-200)
FB 20-188

PROJECT TITLE: OVERHEAD STREET LIGHT REPLACEMENT WITH LIGHT EMITTING DIODE (LED) FIXTURES - 2020

Separate SEALED BIDS for replacement of existing high pressure sodium lights with Light Emitting Diode (LED) fixtures in various locations within Boise City Limits in the Boise City Service Area, Ada County, Idaho and other related work as set forth in the Contract documents for FB 20-188 (CLP-200), Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020, will be received by Boise City at the Department of Finance and Administration, Purchasing Office, City Hall, 150 N. Capitol, Boise, ID, until 1:30 P.M. LOCAL TIME ON FEBRUARY 12, 2020, and then at said office publicly opened and read aloud.

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 work involves the replacement of existing high pressure sodium lights with Light Emitting Diode (LED) fixtures, 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 on forms supplied by the City. Bid packets are available online at DemandStar and BidNet. To register for DemandStar and BidNet go to the City of Boise website (www.cityofboise.org) and click on Purchasing for a registration link. If you register with DemandStar and BidNet, you can download bid documents at no charge. Bid documents can also be obtained on CD at the purchasing Office, Boise City Hall, 150 North Capitol Blvd, Boise, Idaho. If you have questions, contact Purchasing at 208/972-8136.

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 29, 2020
BIDDER’S CHECK LIST

FB 20-188

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 and 1 (one) copy 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)
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1 – DEFINED TERMS</td>
<td>00100 – 1</td>
</tr>
<tr>
<td>ARTICLE 2 – COPIES OF BIDDING DOCUMENTS</td>
<td>00100 – 1</td>
</tr>
<tr>
<td>ARTICLE 3 – QUALIFICATIONS OF BIDDERS</td>
<td>00100 – 1</td>
</tr>
<tr>
<td>ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, &amp; SITE</td>
<td>00100 – 2</td>
</tr>
<tr>
<td>ARTICLE 5 – PRE-BID CONFERENCE</td>
<td>00100 – 4</td>
</tr>
<tr>
<td>ARTICLE 6 – SITE AND OTHER AREAS</td>
<td>00100 – 4</td>
</tr>
<tr>
<td>ARTICLE 7 – INTERPRETATIONS, ADDENDA AND PROTEST PROCESS</td>
<td>00100 – 4</td>
</tr>
<tr>
<td>ARTICLE 8 – BID SECURITY</td>
<td>00100 – 4</td>
</tr>
<tr>
<td>ARTICLE 9 – CONTRACT TIMES</td>
<td>00100 – 5</td>
</tr>
<tr>
<td>ARTICLE 10 – LIQUIDATED DAMAGES</td>
<td>00100 – 5</td>
</tr>
<tr>
<td>ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS</td>
<td>00100 – 5</td>
</tr>
<tr>
<td>ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS</td>
<td>00100 – 5</td>
</tr>
<tr>
<td>ARTICLE 13 – PREPARATION OF BID</td>
<td>00100 – 6</td>
</tr>
<tr>
<td>ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS</td>
<td>00100 – 6</td>
</tr>
<tr>
<td>ARTICLE 15 – SUBMITTAL OF BID</td>
<td>00100 – 7</td>
</tr>
<tr>
<td>ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID</td>
<td>00100 – 7</td>
</tr>
<tr>
<td>ARTICLE 17 – OPENING OF BIDS</td>
<td>00100 – 7</td>
</tr>
<tr>
<td>ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE</td>
<td>00100 – 8</td>
</tr>
<tr>
<td>ARTICLE 19 – AWARD OF CONTRACT</td>
<td>00100 – 8</td>
</tr>
<tr>
<td>ARTICLE 20 – CONTRACT SECURITY AND INSURANCE</td>
<td>00100 – 9</td>
</tr>
<tr>
<td>ARTICLE 21 – SIGNING OF AGREEMENT</td>
<td>00100 – 9</td>
</tr>
<tr>
<td>ARTICLE 22 – SALES AND USE TAXES</td>
<td>00100 – 9</td>
</tr>
<tr>
<td>ARTICLE 23 – RETAINAGE</td>
<td>00100 – 9</td>
</tr>
<tr>
<td>ARTICLE 24 – CONTRACT TO BE ASSIGNED</td>
<td>00100 – 9</td>
</tr>
<tr>
<td>ARTICLE 25 – PARTNERING</td>
<td>00100 – 9</td>
</tr>
<tr>
<td>ARTICLE 26 – MISCELLANEOUS PROVISIONS</td>
<td>00100 – 9</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS, FB 20-188

ARTICLE 1 – DEFINED TERMS

1.01 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

2.01 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.

2.02 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.

2.03 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

3.01 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.

3.02 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

4.01 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.

4.02 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.

4.03 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.

4.04 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.

4.05 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.

4.06 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.

4.07 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.

4.08 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

7.01 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.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.03 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.

7.04 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

8.01 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.

8.02 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.

8.03 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 (NO SUBSTITUTIONS ALLOWED)

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 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.

12.02 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.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.04 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.
12.05 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.

N/A

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Boise City issuing office.

13.02 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.

13.03 All names shall be typed or printed in ink in the space provided.

13.04 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.05 The Bidder address and telephone number for communications regarding the Bid shall be shown.

13.06 Submit one original of the Bid.

13.07 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

14.01 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.

14.02 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

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid form, naming of subcontractors form, and the Bid Bond form. The unbound copy of 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.

15.02 A Bid and 1 (one) copy 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

19.01 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.

19.02 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.

19.03 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.

19.04 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.

19.05 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.
19.06 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.

Within seven days thereafter, OWNER shall deliver one 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

26.01 Public Records

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, 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.

26.02 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.
PROJECT IDENTIFICATION:

Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020 - (CLP-200)

CONTRACT IDENTIFICATION AND NUMBER:

Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020 –FB 20-188, (CLP-200)

THIS BID IS SUBMITTED TO:

DELIVER TO: MAIL TO:
Purchasing Office Purchasing Office
Boise City Dept. of Finance & Administration Boise City Dept. of Finance & Administration
150 N. Capitol Blvd. PO Box 500
Boise, ID 83702 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>
<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.

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 20-188, 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 five (5) 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>1103.4.1.A.1</td>
<td>Construction Traffic Control</td>
<td>1</td>
<td>L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000.4.1.A.1</td>
<td>LED Replacement/Conversion - Fixture Group 1 (Bid on one only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. LEOTEK Leotek Jr Bronze</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Eaton Archeon Small Bronze</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000.4.1.B.1</td>
<td>Adaptor Arms for Shoebox Fixtures</td>
<td></td>
<td></td>
<td></td>
<td></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:** ____________________________________________________________

**Total Bid - All Items Combined**
PENAL SUM FORM

BID BOND, FB 20-188

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 20-188, CLP-200: Involves the replacement of existing high pressure sodium lights into Light
Emmitting Diode (LED) fixtures, and other related work. The Project is in various locations within Boise City Limits, in
the Boise City Service Area, Ada County, Idaho.

BOND

BOND NUMBER: ________________________________
DATE (Not later than Bid due date): ________________________________

PENAL SUM: ________________________________  
(Word)     (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      SURETY
________________________________________(Seal)  _________________________________________(Seal)
Bidder’s Name and Corporate Seal       Surety’s Name and Corporate Seal
By: __________________________________________ By: __________________________________________
Signature and Title                    Signature and Title (Attach Power of Attorney)

Attest: ________________________________________ Attest:________________________________________
Signature and Title                    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.

**BIDDER NAME:** ____________________________

**EMAIL:** ________________________________  **PHONE:** ____________________________

<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></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HVAC:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ELECTRICAL:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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: Involves the replacement of existing high pressure sodium lights into Light Emitting Diode (LED) fixtures, and other related work. The Project is in various locations within Boise City Limits, in 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: Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020 (CLP-200), FB 20-188.

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

4.01 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.

4.02 Days to Achieve Substantial Completion and Final Payment

A. Notice to Proceed will be issued after Contractor obtains light fixtures. The Work shall be substantially completed within ONE HUNDRED SEVENTY-FIVE (175) 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 within ONE HUNDRED EIGHTY (180) DAYS after the date when the Contract Times commence to run.

B. Milestone: N/A

4.03 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

5.01 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

6.01 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.

6.02 Progress Payments; Retainage

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. 95% of Work completed (with the balance being retainage); and

   b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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.

6.03 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. **DOES NOT APPLY**

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**

8.01 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

9.01 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. Special Provisions;
   9. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached);
   10. Drawings consisting of sheets numbered N/A through N/A, inclusive, with each sheet bearing the following general title: N/A
   11. Addenda (numbers ____ to ____, inclusive);
   12. Exhibits to this Agreement (enumerated as follows):
      
      CONTRACTOR’s Bid;
      CONTRACTOR’s Affidavit Concerning Taxes;

   13. 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

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 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.

10.03 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.

10.04 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.

10.05 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 disability.
CONTRACTOR

By: ____________________________________________

Name: ____________________________________________

(please type)

Address: ____________________________________________

____________________________________________________

Fed. Taxpayer I.D. #____________________________________

OWNER: (seal)

ACKNOWLEDGEMENT

FB 20-188
Public Works Project #CLP-200

STATE OF IDAHO ____________)
COUNTY OF _______________)

On this __________ day of ________________________________, before me the undersigned personally appeared ________________________________, sworn to me to be the ____________________________ of ________________________________, 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 20-188
Public Works Project #CLP-200

APPROVED AS TO FORM AND CONTENT

____________________________________________
PUBLIC WORKS

____________________________________________
PURCHASING MANAGER

____________________________________________
LEGAL

____________________________________________
RISK MANAGEMENT

BOISE CITY

By: ______________________________________
Lauren McLean, Mayor

ATTEST:

$ _________________________________________
Not to Exceed - Contract Amount

By: ________________________________________
City Clerk
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): Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020, (CLP-200), in various locations within Boise City Limits, in the Boise City Service Area, Ada County, Idaho, FB 20-188.

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    SURETY

Company:                                  (Corp. Seal)  Company:                                       (Corp. Seal)

Signature: _______________________________ Signature: ____________________________________

Name and Title      Name and Title (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

__________________________ ____________________________
CONTRACTOR AS PRINCIPAL    SURETY

Company:                                  (Corp. Seal)  Company:                                       (Corp. Seal)

Signature: _______________________________ Signature: ____________________________________

Name and Title      Name and Title (Attach Power of Attorney)

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 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 liability, 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 and Administration Office
PO Box 500
Boise, ID 83701

CONTRACT
Date: ___________________________________ Amount: ________________________________

Description (Name and Location): Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020, (CLP-200), in various locations within Boise City Limits, in the Boise City Service Area, Ada County, Idaho, FB 20-188.

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.)

SURETY
Company: ___________________________________ (Corp. Seal)
Signature: ___________________________________
Name and Title (Attach Power of Attorney)

CONTRACTOR AS PRINCIPAL
Company: ___________________________________ (Corp. Seal)
Signature: ___________________________________
Name and Title

SURETY
Company: ___________________________________ (Corp. Seal)
Signature: ___________________________________
Name and Title (Attach Power or Attorney)

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 ________________) ss.
COUNTY OF ______________) )

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

Attachment: FB 20-188 Project Manual (RES-93-20 : FB 20-188; Overhead Street Light Replacement w/LED Fixtures; Alloway Electric; NTE
BOISE CITY
STANDARD REVISIONS
FOR ISPWC DIVISION 1102
STREET LIGHTS

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 Attachment A 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 Valspar Anti-Rust gloss, oil enamel paint, base #4, #49437: mixture formula: 114-1Y29.44, 101-4Y42.9, 103-4Y14.55. Color designate for Antique is DGRG, for Continental it is RAL 6009.

D. Additional pole requirement for historic lights installed within the Capitol City Development Corporation (CCDC) shall be:

1. Poles shall be supplied with an 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 Attachment A 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 INSTALLATION

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 city approved listing (Attachment “A”) 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 Attachment A 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
GENERAL INFORMATION
AND
SPECIAL PROVISIONS

LED STREET LIGHT REPLACEMENT PROJECT – 2020
CLP 200

GENERAL INFORMATION

The work involves the replacement of existing high pressure sodium lights with Light Emitting Diode (LED) fixtures, and other related work. The type of existing street lights are 100 watt, 150 watt, 200 watt, 250 watt and 400 watt high pressure sodium lamps, overhead type (shoebox and cobra head), with pole heights ranging from 20 feet to 40 feet. The existing street lights to be retrofitted are located at various locations as indicated on Appendix 'B'.

All work shall conform to the requirements of the current Edition of the Idaho Standards for Public Works Construction (ISPWC), the Supplementary Conditions, the City of Boise Standard Revisions, 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 project 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 provide by the Engineer or Inspector.

The LED's listed in Appendix 'A' for installation are the only allowable LED fixtures approved for this Project. No additional substitutions "or equals" are allowed.

Traffic control and signage 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 which is to be done at night. Contractor to verify approved working hours with ACHD. Refer to Appendix 'C' for ACHD and ITD sample application forms.

SPECIAL PROVISIONS

SECTION 3000 LED CONVERSION/REPLACEMENT

PART 1 GENERAL

1.01 SCOPE

A. Provide and install light emitting Diode (LED) conversion/replacement units for full replacement of existing high pressure sodium luminaires of overhead type street lights.
lights. Utilize LED fixtures listed in Appendix 'A', following these Special Provisions.

B. Appendix 'B', following these Special Provisions, lists all conversion/replacement locations, adapters, wattage class, fixture type, fixture color, and shields if needed.

PART 2 MATERIALS

2.01 LED CONVERSION/REPLACEMENT UNITS

A. Conversion/Replacement Units

1. LED conversion/replacement units shall be in accordance with Appendix 'A', following these Special Provisions.

2. Some cobra head fixtures require adaptors for mounting as noted. Where adapters are required they shall be installed flush with the pole. **Hex screw caps of 3/8” minimum with washers and nut most likely be required for adapters. All adapters and hardware will have the same coloring as the pole.** Where lights are controlled by a common photo cell, shorting caps will be required.

3. In addition to the locations of the individual fixtures to be upgraded being listed in Appendix ‘B’, a map of the locations, Appendix ‘D’ (labeled as STREET LIGHT LOCATION EXHIBITS) is included to assist the contractor in locating the lights.

4. All light fixtures shall meet ANSI C136.15-2011, field identification using the large marker type. (3 inch square LED wattage label) See Appendix ‘E’(labeled as IDENTIFICATION MARKER DETAIL).

2.02 WARRANTY

The Contractor shall provide a full warranty covering parts and labor for any failure within one (1) year for the conversion unit. The Manufacture shall provide a ten (10) years total replacement warranty for all conversion units. The Warranty shall commence on the final acceptance date after completion of the project. A Warranty Certificate will be issued for each fixture type from Manufacture of light fixture. The certificate shall be presented by the Contractor before any light fixture replacement work begins.

2.03 DISPOSAL OF REMOVED PARTS AND/OR FIXTURES

All materials removed from the existing fixtures (including the fixtures) including, high pressure sodium bulbs, ballasts, etc., shall be recycled, or reused, to the fullest extent possible. Materials not recycled shall be properly disposed of according to current laws and regulations. All fixtures replaced by the Contractor shall become the property of the
Contractor for reuse, resale or disposal. Use Tax has been paid on Owner provided materials.

PART 3  WORKMANSHIP

3.01 The manufacturer shall provide installation training, when required, to the licensed electrician, and crew, for the installation procedure and process prior to Notice to Proceed is issued for this Project.

3.02 The Contractor shall have an Idaho Contractor's License.

3.03 All work shall be completed by, or under the direct supervision of a professional electrician licensed by the State of Idaho and shall have a minimum of 5 years' experience working on municipal street light systems.

3.04 Work supervisor shall be trained by the manufacturer for the specific installation requirements of the conversion unit supplied.

3.05 Work in public right-of-way will require permits from ACHD and ITD. All requirements for traffic control and lane closures shall be strictly followed. Cost for permits and traffic control shall be included in Bid Item 1103.4.1.A.1.

3.06 Work includes related work needed for a complete and operable installation. Advise Owner of any pre-existing issues with the street light (i.e.: no power to unit, etc).

PART 4  MEASUREMENT AND PAYMENT

4.01 Use the following unit price as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other Bid Items.

A. Measurement and payment shall be made on a per each basis for providing and installing the LED replacement/conversion unit, in its entirety, (excepting any required, adaptor arms for cobra head fixtures, or shorting caps).

**Group 1 Type Fixtures**

1. Bid Schedule Payment Reference: 3000.4.1.A.1
2. Bid Schedule Description: LED Replacement/Conversion Fixture Group 1 . . . .per Each (EA.)

B. Measurement and payment shall be made on a per each basis for providing and installing any required adapter arms for cobra head fixtures.

1. Bid Schedule Payment Reference: 3000.4.1.B.1
2. Bid Schedule Description: Adapter arms for cobra head fixtures . . . .per Each (EA.)
## APPENDIX 'A'

### LIGHT FIXTURES APPROVED FOR CLP 200 FY 2020

All light fixtures for this project must meet ANSI C136.15-2011 Field Identification using the large marker type.

(3-inch Square LED wattage label)

<table>
<thead>
<tr>
<th>MANUFACTURER</th>
<th>LUMENS</th>
<th>WATTS</th>
<th>LPW</th>
<th>PART NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eaton Archeon Small</td>
<td>4546</td>
<td>40</td>
<td>114</td>
<td>ARCH-AF24-40-D-U-T3-7030-4-10K-BZ-10X</td>
</tr>
<tr>
<td>LEOTEK GCJ2 Green Cobra</td>
<td>5020</td>
<td>45</td>
<td>112</td>
<td>GCJ2 20H MV WW 3 DB 700 WL</td>
</tr>
</tbody>
</table>

| TOTAL                         |        |       |     | 550                  |

| Tenon Adapters 8” minimum     |        | 489   |

Packet Pg. 445  Attachment: FB 20-188 Project Manual (RES-93-20 : FB 20-188: Overhead Street Light Replacement w/ LED Fixtures; Alloway Electric; NTE $244,000)
<table>
<thead>
<tr>
<th>Pole Number</th>
<th>Address</th>
<th>Adapter</th>
</tr>
</thead>
<tbody>
<tr>
<td>00221C</td>
<td>12102 W Ardyce St</td>
<td>1</td>
</tr>
<tr>
<td>00222C</td>
<td>12006 W Ardyce St</td>
<td>1</td>
</tr>
<tr>
<td>00223C</td>
<td>11934 W Ardyce St</td>
<td>1</td>
</tr>
<tr>
<td>00224C</td>
<td>11921 W Abram St</td>
<td>1</td>
</tr>
<tr>
<td>00225C</td>
<td>11990 W Abram St</td>
<td>1</td>
</tr>
<tr>
<td>00226C</td>
<td>12095 W Abram St</td>
<td>1</td>
</tr>
<tr>
<td>00227C</td>
<td>2650 N Coolwater Ave</td>
<td>1</td>
</tr>
<tr>
<td>00228C</td>
<td>2743 N Coolwater Ave</td>
<td>1</td>
</tr>
<tr>
<td>00241C</td>
<td>2898 N Linda Vista Ln</td>
<td>1</td>
</tr>
<tr>
<td>00246C</td>
<td>9507 W Woodland St</td>
<td>1</td>
</tr>
<tr>
<td>13425C</td>
<td>11349 W Abram Dr</td>
<td>1</td>
</tr>
<tr>
<td>13426C</td>
<td>11249 W Abram Dr</td>
<td>1</td>
</tr>
<tr>
<td>13767C</td>
<td>10665 W Albany Ct</td>
<td>1</td>
</tr>
<tr>
<td>13770C</td>
<td>10880 W Albany St</td>
<td>1</td>
</tr>
<tr>
<td>13776C</td>
<td>11882 W Albany Dr</td>
<td>1</td>
</tr>
<tr>
<td>13779C</td>
<td>11955 W Albany Dr</td>
<td>1</td>
</tr>
<tr>
<td>13935C</td>
<td>11832 W Alfred Dr</td>
<td>1</td>
</tr>
<tr>
<td>13953C</td>
<td>10853 W Alliance St</td>
<td>1</td>
</tr>
<tr>
<td>13954C</td>
<td>10703 W Alliance St</td>
<td>1</td>
</tr>
<tr>
<td>13956C</td>
<td>12010 W Alliance Ct</td>
<td>1</td>
</tr>
<tr>
<td>14881C</td>
<td>10223 W Ardyce st</td>
<td>1</td>
</tr>
<tr>
<td>14882C</td>
<td>11209 W Ardyce St</td>
<td>1</td>
</tr>
<tr>
<td>14883C</td>
<td>11297 W Ardyce St</td>
<td>1</td>
</tr>
<tr>
<td>14885C</td>
<td>11531 W Arlen St</td>
<td>1</td>
</tr>
<tr>
<td>14886C</td>
<td>11968 W Arch St</td>
<td>1</td>
</tr>
<tr>
<td>14887C</td>
<td>11109 W Abram Dr</td>
<td>1</td>
</tr>
<tr>
<td>14889C</td>
<td>10390 W Ardyce St</td>
<td>1</td>
</tr>
<tr>
<td>14890C</td>
<td>11831 W Arlen Dr</td>
<td>1</td>
</tr>
<tr>
<td>14891C</td>
<td>10428 W Ardyce Ct</td>
<td>1</td>
</tr>
<tr>
<td>14895C</td>
<td>11720 W Arlen St</td>
<td>1</td>
</tr>
<tr>
<td>15165C</td>
<td>877 N Aster Ave</td>
<td>1</td>
</tr>
<tr>
<td>15167C</td>
<td>973 N Aster Ave</td>
<td>1</td>
</tr>
<tr>
<td>15169C</td>
<td>1057 N Aster Ave</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pole Number</th>
<th>Address</th>
<th>Adapter</th>
</tr>
</thead>
<tbody>
<tr>
<td>15175C</td>
<td>2643 N Aster Ave</td>
<td>1</td>
</tr>
<tr>
<td>16010C</td>
<td>8533 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>16562C</td>
<td>11204 W Bluecanyon Ct</td>
<td>1</td>
</tr>
<tr>
<td>16563C</td>
<td>11276 W Bluecanyon St</td>
<td>1</td>
</tr>
<tr>
<td>19215C</td>
<td>3437 N Bryson Way</td>
<td>1</td>
</tr>
<tr>
<td>19218C</td>
<td>3902 N Bryson Way</td>
<td>1</td>
</tr>
<tr>
<td>19219C</td>
<td>3986 N Bryson Way</td>
<td>1</td>
</tr>
<tr>
<td>19221C</td>
<td>3706 N Bryson Way</td>
<td>1</td>
</tr>
<tr>
<td>19222C</td>
<td>10748 W Albany Ct</td>
<td>1</td>
</tr>
<tr>
<td>19223C</td>
<td>4454 N Buckboard Pl</td>
<td>1</td>
</tr>
<tr>
<td>19225C</td>
<td>4657 N Buckboard Ave</td>
<td>1</td>
</tr>
<tr>
<td>19226C</td>
<td>3619 N Buckboard Way</td>
<td>1</td>
</tr>
<tr>
<td>19227C</td>
<td>3515 N Buckboard Way</td>
<td>1</td>
</tr>
<tr>
<td>19228C</td>
<td>3338 N Buckboard Way</td>
<td>1</td>
</tr>
<tr>
<td>19229C</td>
<td>3248 N Buckboard Way</td>
<td>1</td>
</tr>
<tr>
<td>19233C</td>
<td>3204 N Buckboard Way</td>
<td>1</td>
</tr>
<tr>
<td>19241C</td>
<td>10973 W Bumblebee Dr</td>
<td>1</td>
</tr>
<tr>
<td>19242C</td>
<td>10847 W Bumblebee Dr</td>
<td>1</td>
</tr>
<tr>
<td>19309C</td>
<td>2970 W Burton St</td>
<td>1</td>
</tr>
<tr>
<td>19661C</td>
<td>10160 W Canterbury Dr</td>
<td>1</td>
</tr>
<tr>
<td>20765C</td>
<td>1857 N Carissa Ave</td>
<td>1</td>
</tr>
<tr>
<td>20770C</td>
<td>2255 N Carissa Pl</td>
<td>1</td>
</tr>
<tr>
<td>20771C</td>
<td>2915 N Caradoc St</td>
<td>1</td>
</tr>
<tr>
<td>20806C</td>
<td>1293 N Carissa Ave</td>
<td>1</td>
</tr>
<tr>
<td>20810C</td>
<td>1040 N Carman St</td>
<td>1</td>
</tr>
<tr>
<td>20870C</td>
<td>9667 W Cascade St</td>
<td>1</td>
</tr>
<tr>
<td>20873C</td>
<td>9786 W Cascade St</td>
<td>1</td>
</tr>
<tr>
<td>21466C</td>
<td>10992 W Charitan St</td>
<td>1</td>
</tr>
<tr>
<td>21467C</td>
<td>10866 W Charitan St</td>
<td>1</td>
</tr>
<tr>
<td>21721C</td>
<td>1300 N Christopher Pl</td>
<td>1</td>
</tr>
<tr>
<td>21805C</td>
<td>3619 N Chuckwagon Ave</td>
<td>1</td>
</tr>
<tr>
<td>21807C</td>
<td>3395 N Chuckwagon Ave</td>
<td>1</td>
</tr>
<tr>
<td>21835C</td>
<td>2863 N Citrus Pl</td>
<td>1</td>
</tr>
<tr>
<td>Pole Number</td>
<td>Address</td>
<td>Adapter</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>22226C</td>
<td>12206 W Mercedes St</td>
<td>1</td>
</tr>
<tr>
<td>23243C</td>
<td>2830 N Columbine Ave</td>
<td>1</td>
</tr>
<tr>
<td>23245C</td>
<td>2910 N Columbine Ave</td>
<td>1</td>
</tr>
<tr>
<td>23250C</td>
<td>2990 N Columbine Ave</td>
<td>1</td>
</tr>
<tr>
<td>23255C</td>
<td>3117 N Columbine Ave</td>
<td>1</td>
</tr>
<tr>
<td>23257C</td>
<td>4970 N Columbine Ave</td>
<td>1</td>
</tr>
<tr>
<td>23403C</td>
<td>3157 N Constantine St</td>
<td>1</td>
</tr>
<tr>
<td>23495C</td>
<td>9170 W Cory Ln</td>
<td>1</td>
</tr>
<tr>
<td>23496C</td>
<td>9556 W Cory Ln</td>
<td>1</td>
</tr>
<tr>
<td>23691C</td>
<td>3751 N Covered Wagon Way</td>
<td>1</td>
</tr>
<tr>
<td>23692C</td>
<td>3674 N Covered Wagon Way</td>
<td>1</td>
</tr>
<tr>
<td>23706C</td>
<td>3596 N Covered Wagon Way</td>
<td>1</td>
</tr>
<tr>
<td>23708C</td>
<td>3372 N Covered Wagon Way</td>
<td>1</td>
</tr>
<tr>
<td>23709C</td>
<td>3415 N Covered Wagon Way</td>
<td>1</td>
</tr>
<tr>
<td>24183C</td>
<td>12166 N Creswell Ave</td>
<td>1</td>
</tr>
<tr>
<td>24185C</td>
<td>5269 N Creswell Ave</td>
<td>1</td>
</tr>
<tr>
<td>24411C</td>
<td>2514 N Currant Pl</td>
<td>1</td>
</tr>
<tr>
<td>24412C</td>
<td>2566 N Currant Pl</td>
<td>1</td>
</tr>
<tr>
<td>24770C</td>
<td>11370 W Dallan Ct</td>
<td>1</td>
</tr>
<tr>
<td>24772C</td>
<td>11968 W Dallan Dr</td>
<td>1</td>
</tr>
<tr>
<td>24774C</td>
<td>11784 W Dallan Dr</td>
<td>1</td>
</tr>
<tr>
<td>24781C</td>
<td>3048 N Dalton Ln</td>
<td>1</td>
</tr>
<tr>
<td>24783C</td>
<td>1232 N Dalton Ln</td>
<td>1</td>
</tr>
<tr>
<td>24784C</td>
<td>1320 N Dalton Ln</td>
<td>1</td>
</tr>
<tr>
<td>24830C</td>
<td>1114 N Dalton Ave</td>
<td>1</td>
</tr>
<tr>
<td>24842C</td>
<td>12035 W Daniel Dr</td>
<td>1</td>
</tr>
<tr>
<td>24844C</td>
<td>11991 W Daniel Dr</td>
<td>1</td>
</tr>
<tr>
<td>24846C</td>
<td>11791 W Daniel Dr</td>
<td>1</td>
</tr>
<tr>
<td>24848C</td>
<td>11671 W Daniel Dr</td>
<td>1</td>
</tr>
<tr>
<td>24852C</td>
<td>11420 W Daniel St</td>
<td>1</td>
</tr>
<tr>
<td>24853C</td>
<td>11260 W Daniel Ct</td>
<td>1</td>
</tr>
<tr>
<td>24886C</td>
<td>10732 W Dason Ct</td>
<td>1</td>
</tr>
<tr>
<td>24890C</td>
<td>11751 W Dason Ct</td>
<td>1</td>
</tr>
<tr>
<td>Pole Number</td>
<td>Address</td>
<td>Adapter</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>27910C</td>
<td>9837 W Pattie Dr</td>
<td>1</td>
</tr>
<tr>
<td>27931C</td>
<td>10400 W Gallahad Ave</td>
<td>1</td>
</tr>
<tr>
<td>28190C</td>
<td>2920 N Gawaine St</td>
<td>1</td>
</tr>
<tr>
<td>28454C</td>
<td>11956 W Ginger Creek Dr</td>
<td>1</td>
</tr>
<tr>
<td>28456C</td>
<td>11572 W Ginger Creek Dr</td>
<td>1</td>
</tr>
<tr>
<td>28458C</td>
<td>11638 W Ginger Creek Dr</td>
<td>1</td>
</tr>
<tr>
<td>28459C</td>
<td>11747 W Ginger Creek Dr</td>
<td>1</td>
</tr>
<tr>
<td>28465C</td>
<td>9982 W Glen Ellyn St</td>
<td>1</td>
</tr>
<tr>
<td>28467C</td>
<td>9633 W Glen Ellyn St</td>
<td>1</td>
</tr>
<tr>
<td>28502C</td>
<td>10711 W Glenn Ellyn St</td>
<td>1</td>
</tr>
<tr>
<td>28503C</td>
<td>10850 W Glen Ellyn St</td>
<td>1</td>
</tr>
<tr>
<td>28504C</td>
<td>11000 W Glen Ellyn St</td>
<td>1</td>
</tr>
<tr>
<td>28505C</td>
<td>11225 W Glen Ellyn Dr</td>
<td>1</td>
</tr>
<tr>
<td>28506C</td>
<td>11245 W Glen Ellyn Dr</td>
<td>1</td>
</tr>
<tr>
<td>28507C</td>
<td>11386 W Glen Ellyn Dr</td>
<td>1</td>
</tr>
<tr>
<td>28790C</td>
<td>11298 W Goldenrod Ave</td>
<td>1</td>
</tr>
<tr>
<td>28791C</td>
<td>12090 W Goldenrod Dr</td>
<td>1</td>
</tr>
<tr>
<td>28793C</td>
<td>11725 W Goldenrod Ave</td>
<td>1</td>
</tr>
<tr>
<td>28794C</td>
<td>4424 N Shamrock St</td>
<td></td>
</tr>
<tr>
<td>28796C</td>
<td>10914 W Goldenrod Ave</td>
<td></td>
</tr>
<tr>
<td>28797C</td>
<td>11988 W Goldenrod Ave</td>
<td>1</td>
</tr>
<tr>
<td>29046C</td>
<td>10017 W Granger Ave</td>
<td>1</td>
</tr>
<tr>
<td>29247C</td>
<td>10257 W Green leaf Ct</td>
<td>1</td>
</tr>
<tr>
<td>29462C</td>
<td>10250 W Guinevere Dr</td>
<td>1</td>
</tr>
<tr>
<td>29465C</td>
<td>11845 W Gunsmoke Dr</td>
<td>1</td>
</tr>
<tr>
<td>29467C</td>
<td>11455 W Gunsmoke St</td>
<td>1</td>
</tr>
<tr>
<td>29468C</td>
<td>11669 W Gunsmoke St</td>
<td>1</td>
</tr>
<tr>
<td>29469C</td>
<td>11156 W Gunsmoke St</td>
<td>1</td>
</tr>
<tr>
<td>29661C</td>
<td>1874 N Pilgrim Ave</td>
<td>1</td>
</tr>
<tr>
<td>29662C</td>
<td>1820 N Wildwood St</td>
<td></td>
</tr>
<tr>
<td>29663C</td>
<td>10866 W Halstead Ct</td>
<td></td>
</tr>
<tr>
<td>29665C</td>
<td>9730 W Halstead Dr</td>
<td>1</td>
</tr>
<tr>
<td>29666C</td>
<td>11521 W Halstead Ave</td>
<td>1</td>
</tr>
<tr>
<td>Pole Number</td>
<td>Address</td>
<td>Adapter</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>30764C</td>
<td>10836 W Hinsdale St</td>
<td>1</td>
</tr>
<tr>
<td>30765C</td>
<td>10734 W Hinsdale St</td>
<td>1</td>
</tr>
<tr>
<td>30781C</td>
<td>11675 W Hinsdale Ct</td>
<td>1</td>
</tr>
<tr>
<td>30890C</td>
<td>9304 W Holt St</td>
<td>1</td>
</tr>
<tr>
<td>30895C</td>
<td>9954 W Holt St</td>
<td>1</td>
</tr>
<tr>
<td>31590C</td>
<td>2150 N Iris Pl</td>
<td></td>
</tr>
<tr>
<td>31591C</td>
<td>9405 W Sunflower Ln</td>
<td></td>
</tr>
<tr>
<td>31642C</td>
<td>9824 W Irving St</td>
<td>1</td>
</tr>
<tr>
<td>31643C</td>
<td>9922 W Irving St</td>
<td>1</td>
</tr>
<tr>
<td>31652C</td>
<td>8917 W Irving St</td>
<td>1</td>
</tr>
<tr>
<td>32001C</td>
<td>11499 W Jenilyn Ct</td>
<td>1</td>
</tr>
<tr>
<td>32002C</td>
<td>11609 W Jenilyn Ct</td>
<td>1</td>
</tr>
<tr>
<td>32003C</td>
<td>11689 W Jenilyn Ct</td>
<td>1</td>
</tr>
<tr>
<td>32067C</td>
<td>9976 W Jewell St</td>
<td>1</td>
</tr>
<tr>
<td>32657C</td>
<td>9392 W Preece St</td>
<td></td>
</tr>
<tr>
<td>32682C</td>
<td>1503 N Kimball St</td>
<td>1</td>
</tr>
<tr>
<td>32753C</td>
<td>10335 W King Arthur Dr</td>
<td>1</td>
</tr>
<tr>
<td>32754C</td>
<td>10235 W King Arthur Dr</td>
<td>1</td>
</tr>
<tr>
<td>32755C</td>
<td>10140 W king Arthur Dr</td>
<td>1</td>
</tr>
<tr>
<td>33393C</td>
<td>3818 N Lakegrove Way</td>
<td>1</td>
</tr>
<tr>
<td>33471C</td>
<td>10020 W Lancelot Ave</td>
<td>1</td>
</tr>
<tr>
<td>33472C</td>
<td>10560 W Lancelot Ave</td>
<td>1</td>
</tr>
<tr>
<td>33474C</td>
<td>10308 W Lancelot Ave</td>
<td>1</td>
</tr>
<tr>
<td>33476C</td>
<td>10201 W Lancelot Ave</td>
<td>1</td>
</tr>
<tr>
<td>33477C</td>
<td>9942 W Lancelot Ave</td>
<td>1</td>
</tr>
<tr>
<td>33478C</td>
<td>9896 W Lancelot Ave</td>
<td>1</td>
</tr>
<tr>
<td>33522C</td>
<td>9945 W Landmark St</td>
<td></td>
</tr>
<tr>
<td>33525C</td>
<td>9807 W Landmark St</td>
<td></td>
</tr>
<tr>
<td>33526C</td>
<td>10043 W Landmark St</td>
<td>1</td>
</tr>
<tr>
<td>33529C</td>
<td>10370 W Landmark Dr</td>
<td>1</td>
</tr>
<tr>
<td>33530C</td>
<td>10282 W Landmark Dr</td>
<td>1</td>
</tr>
<tr>
<td>34675C</td>
<td>5092 N Lena Ave</td>
<td>1</td>
</tr>
<tr>
<td>34676C</td>
<td>3297 N Lena Pl</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pole Number</th>
<th>Address</th>
<th>Adapter</th>
</tr>
</thead>
<tbody>
<tr>
<td>34677C</td>
<td>3512 N Lena Pl</td>
<td>1</td>
</tr>
<tr>
<td>34678C</td>
<td>3643 N Lena Pl</td>
<td>1</td>
</tr>
<tr>
<td>34925C</td>
<td>9675 W Lincroft St</td>
<td>1</td>
</tr>
<tr>
<td>34930C</td>
<td>9725 W Lincroft St</td>
<td>1</td>
</tr>
<tr>
<td>34945C</td>
<td>9562 N Linda Vista Ln</td>
<td>1</td>
</tr>
<tr>
<td>34946C</td>
<td>9630 W Fairview Ave</td>
<td></td>
</tr>
<tr>
<td>35651C</td>
<td>2291 N Linda Vista</td>
<td>1</td>
</tr>
<tr>
<td>35654C</td>
<td>10104 W Lupine St</td>
<td>1</td>
</tr>
<tr>
<td>35657C</td>
<td>9911 W Lupine St</td>
<td></td>
</tr>
<tr>
<td>35661C</td>
<td>10225 W Macaw Ct</td>
<td>1</td>
</tr>
<tr>
<td>35667C</td>
<td>1332 W Madelyn St</td>
<td>1</td>
</tr>
<tr>
<td>36596C</td>
<td>10880 W Marlinwood Dr</td>
<td>1</td>
</tr>
<tr>
<td>36597C</td>
<td>10960 W Marlinwood Dr</td>
<td>1</td>
</tr>
<tr>
<td>36598C</td>
<td>10850 W Marlinwood Dr</td>
<td>1</td>
</tr>
<tr>
<td>36621C</td>
<td>4584 N Marylebone Pl</td>
<td>1</td>
</tr>
<tr>
<td>36622C</td>
<td>4626 N Marylebone Pl</td>
<td>1</td>
</tr>
<tr>
<td>37291C</td>
<td>9827 W Mesquite Ct</td>
<td>1</td>
</tr>
<tr>
<td>37293C</td>
<td>9887 W Mesquite Ct</td>
<td>1</td>
</tr>
<tr>
<td>37294C</td>
<td>9998 W Mesquite Ct</td>
<td>1</td>
</tr>
<tr>
<td>37296C</td>
<td>10300 W Mesquite St</td>
<td>1</td>
</tr>
<tr>
<td>37572C</td>
<td>9810 W Lupine St</td>
<td></td>
</tr>
<tr>
<td>37574C</td>
<td>9794 W Sunflower Ln</td>
<td>1</td>
</tr>
<tr>
<td>37575C</td>
<td>9792 W Glen Ellyn St</td>
<td></td>
</tr>
<tr>
<td>37583C</td>
<td>2420 N Mitchell St</td>
<td>1</td>
</tr>
<tr>
<td>37590C</td>
<td>1050 W Mitchell St</td>
<td>1</td>
</tr>
<tr>
<td>37708C</td>
<td>11412 W Montana St</td>
<td>1</td>
</tr>
<tr>
<td>37821C</td>
<td>3571 N Frontier Way</td>
<td>1</td>
</tr>
<tr>
<td>37845C</td>
<td>2582 N Morrow Ave</td>
<td>1</td>
</tr>
<tr>
<td>37846C</td>
<td>2648 N Morrow Ave</td>
<td>1</td>
</tr>
<tr>
<td>37900C</td>
<td>2484 N Morrow Ave</td>
<td>1</td>
</tr>
<tr>
<td>37901C</td>
<td>2548 N Morrow Ave</td>
<td>1</td>
</tr>
<tr>
<td>38645C</td>
<td>2076 N Mumbarto Ave</td>
<td>1</td>
</tr>
<tr>
<td>38650C</td>
<td>1203 W Muskertavo Ave</td>
<td>1</td>
</tr>
<tr>
<td>Pole Number</td>
<td>Address</td>
<td>Adapter</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>38651C</td>
<td>11652 W Musket Ct</td>
<td>1</td>
</tr>
<tr>
<td>38652C</td>
<td>11068 W Musket St</td>
<td>1</td>
</tr>
<tr>
<td>38653C</td>
<td>10977 W Musket St</td>
<td>1</td>
</tr>
<tr>
<td>38654C</td>
<td>10926 W Musket St</td>
<td>1</td>
</tr>
<tr>
<td>38655C</td>
<td>12172 W Musket Dr</td>
<td>1</td>
</tr>
<tr>
<td>39483C</td>
<td>4763 N Nystrum Pl</td>
<td>1</td>
</tr>
<tr>
<td>39603C</td>
<td>11277 W Olympus St</td>
<td>1</td>
</tr>
<tr>
<td>41190C</td>
<td>4541 N Oxbow Pl</td>
<td></td>
</tr>
<tr>
<td>41191C</td>
<td>4657 N Oxbow Pl</td>
<td></td>
</tr>
<tr>
<td>41192C</td>
<td>4225 N Oxbow Way</td>
<td>1</td>
</tr>
<tr>
<td>41193C</td>
<td>3840 N Oxbow Way</td>
<td>1</td>
</tr>
<tr>
<td>41961C</td>
<td>11987 W Patrina Dr</td>
<td>1</td>
</tr>
<tr>
<td>42290C</td>
<td>4646 N Pennfield Pl</td>
<td>1</td>
</tr>
<tr>
<td>42295C</td>
<td>4007 N Pennfield Pl</td>
<td>1</td>
</tr>
<tr>
<td>42298C</td>
<td>4132 N Pennfield Pl</td>
<td>1</td>
</tr>
<tr>
<td>42299C</td>
<td>4750 N Pennfield Pl</td>
<td></td>
</tr>
<tr>
<td>42301C</td>
<td>2866 N Penny Royal Pl</td>
<td>1</td>
</tr>
<tr>
<td>42861C</td>
<td>1298 N Pilgrim Ave</td>
<td>1</td>
</tr>
<tr>
<td>42862C</td>
<td>1347 N Pilgrim Ave</td>
<td>1</td>
</tr>
<tr>
<td>42865C</td>
<td>1950 N Pilgrim Ave</td>
<td>1</td>
</tr>
<tr>
<td>42870C</td>
<td>2288 N Pilgrim Pl</td>
<td>1</td>
</tr>
<tr>
<td>43421C</td>
<td>11019 W Poppy St</td>
<td>1</td>
</tr>
<tr>
<td>43422C</td>
<td>10843 W Poppy St</td>
<td>1</td>
</tr>
<tr>
<td>43429C</td>
<td>9678 W Poppy St</td>
<td>1</td>
</tr>
<tr>
<td>43465C</td>
<td>10966 W Powderhorn St</td>
<td>1</td>
</tr>
<tr>
<td>43469C</td>
<td>11655 W Powderhorn Ct</td>
<td>1</td>
</tr>
<tr>
<td>43565C</td>
<td>9215 W Preece St</td>
<td>1</td>
</tr>
<tr>
<td>43580C</td>
<td>9542 W Preece Ct</td>
<td>1</td>
</tr>
<tr>
<td>43582C</td>
<td>9685 W Preece St</td>
<td>1</td>
</tr>
<tr>
<td>43735C</td>
<td>5005 W Radar Dr</td>
<td>1</td>
</tr>
<tr>
<td>43737C</td>
<td>11450 W Radar Ct</td>
<td>1</td>
</tr>
<tr>
<td>43739C</td>
<td>12105 W Rader Dr</td>
<td>1</td>
</tr>
<tr>
<td>43740C</td>
<td>11982 W Radar Dr</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pole Number</th>
<th>Address</th>
<th>Adapter</th>
</tr>
</thead>
<tbody>
<tr>
<td>43741C</td>
<td>11873 W Radar Dr</td>
<td>1</td>
</tr>
<tr>
<td>43830C</td>
<td>11638 W Ramrod Dr</td>
<td>1</td>
</tr>
<tr>
<td>43834C</td>
<td>11482 W Ramrod Dr</td>
<td>1</td>
</tr>
<tr>
<td>43847C</td>
<td>11059 W Ramrod Dr</td>
<td>1</td>
</tr>
<tr>
<td>44485C</td>
<td>10923 W Richey Ct</td>
<td>1</td>
</tr>
<tr>
<td>44486C</td>
<td>10993 W Richey Ct</td>
<td>1</td>
</tr>
<tr>
<td>44525C</td>
<td>8279 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>44526C</td>
<td>8363 W Rifleman St</td>
<td></td>
</tr>
<tr>
<td>44527C</td>
<td>8274 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>44529C</td>
<td>8310 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>44530C</td>
<td>9274 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>44531C</td>
<td>8410 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>44532C</td>
<td>8430 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>44538C</td>
<td>9682 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>44539C</td>
<td>9787 W Rifleman St</td>
<td>1</td>
</tr>
<tr>
<td>45391C</td>
<td>10070 W Sagamore Ave</td>
<td>1</td>
</tr>
<tr>
<td>45770C</td>
<td>11820 W Savage Dr</td>
<td></td>
</tr>
<tr>
<td>45775C</td>
<td>12055 W Savage Dr</td>
<td></td>
</tr>
<tr>
<td>45790C</td>
<td>11990 W Savage Dr</td>
<td></td>
</tr>
<tr>
<td>45812C</td>
<td>11351 W Secretariat Ct</td>
<td></td>
</tr>
<tr>
<td>45983C</td>
<td>2791 N Shamrock St</td>
<td>1</td>
</tr>
<tr>
<td>45985C</td>
<td>2860 N Shamrock St</td>
<td>1</td>
</tr>
<tr>
<td>45986C</td>
<td>3985 N Shamrock St</td>
<td>1</td>
</tr>
<tr>
<td>45987C</td>
<td>3312 N Shamrock Ave</td>
<td>1</td>
</tr>
<tr>
<td>45988C</td>
<td>3453 N Shamrock Ave</td>
<td>1</td>
</tr>
<tr>
<td>45989C</td>
<td>3508 N Shamrock Ave</td>
<td>1</td>
</tr>
<tr>
<td>45990C</td>
<td>4444 N Shamrock Ave</td>
<td></td>
</tr>
<tr>
<td>45993C</td>
<td>4848 N Shamrock Ave</td>
<td>1</td>
</tr>
<tr>
<td>45996C</td>
<td>2289 N Shamrock Ave</td>
<td>1</td>
</tr>
<tr>
<td>45997C</td>
<td>2193 N Shamrock Ave</td>
<td>1</td>
</tr>
<tr>
<td>45998C</td>
<td>2119 N Shamrock Ave</td>
<td>1</td>
</tr>
<tr>
<td>46290C</td>
<td>2074 N Siesta Ave</td>
<td></td>
</tr>
<tr>
<td>46307C</td>
<td>2061 N Silversage Ave</td>
<td></td>
</tr>
<tr>
<td>Pole Number</td>
<td>Address</td>
<td>Adapter</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>46308C</td>
<td>1971 N Silversage Ave</td>
<td>1</td>
</tr>
<tr>
<td>46350C</td>
<td>5343 N Skipper Ave</td>
<td>1</td>
</tr>
<tr>
<td>46448C</td>
<td>10776 W Skycrest St</td>
<td>1</td>
</tr>
<tr>
<td>46552C</td>
<td>10727 W Southwind St</td>
<td>1</td>
</tr>
<tr>
<td>46852C</td>
<td>2188 N Springfield Ave</td>
<td>1</td>
</tr>
<tr>
<td>46853C</td>
<td>2233 N Springfield Ave</td>
<td>1</td>
</tr>
<tr>
<td>47717C</td>
<td>9902 W Sunflower Ln</td>
<td>1</td>
</tr>
<tr>
<td>47718C</td>
<td>9518 W Sunflower Ln</td>
<td>1</td>
</tr>
<tr>
<td>47741C</td>
<td>2237 N Sunrise Ave</td>
<td>1</td>
</tr>
<tr>
<td>47742C</td>
<td>2211 N Sunrise Ave</td>
<td>1</td>
</tr>
<tr>
<td>47952C</td>
<td>9962 W Sussex Dr</td>
<td>1</td>
</tr>
<tr>
<td>47953C</td>
<td>9840 W Sussex Dr</td>
<td>1</td>
</tr>
<tr>
<td>47961C</td>
<td>8950 W Susan Dr</td>
<td>1</td>
</tr>
<tr>
<td>47962C</td>
<td>9292 W Susan St</td>
<td></td>
</tr>
<tr>
<td>47963C</td>
<td>9461 W Susan St</td>
<td></td>
</tr>
<tr>
<td>48228C</td>
<td>11129 W Tahiti Ct</td>
<td>1</td>
</tr>
<tr>
<td>48576C</td>
<td>4454 N Tattenham Way</td>
<td>1</td>
</tr>
<tr>
<td>48577C</td>
<td>4532 N Tattenham Way</td>
<td>1</td>
</tr>
<tr>
<td>48578C</td>
<td>4257 N Tattenham Way</td>
<td>1</td>
</tr>
<tr>
<td>48579C</td>
<td>4665 N Tattenham Way</td>
<td>1</td>
</tr>
<tr>
<td>48580C</td>
<td>4698 N Tattenham Way</td>
<td>1</td>
</tr>
<tr>
<td>48713C</td>
<td>10807 W Tidewater Ct</td>
<td>1</td>
</tr>
<tr>
<td>48715C</td>
<td>10978 W Tidewater Ct</td>
<td>1</td>
</tr>
<tr>
<td>48721C</td>
<td>10436 W Tidewater Ct</td>
<td>1</td>
</tr>
<tr>
<td>48775C</td>
<td>5459 N Hickory Tree Way</td>
<td>1</td>
</tr>
<tr>
<td>48776C</td>
<td>10926 N Treeline Ct</td>
<td>1</td>
</tr>
<tr>
<td>48777C</td>
<td>10849 N Treeline Ct</td>
<td>1</td>
</tr>
<tr>
<td>48784C</td>
<td>11018 W Treeline Dr</td>
<td>1</td>
</tr>
<tr>
<td>48785C</td>
<td>10733 W Treeline Ct</td>
<td>1</td>
</tr>
<tr>
<td>48786C</td>
<td>11128 W Treeline Dr</td>
<td>1</td>
</tr>
<tr>
<td>48789C</td>
<td>4890 N Tumbleweed Pl</td>
<td>1</td>
</tr>
<tr>
<td>48790C</td>
<td>5569 N Tumbleweed Pl</td>
<td>1</td>
</tr>
<tr>
<td>48792C</td>
<td>4707 N Tumbleweed Pl</td>
<td>1</td>
</tr>
<tr>
<td>48794C</td>
<td>3673 N Tumbleweed Pl</td>
<td>1</td>
</tr>
<tr>
<td>48795C</td>
<td>4951 N Paynton Way</td>
<td>1</td>
</tr>
<tr>
<td>48796C</td>
<td>3847 N Tumbleweed Pl</td>
<td>1</td>
</tr>
<tr>
<td>48799C</td>
<td>3484 N Tumbleweed Ave</td>
<td>1</td>
</tr>
<tr>
<td>48805C</td>
<td>9897 W Tudor Dr</td>
<td>1</td>
</tr>
<tr>
<td>48806C</td>
<td>10035 W Tudor Dr</td>
<td>1</td>
</tr>
<tr>
<td>48807C</td>
<td>10105 W Tudor Dr</td>
<td>1</td>
</tr>
<tr>
<td>48808C</td>
<td>9118 W Tudor Ct</td>
<td>1</td>
</tr>
<tr>
<td>49565C</td>
<td>11612 W Violet Ct</td>
<td>1</td>
</tr>
<tr>
<td>49567C</td>
<td>11531 W Violet Ct</td>
<td>1</td>
</tr>
<tr>
<td>49570C</td>
<td>11755 W Violet Dr</td>
<td>1</td>
</tr>
<tr>
<td>50215C</td>
<td>11071 W Wampum Dr</td>
<td>1</td>
</tr>
<tr>
<td>50824C</td>
<td>4580 N Wistera Pl</td>
<td></td>
</tr>
<tr>
<td>50825C</td>
<td>4698 N Wisteria Pl</td>
<td></td>
</tr>
<tr>
<td>50826C</td>
<td>4778 N Wisteria Pl</td>
<td></td>
</tr>
<tr>
<td>50828C</td>
<td>4408 N Wisteria Pl</td>
<td></td>
</tr>
<tr>
<td>51135C</td>
<td>2781 N Wildwood St</td>
<td>1</td>
</tr>
<tr>
<td>51136C</td>
<td>10847 W Bumblebee Dr</td>
<td>1</td>
</tr>
<tr>
<td>51137C</td>
<td>2325 N Wildwood St</td>
<td>1</td>
</tr>
<tr>
<td>51162C</td>
<td>10654 W Wildrose Ct</td>
<td>1</td>
</tr>
<tr>
<td>51175C</td>
<td>2649 N Wildwood St</td>
<td>1</td>
</tr>
<tr>
<td>51585C</td>
<td>9785 W Woodchuck Ln</td>
<td>1</td>
</tr>
<tr>
<td>51590C</td>
<td>11389 W Woodhaven Ct</td>
<td></td>
</tr>
<tr>
<td>51595C</td>
<td>9783 W Woodlawn Ln</td>
<td></td>
</tr>
<tr>
<td>51868C</td>
<td>1872 N Yonkers Ave</td>
<td></td>
</tr>
<tr>
<td>51869C</td>
<td>9265 W Sunflower Ln</td>
<td></td>
</tr>
<tr>
<td>51875C</td>
<td>4626 N Zimri Pl</td>
<td></td>
</tr>
<tr>
<td>52641C</td>
<td>2245 N Siesta Way</td>
<td>1</td>
</tr>
<tr>
<td>52649C</td>
<td>4103 N Oxbow Way</td>
<td>1</td>
</tr>
<tr>
<td>52650C</td>
<td>11053 W Cartridge St</td>
<td>1</td>
</tr>
<tr>
<td>52655C</td>
<td>2013 N Cribbens St</td>
<td>1</td>
</tr>
<tr>
<td>52668C</td>
<td>9619 W Canterbury Dr</td>
<td>1</td>
</tr>
<tr>
<td>52669C</td>
<td>9703 W Canterbury Dr</td>
<td>1</td>
</tr>
<tr>
<td>Pole Number</td>
<td>Address</td>
<td>Adapter</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------</td>
<td>---------</td>
</tr>
<tr>
<td>54905C</td>
<td>11855 W Edna St</td>
<td>1</td>
</tr>
<tr>
<td>54906C</td>
<td>11932 W Edna St</td>
<td>1</td>
</tr>
<tr>
<td>54908C</td>
<td>4283 N Nystrom Way</td>
<td>1</td>
</tr>
<tr>
<td>54909C</td>
<td>11874 W Combs Park Dr</td>
<td>1</td>
</tr>
<tr>
<td>54910C</td>
<td>4097 N Marylebone Way</td>
<td>1</td>
</tr>
<tr>
<td>54911C</td>
<td>4193 N Marylebone Way</td>
<td>1</td>
</tr>
<tr>
<td>54912C</td>
<td>4249 N Creswell Way</td>
<td>1</td>
</tr>
<tr>
<td>54913C</td>
<td>4120 N Creswell Way</td>
<td>1</td>
</tr>
<tr>
<td>54914C</td>
<td>12090 W Combes Park Dr</td>
<td>1</td>
</tr>
<tr>
<td>54929C</td>
<td>2980 N Kimball St</td>
<td>1</td>
</tr>
<tr>
<td>54930C</td>
<td>2575 N Carissa Ave</td>
<td>1</td>
</tr>
<tr>
<td>54969C</td>
<td>11436 W Olympus Ct</td>
<td>1</td>
</tr>
<tr>
<td>54970C</td>
<td>11477 W Olympus Ct</td>
<td>1</td>
</tr>
<tr>
<td>54973C</td>
<td>11429 W Gabrielle Dr</td>
<td>1</td>
</tr>
<tr>
<td>54979C</td>
<td>11782 W Azure Dr</td>
<td>1</td>
</tr>
<tr>
<td>55099C</td>
<td>12100 W Mesquite Dr</td>
<td>1</td>
</tr>
<tr>
<td>55185C</td>
<td>3115 N Shamrock St</td>
<td>1</td>
</tr>
<tr>
<td>55186C</td>
<td>3101 N Penny Royal Pl</td>
<td>1</td>
</tr>
<tr>
<td>55254C</td>
<td>9183 W Lancelot Ct</td>
<td>1</td>
</tr>
<tr>
<td>55255C</td>
<td>9121 W Lancelot Ct</td>
<td>1</td>
</tr>
<tr>
<td>55309C</td>
<td>2142 N Coolwater Ave</td>
<td>1</td>
</tr>
<tr>
<td>55310C</td>
<td>2286 N Coolwater Ave</td>
<td>1</td>
</tr>
<tr>
<td>55311C</td>
<td>12065 W Bowmont St</td>
<td>1</td>
</tr>
<tr>
<td>55312C</td>
<td>11984 W Clover Meadow Dr</td>
<td>1</td>
</tr>
<tr>
<td>55313C</td>
<td>12129 W Clover Meadow Dr</td>
<td>1</td>
</tr>
<tr>
<td>55314C</td>
<td>2177 N Whitewater Ave</td>
<td>1</td>
</tr>
<tr>
<td>55315C</td>
<td>2190 N Fastwater Ave</td>
<td>1</td>
</tr>
<tr>
<td>55316C</td>
<td>2173 N Freewater Ave</td>
<td>1</td>
</tr>
<tr>
<td>55317C</td>
<td>2058 N Coolwater Ave</td>
<td>1</td>
</tr>
<tr>
<td>55318C</td>
<td>1535 N Travis Pl</td>
<td>1</td>
</tr>
<tr>
<td>55319C</td>
<td>1437 N Sunrise Manor Way</td>
<td>1</td>
</tr>
<tr>
<td>55320C</td>
<td>1473 N Sunrise Manor Way</td>
<td>1</td>
</tr>
<tr>
<td>55321C</td>
<td>2089 N Whitewater Ave</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pole Number</th>
<th>Address</th>
<th>Adapter</th>
</tr>
</thead>
<tbody>
<tr>
<td>55322C</td>
<td>11955 W Tidewater Dr</td>
<td>1</td>
</tr>
<tr>
<td>55323C</td>
<td>1892 N Coolwater Ave</td>
<td>1</td>
</tr>
<tr>
<td>55324C</td>
<td>11961 W Stillwater Dr</td>
<td>1</td>
</tr>
<tr>
<td>55325C</td>
<td>12040 W Stillwater Dr</td>
<td>1</td>
</tr>
<tr>
<td>55326C</td>
<td>10265 W Cory Ln</td>
<td>1</td>
</tr>
<tr>
<td>55327C</td>
<td>10355 W Glen Ellyn Ct</td>
<td>1</td>
</tr>
<tr>
<td>55328C</td>
<td>10491 W Cory St</td>
<td>1</td>
</tr>
<tr>
<td>55329C</td>
<td>9959 W Cory St</td>
<td>1</td>
</tr>
<tr>
<td>55331C</td>
<td>2322 N Hampton Ave</td>
<td>1</td>
</tr>
<tr>
<td>55332C</td>
<td>3004 W Tattenham Ave</td>
<td>1</td>
</tr>
<tr>
<td>55333C</td>
<td>10470 W Glen Ellyn Ct</td>
<td>1</td>
</tr>
<tr>
<td>55334C</td>
<td>9826 W Jewell St</td>
<td>1</td>
</tr>
<tr>
<td>55379C</td>
<td>4148 N Tattenham Way</td>
<td>1</td>
</tr>
<tr>
<td>55572C</td>
<td>9211 W Kingsgate Ct</td>
<td>1</td>
</tr>
<tr>
<td>55573C</td>
<td>9296 W Kingsgate Ct</td>
<td>1</td>
</tr>
<tr>
<td>55631C</td>
<td>11860 W Bowmont St</td>
<td>1</td>
</tr>
<tr>
<td>55632C</td>
<td>11600 W Gabrielle Ct</td>
<td>1</td>
</tr>
<tr>
<td>55633C</td>
<td>11696 W Gabrielle Ct</td>
<td>1</td>
</tr>
<tr>
<td>55634C</td>
<td>1418 N Dawn Dr</td>
<td>1</td>
</tr>
<tr>
<td>55645C</td>
<td>2784 N Morrow Pl</td>
<td>1</td>
</tr>
<tr>
<td>55691C</td>
<td>11455 W Roxbury Ct</td>
<td>1</td>
</tr>
<tr>
<td>55822C</td>
<td>4155 N Columbine St</td>
<td>1</td>
</tr>
<tr>
<td>55823C</td>
<td>10986 W Wildrose Ct</td>
<td>1</td>
</tr>
<tr>
<td>55824C</td>
<td>11354 W Musket St</td>
<td>1</td>
</tr>
<tr>
<td>55825C</td>
<td>10818 W Martinwood Dr</td>
<td>1</td>
</tr>
<tr>
<td>55826C</td>
<td>10064 W Glen Ellyn Ct</td>
<td>1</td>
</tr>
<tr>
<td>55830C</td>
<td>10373 W Lupine St</td>
<td>1</td>
</tr>
<tr>
<td>55881C</td>
<td>2928 N Wildwood St</td>
<td>1</td>
</tr>
<tr>
<td>55882C</td>
<td>1117 W Race Ct</td>
<td>1</td>
</tr>
<tr>
<td>55883C</td>
<td>11043 W Race Ct</td>
<td>1</td>
</tr>
<tr>
<td>55887C</td>
<td>2841 N Bryson Ave</td>
<td>1</td>
</tr>
<tr>
<td>55888C</td>
<td>2905 N Bryson Ave</td>
<td>1</td>
</tr>
<tr>
<td>55889C</td>
<td>2985 N Bryson Ave</td>
<td>1</td>
</tr>
<tr>
<td>Pole Number</td>
<td>Address</td>
<td>Adapter</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>55890C</td>
<td>3081 N Bryson Ave</td>
<td>1</td>
</tr>
<tr>
<td>55894C</td>
<td>10134 W Glen Ellyn Ct</td>
<td>1</td>
</tr>
<tr>
<td>55902C</td>
<td>11818 W Silver City Ct</td>
<td>1</td>
</tr>
<tr>
<td>55903C</td>
<td>11872 W Silver City Ct</td>
<td>1</td>
</tr>
<tr>
<td>55911C</td>
<td>1689 N Mitchell St</td>
<td>1</td>
</tr>
<tr>
<td>55912C</td>
<td>1651 N Mitchell Ave</td>
<td>1</td>
</tr>
<tr>
<td>55913C</td>
<td>1621 N Mitchell Ave</td>
<td>1</td>
</tr>
<tr>
<td>56114C</td>
<td>2701 N Kimball St</td>
<td>1</td>
</tr>
<tr>
<td>56115C</td>
<td>9528 W Granger Ct</td>
<td>1</td>
</tr>
<tr>
<td>56116C</td>
<td>2523 N Kimball St</td>
<td>1</td>
</tr>
<tr>
<td>56117C</td>
<td>9522 W Java Ct</td>
<td>1</td>
</tr>
<tr>
<td>56124C</td>
<td>2023 W Charitan Dr</td>
<td>1</td>
</tr>
<tr>
<td>56125C</td>
<td>3119 N Cribbens Ave</td>
<td>1</td>
</tr>
<tr>
<td>56126C</td>
<td>2951 N Cribbens Ave</td>
<td>1</td>
</tr>
<tr>
<td>56127C</td>
<td>2854 N Cribbens Ave</td>
<td>1</td>
</tr>
<tr>
<td>56130C</td>
<td>2916 N Tattenham Ave</td>
<td>1</td>
</tr>
<tr>
<td>56131C</td>
<td>3092 N Tattenham Ave</td>
<td>1</td>
</tr>
<tr>
<td>56132C</td>
<td>11907 W Viola Dr</td>
<td>1</td>
</tr>
<tr>
<td>56133C</td>
<td>3011 N Gretchen Way</td>
<td>1</td>
</tr>
<tr>
<td>56134C</td>
<td>11856 W Race St</td>
<td>1</td>
</tr>
<tr>
<td>56154C</td>
<td>3289 N Wildwood Ln</td>
<td>1</td>
</tr>
<tr>
<td>56353C</td>
<td>9257 W Cascade St</td>
<td>1</td>
</tr>
<tr>
<td>56354C</td>
<td>9367 W Cascade St</td>
<td>1</td>
</tr>
<tr>
<td>56355C</td>
<td>970 N Kimball St</td>
<td>1</td>
</tr>
<tr>
<td>56375C</td>
<td>2861 N Jeremy Ave</td>
<td>1</td>
</tr>
<tr>
<td>56376C</td>
<td>9120 W Kingsgate Ct</td>
<td>1</td>
</tr>
<tr>
<td>56390C</td>
<td>12117 W Delmar St</td>
<td>1</td>
</tr>
<tr>
<td>56391C</td>
<td>12092 W Halstead St</td>
<td>1</td>
</tr>
<tr>
<td>56426C</td>
<td>4200 N Buckboard Pl</td>
<td>1</td>
</tr>
<tr>
<td>56427C</td>
<td>4311 N Buckboard Pl</td>
<td>1</td>
</tr>
<tr>
<td>56428C</td>
<td>4381 N Buckboard Pl</td>
<td>1</td>
</tr>
<tr>
<td>56460C</td>
<td>11099 W Richey Ct</td>
<td>1</td>
</tr>
<tr>
<td>56482C</td>
<td>2410 N Cribbens Ave</td>
<td>1</td>
</tr>
<tr>
<td>56483C</td>
<td>2502 N Cribbens Ave</td>
<td>1</td>
</tr>
<tr>
<td>56484C</td>
<td>11610 W Palm Dr</td>
<td>1</td>
</tr>
<tr>
<td>56485C</td>
<td>11648 W Tahiti St</td>
<td>1</td>
</tr>
<tr>
<td>56486C</td>
<td>11448 W Tahiti St</td>
<td>1</td>
</tr>
<tr>
<td>56487C</td>
<td>2516 N Penny Royal Ave</td>
<td>1</td>
</tr>
<tr>
<td>56784C</td>
<td>11192 W Ramrod Dr</td>
<td>1</td>
</tr>
<tr>
<td>56785C</td>
<td>3547 N Chuckwagon Ave</td>
<td>1</td>
</tr>
<tr>
<td>56852C</td>
<td>1706 N Hampton Rd</td>
<td>1</td>
</tr>
<tr>
<td>56853C</td>
<td>1760 N Hampton Rd</td>
<td>1</td>
</tr>
<tr>
<td>56898C</td>
<td>11752 W Alfred Ct</td>
<td>1</td>
</tr>
<tr>
<td>56899C</td>
<td>11624 W Alfred Ct</td>
<td>1</td>
</tr>
<tr>
<td>56900C</td>
<td>11788 W De Meyer St</td>
<td>1</td>
</tr>
<tr>
<td>56942C</td>
<td>1631 N Dawn Pl</td>
<td>1</td>
</tr>
<tr>
<td>56943C</td>
<td>1667 N Dawn Dr</td>
<td>1</td>
</tr>
<tr>
<td>57048C</td>
<td>2153 N Carmen Way</td>
<td>1</td>
</tr>
<tr>
<td>57049C</td>
<td>2038 N Carmen Way</td>
<td>1</td>
</tr>
<tr>
<td>57058C</td>
<td>11542 W Granger St</td>
<td>1</td>
</tr>
<tr>
<td>57059C</td>
<td>11619 W Granger St</td>
<td>1</td>
</tr>
<tr>
<td>57061C</td>
<td>11764 W Granger St</td>
<td>1</td>
</tr>
<tr>
<td>57062C</td>
<td>11778 W Abram Ct</td>
<td>1</td>
</tr>
<tr>
<td>57063C</td>
<td>2662 N Columbine Ave</td>
<td>1</td>
</tr>
<tr>
<td>57064C</td>
<td>2756 N Columbine Ave</td>
<td>1</td>
</tr>
<tr>
<td>57065C</td>
<td>11705 W Ardyce St</td>
<td>1</td>
</tr>
<tr>
<td>57066C</td>
<td>11769 W Ardyce St</td>
<td>1</td>
</tr>
<tr>
<td>57079C</td>
<td>10068 W Cory Ln</td>
<td>1</td>
</tr>
<tr>
<td>57080C</td>
<td>4089 N Fifeshire Ave</td>
<td>1</td>
</tr>
<tr>
<td>57083C</td>
<td>2134 N Farwell Ave</td>
<td>1</td>
</tr>
<tr>
<td>57087C</td>
<td>1194 N Hampton Rd</td>
<td>1</td>
</tr>
<tr>
<td>57088C</td>
<td>1195 N Dove Ave</td>
<td>1</td>
</tr>
<tr>
<td>57089C</td>
<td>10108 W Lincroft St</td>
<td>1</td>
</tr>
<tr>
<td>57090C</td>
<td>1106 N Jullion Ave</td>
<td>1</td>
</tr>
<tr>
<td>57091C</td>
<td>10039 W Preece St</td>
<td>1</td>
</tr>
<tr>
<td>57092C</td>
<td>10123 W Preece St</td>
<td>1</td>
</tr>
<tr>
<td>Pole Number</td>
<td>Address</td>
<td>Adapter</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------</td>
<td>---------</td>
</tr>
<tr>
<td>57117C</td>
<td>9211 W Goggin Ct</td>
<td>1</td>
</tr>
<tr>
<td>57118C</td>
<td>9290 W Goggin Ct</td>
<td>1</td>
</tr>
<tr>
<td>57120C</td>
<td>10132 W Holt St</td>
<td>1</td>
</tr>
<tr>
<td>57139C</td>
<td>1447 N Lilly Dr</td>
<td>1</td>
</tr>
<tr>
<td>57142C</td>
<td>1448 N Wildwood St</td>
<td>1</td>
</tr>
<tr>
<td>57172C</td>
<td>2355 N Shamrock Av</td>
<td>1</td>
</tr>
<tr>
<td>57173C</td>
<td>11486 W Glen Ellyn Ct</td>
<td>1</td>
</tr>
<tr>
<td>57238C</td>
<td>9550 W Cascade Dr</td>
<td>1</td>
</tr>
<tr>
<td>57239C</td>
<td>1761 N Wildwood Ave</td>
<td>1</td>
</tr>
<tr>
<td>57240C</td>
<td>11261 W King St</td>
<td>1</td>
</tr>
<tr>
<td>57241C</td>
<td>1650 N Steeelwood Ave</td>
<td>1</td>
</tr>
<tr>
<td>57339C</td>
<td>1858 N Shamrock Ave</td>
<td>1</td>
</tr>
<tr>
<td>57340C</td>
<td>11265 W Knightsbridge Ct</td>
<td>1</td>
</tr>
<tr>
<td>57341C</td>
<td>11261 W Knightsbridge Ct</td>
<td>1</td>
</tr>
<tr>
<td>57342C</td>
<td>11266 W Knightsbridge Ct</td>
<td>1</td>
</tr>
<tr>
<td>57473C</td>
<td>9825 W Rosecroft Ct</td>
<td>1</td>
</tr>
<tr>
<td>57474C</td>
<td>9879 W Rosecroft Ct</td>
<td>1</td>
</tr>
<tr>
<td>57475C</td>
<td>9993 W Rosecroft Ct</td>
<td>1</td>
</tr>
<tr>
<td>57480C</td>
<td>5582 N Columbine Pl</td>
<td>1</td>
</tr>
<tr>
<td>57530C</td>
<td>2031 N Springland Pl</td>
<td>1</td>
</tr>
<tr>
<td>57590C</td>
<td>10850 W Dawson Dr</td>
<td>1</td>
</tr>
<tr>
<td>57591C</td>
<td>5350 N Fifeshire Way</td>
<td>1</td>
</tr>
</tbody>
</table>
APPENDIX 'C'

YOU MUST CALL THE ACHD INSPECTOR BEFORE STARTING WORK ON THIS PERMIT, IF YOU NEED TO CHANGE THE START DATE, OR NEED AN EXTENSION.

TRAFFIC CONTROL

THE CONTRACTOR & THE TRAFFIC CONTROL COMPANY MUST HAVE AN ACHD-APPROVED COPY OF THE TRAFFIC CONTROL PLAN ON THE JOB SITE WHEN WORKING.

DATE RECEIVED

DATE REVIEWED

REVIEWED BY

MAP OF STREET & WORK AREA SHOWING TRAFFIC RESTRICTIONS: YES NO

MULTI-LANES: YES NO IF YES, HOW MANY LANES:

TIME RESTRICTIONS: TO

NIGHT WORK

WEEKEND WORK

MOBILE WORK

INFORMATION ONLY

DO NOT SET UP TRAFFIC CONTROL UNTIL AFTER:

NO IMPACT TO TRAFFIC

PEDESTRIAN RESTRICTIONS

BEHIND SHOULDER / CJRB / SIDEWALK

SHOULDER WORK

ALLEY CLOSURE

LANE RESTRICTION

FLAGGING

IMPACTING SIGNAL OPERATION

ROAD CLOSURE

TRAFFIC DETOUR PLAN

RITA

SENT TO GIS ON

BY

VIA E-MAIL / COPY

THE CONTRACTOR MUST NOTIFY THE FOLLOWING ENTITIES AT LEAST 48 BUSINESS HOURS BEFORE STARTING WORK ON THIS PERMIT APPLICATION AND/OR THE ASSOCIATED PERMIT:

ACHD INSPECTOR (SEE TOP RIGHT OF ISSUED PERMIT)

ALL AFFECTED RESIDENTS & BUSINESSES

DIGLINE (IF DIGGING)

ADA COUNTY / BOISE CITY POLICE & FIRE DISPATCH (NON-EMERGENCY)

GARDEN CITY POLICE & FIRE DISPATCH (NON-EMERGENCY)

MERIDIAN POLICE & FIRE DISPATCH (NON-EMERGENCY)

BOISE CITY PARKING

VALLEYRIDE

BOISE SCHOOL BUS CO. (FIRST STUDENT) 854-5230

KUNA SCHOOL BUS CO. 922-1013

MERIDIAN SCHOOL BUS CO. 855-4440

ALL SCHOOLS WITHIN 1-1/2 MILES OF THE WORK SITE

BFI / ALLIED WASTE 345-1265

J&M SANITATION SERVICES (KUNA CITY) 922-3313

MERIDIAN SANITATION SERVICES (MERIDIAN CITY) 888-3999

IDAHO TRANSPORTATION DEPARTMENT

SHONA CHEEVER 334-8341

BLAINE SCHWENDIMAN 334-8925

DAVE SZPLETT 334-8377

ADDITIONAL TRAFFIC CONTROL INSTRUCTIONS:

MUTCD Table 6C-1

Recommended Advance Warning Sign Minimum Spacing

(Use 85th Percentile Speed)

<table>
<thead>
<tr>
<th>Road Type</th>
<th>DISTANCE BETWEEN SIGNS **</th>
<th>USED ON</th>
</tr>
</thead>
<tbody>
<tr>
<td>URBAN (low speed)</td>
<td>100 feet</td>
<td>100 feet</td>
</tr>
<tr>
<td>URBAN (high speed)</td>
<td>350 feet</td>
<td>350 feet</td>
</tr>
<tr>
<td>Rural</td>
<td>500 feet</td>
<td>500 feet</td>
</tr>
</tbody>
</table>

**The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46 in Part 6 of the MUTCD. The A dimension is the distance from the transition or point of truncation to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third sign. (The “first sign” is the sign in a three-sign series that is closest to the TTC zone. The “third sign” is the sign that is furthest upstream from the TTC zone.)
Figure 6H-4. Short-Duration or Mobile Operation on a Shoulder (TA-4)

PLACE WARNING SIGNS ON AFFECTED SIDE STREETS. FLAG, IF NECESSARY.

- Work vehicle
- Shadow vehicle
- Truck-mounted attenuator (optional)
- SHOULDER WORK
- ROAD WORK AHEAD
- NEXT XX MILES

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Keep minimum 20' of pavement/asphalt open on a 2-lane 2-way road for traffic to use. On a multi-lane road, keep minimum 10' of the impacted lane open.

This is a conceptual traffic control plan. Contractor and Traffic Control Company shall adhere to minimum MUTCD standards or better.
Figure 6H-35. Mobile Operation on a Multi-Lane Road (TA-35)

NOTIFY ALL AFFECTED

Work vehicle

Truck-mounted attenuator (optional)

Shadow Vehicle 1

Truck-mounted attenuator

Shadow Vehicle 2

Truck-mounted attenuator (optional)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

December 2009

Typical Application 35

PLACE WARNING SIGNS ON AFFECTED SIDE STREETS. FLAG IF NECESSARY.
ALL TRAFFIC CONTROL DEVICES MUST BE RETROREFLECTIVE. ALL ADVANCE WARNING (AW) SIGNS MUST BE 7' HIGH. FOR NIGHT WORK, AW SIGNS MUST BE EQUIPPED WITH TYPE B FLASHERS & DELINEATION DEVICES MUST HAVE STEADY-BURN TYPE C WARNING LIGHTS. KEEP THE AREA WELL LIT AT NIGHT!

Figure 6H-17. Mobile Operations on a Two-Lane Road (TA-17)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

- Work vehicle
- Truck-mounted attenuator (optional)
- Shadow vehicle
- Truck-mounted attenuator (optional)

Typical Application 17

PLACE WARNING SIGNS ON AFFECTED SIDE STREETS. FLAG, IF NECESSARY.
Right-Of-Way Encroachment Application and Permit
Other Encroachments
Idaho Transportation Department

ITD Permit Application Number
Route __________ Milepost __________

Applicant Information - Print or Type
Applicant(s) Name (Printed) Mailing Address or P.O. Box City State Zip Code
E-Mail Address (If available) Daytime Phone Number Alternate Phone Number
Property Owner's Name (Printed) Property Address and Tax ID Number City (If in City limits) County
Request Detail (I.E., landscaping, benches, bus turnout, etc.)

For ITD Use
Project Number From ITD Highway Plan Date Application Received Date Application Determined Complete In City Limits Yes No
Route Segment C/I Milepost Right Left C/I Highway Station Right Left
Site Distance
Right
Left Reason if Restricted to Right or Left

ITD District Review
Section Reviewer Date Recommendation Approve Deny Section Reviewer Date Recommendation Approve Deny
Design

Maintenance

Planner

List any conditions of approval

List reason(s) for denial recommendation

Attachments
☐ Special Provisions/Conditions of Approval ☐ Construction Drawings
☐ Traffic Control Plan ☐ Dept. Roadway Plansheets
☐ Standard Drawings ☐ Letters of Recommendation/Denial

Upon signature of both parties, subject to all terms, conditions, and provisions of this permit or attachments, permission is hereby granted to begin work within the State Highway Right of Way.

Property Owner/Authorized Representative’s Signature
X Date Phone Number

Idaho Transportation Department Authorized Representative’s Signature
X Title Date

Packet Pg. 459
General Requirements

1. The original permit or a copy must be kept on the job site whenever work is taking place.
2. No work shall commence until the permittee is given notice to proceed by an authorized representative of ITD. The permittee shall notify ITD five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by ITD.
3. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed. All traffic control devices shall conform to the most current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. Equipment or materials left within the highway right-of-way when work is not taking place shall be delineated and protected with appropriate approved traffic control devices.
4. All work within the State Highway Right of Way shall comply with the requirements of the ITD Workzone Safety and Mobility Policy. Copies available from ITD upon request.
5. All work herein permitted shall conform to current government and industry standards, including Americans with Disabilities Act, and shall be performed and completed to the satisfaction of ITD. The expense of any required supervision of work performed under this permit shall be borne by the permittee.
6. Work done under this permit shall be constructed in a manner that shall not cause water to flow onto the roadway or shoulder, and shall not interfere with the existing drainage on the State Highway System or any adjacent drainage system.
7. The permittee shall furnish all material, labor, and equipment for the installation and maintenance of approved encroachments. This shall include furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required.
8. ITD may inspect the materials and workmanship during construction and upon completion to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, and/or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.
9. ITD shall be reimbursed by the permittee for any additional inspection required to insure compliance with the conditions of this permit. Inspection fees will be based upon inspection time including travel from the ITD facility and charged at rates commensurate with industry standards.
10. Upon completion of the permitted work, any disturbance of the highway, right of way, and/or traffic control devices shall be restored to the satisfaction of ITD including the removal of all rubbish and debris and may include seeding, planting and grading.
11. Any encroachment that is found to be in non-compliance with the terms of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or his authorized representative.
12. The permittee shall maintain at its sole expense the encroachment for which this permit is granted.
13. Changes in the use as defined in I.D.A.P.A. 39.03.42, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.
14. ITD may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.

Final Inspection and Approval

Subject to all terms, conditions, and provisions of this permit or attachments, Final Inspection has been completed and the permitted work within the State Highway Right of Way is hereby given final approval.

<table>
<thead>
<tr>
<th>District Engineer or Assigns Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Packet Pg. 460
Instructions For Completing ITD 2111, Right-of-Way Encroachment Application And Permit - Other Encroachments
Idaho Transportation Department

Note: An incomplete application will delay processing

You may be able to expedite the application process and reduce site designing and engineering costs by requesting a pre-application conference with the Idaho Transportation Department (ITD). Contact your local ITD District Office and ask to speak with the Permits Coordinator to schedule a meeting.

<table>
<thead>
<tr>
<th>District 1</th>
<th>District 2</th>
<th>District 3</th>
<th>District 4</th>
<th>District 5</th>
<th>District 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>600 W. Prairie Ave.</td>
<td>P.O. Box 837</td>
<td>8150 Chinden Blvd.</td>
<td>216 S. Date St.</td>
<td>5151 S. 5th Ave.</td>
<td>206 N. Yellowstone Ave.</td>
</tr>
<tr>
<td>Coeur d'Alene, Idaho</td>
<td>Lewiston, Idaho</td>
<td>Boise, Idaho</td>
<td>Shoshone, Idaho</td>
<td>Pocatello, Idaho</td>
<td>Rigby, Idaho</td>
</tr>
<tr>
<td>83615-8764</td>
<td>83501-0837</td>
<td>83714-0828</td>
<td>83352-0820</td>
<td>83205-4700</td>
<td>83442-0097</td>
</tr>
<tr>
<td>(208) 772-1200</td>
<td>(208) 799-4300</td>
<td>(208) 334-8300</td>
<td>(208) 886-7800</td>
<td>(208) 239-3300</td>
<td>(208) 745-7781</td>
</tr>
<tr>
<td>Counties served:</td>
<td>Counties served:</td>
<td>Counties served:</td>
<td>Counties served:</td>
<td>Counties served:</td>
<td>Counties served:</td>
</tr>
</tbody>
</table>

1. The form initially serves as an application. If approved, the completed and signed form becomes a permit for the encroachment.

2. Please print (in ink), type, or complete the application in Microsoft Word and print the form.

3. Read and understand these instructions and all of the General Requirements on the form. These requirements apply to all permits and if you are granted a permit, you must adhere to each of them. Additional permit-specific provisions may be a part of any approved permit.

4. Complete each item in the shaded box titled "Applicant Information."

5. Include the following with your application:
   a. $50 non-refundable application fee.
   b. Photographs of the proposed encroachment location, including one looking each direction along the highway from the proposed location. Digital photographs are acceptable.
   c. Include:
      i. A drawing or map that shows the location of your property in relation to other roads and/or landmarks.
      ii. A drawing, such as a landscaping plan or detail of a turnout location. Show the requested encroachment in relation to property lines, the highway, existing buildings, etc. Show dimensions, mark which direction is north and if possible, draw to scale.

6. After your application is received:
   a. ITD will review the application, all access options, local conditions, and local government plans. The application will then be discussed internally with staff. Your request may be approved, approved with conditions, or denied.
   b. If your application is approved or approved with conditions, you will receive your permit from ITD accompanied by any additional special provisions that must be adhered to.
      i. All work under the permit shall be completed within one year from the date that the Department issues the permit to begin work. You may request, in writing, one, 6 month extension prior to expiration of the permit.
      ii. All permitted work shall be completed and available for final inspection within thirty (30) days after construction begins, unless otherwise stated in the special provisions of the permit.
      iii. After construction is completed you must notify the ITD Maintenance Foreman for final inspection of the permitted work. The contact information for the foreman will be included in your permit package.
      iv. Permit will be considered temporary until final approval by the ITD.
      v. Failure to complete all work in accordance with the requirements of the permit and receive final approval within the allotted time will render the permit null and void.
   c. If your application is denied, you will be notified by certified mail. The reason(s) for the denial and the process for appealing the denial will be outlined in the letter you receive.

ITD 2111 Instructions, Rev. 07-11
This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained. This map is made in part from data prepared or compiled by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map or data.
LED Streetlight Upgrades
2020

This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained.

This map is made in part from data prepared or compiled by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map or data.

Attachment: FB 20-188 Project Manual (RES-93-20 : FB 20-188; Overhead Street Light Replacement

Packet Pg. 468
This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained.

This map is made in part from data prepared or compiled by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map or data.
This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained.

This map is made in part from data prepared or compiled by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map or data.
This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained.

This map is made in part from data prepared or compiled by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map or data.

LED Streetlight Upgrades
2020

City of Boise | Public Works

Packet Pg. 480

ANSI C136.15-2011 Field Identification

Figure 4
Marker Dimension—Solid State and Fluorescent Systems
Message: You are hereby notified of the following clarifications of and/or changes to the above referenced project.

Question/ Response

Q1: On page 45 of the Project Manual PDF (00820-1) in the last paragraph of the General Information section, it refers to having this work completed at night. Is that accurate?

R1: This should have been removed from the manual. The work can be done either day or night. All of the work is in residential subdivision streets not on collector or arterial roads.

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.
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 February 12, 2020.

#PWC-C-12499-A-4
Idaho Public Works Contractor License No.

Alloway Electric Co., Inc.
Contractor

Miles Elletson
Name (Typed or Printed)

502 E. 45th Street
Address

Boise, ID 83714
City, State, Zip

(208) 344-2508
Phone No.

2/28/2020
Expiration Date

Signature

VP of Operations
Title

82-0322539
Federal Tax ID #

miles@allowayelectric.com
Email

(208) 345-9844
Fax No.

The above signed proposes to provide services in accordance with the specifications for FB 20-188, 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 five (5) working days after receipt of an executed contract and to submit there with all required insurance certificates.
Bid Form, FB 20-188 (CLP-200)

PROJECT IDENTIFICATION:

Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020 - (CLP-200)

CONTRACT IDENTIFICATION AND NUMBER:

Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020 -FB 20-188, (CLP-200)

THIS BID IS SUBMITTED TO:

DELIVER TO:
Purchasing Office
Boise City Dept. of Finance & Administration
150 N. Capitol Blvd.
Boise, ID 83702

MAIL TO:
Purchasing Office
Boise City Dept. of Finance & Administration
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.

   Addendum No. 01
   Addendum Date February 5, 2020

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.
BOISE CITY PUBLIC WORKS  
UNIT PRICE BID SCHEDULE  

PROJECT NAME: OVERHEAD STREET LIGHT REPLACEMENT WITH LIGHT EMITTING DIODE (LED) FIXTURES - 2020  
PROJ NO: CLP-200  
F/B No. 20-188

<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>1103.4.1.A.1</td>
<td>Construction Traffic Control</td>
<td>1</td>
<td>L.S.</td>
<td>$19,332.00</td>
<td>$19,332.00</td>
</tr>
<tr>
<td>3000.4.1.A.1</td>
<td>LED Replacement/Conversion - Fixture Group 1 (Bid on one only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. LEOTEK Leotek Jr Bronze</td>
<td>550</td>
<td>Ea.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Eaton Archeon Small Bronze</td>
<td>550</td>
<td>Ea.</td>
<td>$255.00</td>
<td>$140,250.00</td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000.4.1.B.1</td>
<td>Adaptor Arms for Shoebox Fixtures</td>
<td>489</td>
<td>Ea.</td>
<td>$58.00</td>
<td>$28,362.00</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.

**Total Bid - All Items Combined:** $189,444.00

**BIDDER NAME:** Alloway Electric Co., Inc.
BID BOND, FB 20-188

BIDDER (Name and Address):
Alloway Electric Co., Inc
502 East 45th Street
Boise, ID 83714

SURETY (Name and Address of Principal Place of Business):
The Ohio Casually Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address): Boise City Department of Finance and Administration Office
PO Box 500
Boise, ID 83701

BID:
PROJECT FB 20-188, CLP-200: Involves the replacement of existing high pressure sodium lights into Light Emitting Diode (LED) fixtures, and other related work. The Project is in various locations within Boise City Limits, in the Boise City Service Area, Ada County, Idaho.

BOND

BOND NUMBER: N/A

DATE (Not later than Bid due date): February 10, 2020

PENAL SUM: Five Percent of Bid Amount 5.0% of Bid Amount

(Objects) (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
Alloway Electric Co., Inc

SURETY
The Ohio Casually Insurance Company

By:
Signature and Title

By:
Signature and Title (Attach Power of Attorney)
Arianna Slotemaker, Attorney-in-Fact

Attest:
Signature and Title
Ellie Peck, Witness

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.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer Greenwood, Karyl A. Richter, Arianna Slotemaker

all of the cities of Boisse, state of ID, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 22nd day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Upper Montco Township, Montgomery County
My Commission Expires March 28, 2021

Member: Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February 2020.

By: [Signature]
Renee C. Llewellyn, Assistant Secretary

LMS-12673.LMIC OCR VAIC Multi Co_02/2018
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:** Alloway Electric Co., Inc.

**EMAIL:** miles@allowayelectric.com  **PHONE:** (208) 344-2508

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBING:</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC:</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>ELECTRICAL:</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

00430 - 1  8/16/2020
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE
FB 20-188, (CLP-199)

THIS AGREEMENT is by and between Boise City (hereinafter called OWNER) and Alloway Electric 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: Involves the replacement of existing high pressure sodium lights into Light Emitting Diode (LED) fixtures, and other related work. The Project is in various locations within Boise City Limits, in 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: Overhead Street Light Replacement with Light Emitting Diode (LED) Fixtures - 2020 (CLP-199), FB 20-188.

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

4.01 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.

4.02 Days to Achieve Substantial Completion and Final Payment

A. Notice to Proceed will be issued after Contractor obtains light fixtures. The Work shall be substantially completed within ONE HUNDRED SEVENTY-FIVE (175) 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 within ONE HUNDRED EIGHTY (180) DAYS after the date when the Contract Times commence to run.

B. Milestone: N/A

4.03 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

5.01 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 $244,000.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 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.

6.02 Progress Payments; Retainage

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. 95% of Work completed (with the balance being retainage); and

   b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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
6.03 **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. **DOES NOT APPLY.**

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**

8.01 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

9.01 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. Special Provisions;
9. Standard Specifications and Standard Drawings -- Idaho Standards for Public Works Construction (not attached);
10. N/A Drawings consisting of sheets numbered N/A through N/A, inclusive, with each sheet bearing the following general title: N/A
11. Addenda (numbers 1 to 1, inclusive);
12. Exhibits to this Agreement (enumerated as follows):

CONTRACTOR’s Bid;
CONTRACTOR’s Affidavit Concerning Taxes;

13. 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

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 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.

10.03 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.

10.04 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.

10.05 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 disability.
CONTRACTOR
Alloway Electric Co., Inc.  miles@allowayelectric.com
502 E 45th Street
Boise, Idaho 83714

By: ________________________

Name: Miles Ellerton

(address please type)

Address: 502 E 45th ST.
Boise Idaho 83714

Fed. Taxpayer I.D. # 82-0322539

OWNER:

(seal)

ACKNOWLEDGEMENT

FB 20-188
Public Works Project# CLP-199

STATE OF IDAHO )
COUNTY OF ADA ) ss.

On this 27th day of February, before me the undersigned personally appeared Miles Ellerton, sworn to me to be the VP of Operations of Alloway Electric Co., Title Alloway Electric Co. Company Name proved/known to me to be the person(s) who executed the within document.

(SEAL)

ALEX VATERLAUS
Notary Public - State of Idaho
Commission Number 20191600
My Commission Expires 08-09-2025

Notary Public for State of Idaho
Residing at 2160 E Blackstone Dr
My Commission Expires: 08-09-2025
CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho )
COUNTY OF Ada ) 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.

Alloway Electric Co. Inc.
(Name of Contractor)

502 E. 45th St.

Address
Boise ID 83714
City and State

By: ____________________________
(Signature)

Subscribed and sworn to before me this 27th day of February, 2020.

Notary Public

Residing at 2614 E Blackstone Dr, Eagle ID

Commission Expires 08-09-2025

ALEX VATERLAUS
Notary Public - State of Idaho
Commission Number 20191600
My Commission Expires 08-09-2025
FB 20-188
Public Works Project #CLP-199

APPROVED AS TO FORM AND CONTENT

PUBLIC WORKS

Colin Melin 2-19-2020
PURCHASING MANAGER

LEGA
2-24-2020

BOISE CITY

By: ________________________________
Lauren McLean, Mayor

ATTEST:

By: ________________________________
City Clerk

$244,000.00
Not to Exceed - Contract Amount
TO: Mayor and Council
FROM: Jim Pardy, Public Works
NUMBER: RES-94-20
DATE: February 24, 2020
SUBJECT: Lionwood Properties Sewer Easement

BACKGROUND:
Sanitary sewer is being extended for Charlesworth Subdivision Phase 1 and a portion of the sewer is located outside the subdivision plat.

FINANCIAL IMPACT:
There is no financial impact to the City.

ATTACHMENTS:
- Utility Easement Agreement - Lionwood Properties (PDF)
CITY OF BOISE

Resolution NO. RES-94-20

BY THE COUNCIL

BAGEANT, CLEGG, HALYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING A UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND LIONWOOD PROPERTIES, LLC FOR A SEWER EASEMENT FOR A PORTION OF THE SEWER LINE LOCATED OUTSIDE SUBDIVISION PLAT, DRI-1890; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID UTILITY EASEMENT 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 Utility Easement Agreement, between the city of Boise City and Lionwood Properties, 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 Utility Easement 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.
UTILITY EASEMENT AGREEMENT

THIS PERMANENT UTILITY EASEMENT AGREEMENT (the “Easement Agreement”), is made this _ of ______________ 20__, by and between Lionwood Properties, LLC, an Idaho limited liability company (“Grantor”), having a current address of 1513 E. Rivers End Court, Eagle, Idaho 83616, and city of Boise City, an Idaho municipal corporation, by and through its Public Works Department (“Grantee”). The Grantor and Grantee may each be referred to separately as a “Party” and collectively as the “Parties.”

I. RECITALS

WHEREAS, Grantor is developing the project commonly known as Charleswroth Subdivision No. 1 and Grantee needs to ensure access for its employees, vehicles, and equipment for installation, operation and maintenance of Grantee owned sewer utility pipelines, manholes, sewer lift stations, access roadways, and other equipment and structures (“Utility Facilities”); and

WHEREAS, Grantor, covenants and warrants that it is the owner in fee simple of certain real property located in the SE ¼ of the SE ¼ of Section 34, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described in Exhibit A and generally depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference (the “Easement”); and

WHEREAS, Grantor acknowledges that it is fully authorized to execute this Easement Agreement and forever bind themselves, their successors and assigns and the subject Easement property to the terms set forth herein; and

WHEREAS, Grantor desires to convey this Easement to the Grantee for the purposes described herein; and

NOW, THEREFORE, in return for good and valuable consideration, including agreements set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and transfer said Easement to Grantee as outlined below:

II. AGREEMENT

A. Recitals Incorporated. The above Recitals are incorporated into this Easement Agreement.
B. Grant of Easement. Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, its successors and assigns, this permanent Easement and right-of-way for the purpose of locating, establishing, constructing, maintaining, repairing and operating underground Utility Facilities. It is expressly understood and agreed that the terms, covenants, and conditions of this Easement shall be and constitute a covenant running with the land and binding upon, and shall constitute an obligation on Grantor, its successors and assigns.

C. Construction and Maintenance Rights. The Easement also contains the right to excavate and refill ditches and trenches for the location of said Utility Facilities, the right to remove bushes, trees, undergrowth and other obstructions interfering with the location, construction, and maintenance of said Utility Facilities.

D. Right of Ingress and Egress. This Easement Agreement expressly conveys to Grantee the right of ingress and egress in, from, to, over and across the adjacent real property owned or controlled by Grantor and the Easement for the purpose of exercising and enjoying the rights granted herein, including but not limited to, inspecting, maintaining and repairing such Utility Facilities.

E. Rights Reserved. Grantor hereby conveys said Easement, rights, and rights-of-way to Grantee, its successors and assigns in perpetuity, except that Grantor reserves the right to occupy, use, and cultivate the surface of said Easement for all purposes not inconsistent with the rights herein granted. Notwithstanding, Grantor shall not interfere with Grantee’s use, access, or repair of said Easement. No building, tree or other permanent structure shall be constructed or otherwise placed in the area of or on top the Easement. Likewise, nothing shall be placed on the Easement by Grantor which would restrict or inhibit vehicular access to the Easement such as fences, gates, or barriers. In the event Grantor performs any construction, excavation or other improvements on the surface of said Easement, the Grantor will perform due diligence in protecting the Easement and Utility Facilities within the Easement.

F. Restoration of Surface Area. Upon completion of any construction or maintenance conducted by Grantee pursuant to this Easement, Grantee agrees and covenants to restore the subsurface and surface of the Easement herein conveyed, to a condition substantially similar to that which existed prior to the construction or maintenance by Grantee. Should Grantor complete any construction or maintenance to the surface of the Easement, Grantor shall restore the surface to a condition substantially similar to that which existed prior to the construction or maintenance by Grantor.

G. Indemnification. To the fullest extent permitted by law, each Party to this Easement Agreement agrees to indemnify, defend, and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property to the extent caused by the indemnifying party or its employee or agents while performing under this Easement Agreement. Notwithstanding, anything herein to the contrary, nothing herein shall be construed as a waiver of Grantee’s protections afforded under the Idaho Tort Claims Act. Grantor shall be liable to Grantee and shall indemnify and hold harmless Grantee for any damage to the Utility Facilities or other personal property of Grantee caused by or resulting from Grantor’s actions.
H. **Amendment in Writing.** This Easement Agreement may be amended or terminated upon mutual written consent of the Parties. No amendment or termination of this Easement Agreement will be effective unless in writing and signed by authorized representatives of the Parties.

I. **Authorized Persons.** The Parties whose names appear below as Grantor, covenant and warrant that they are the fee title owners of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns, and the subject property to the terms set forth herein.

J. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

**END OF AGREEMENT**

[SIGNATURES FOLLOW ON NEXT PAGE]
For Lionwood Properties, LLC (Grantor):

By: James W. Smith
Printed Name: James W. Smith
Date: 02/18/2020

STATE OF IDAHO
County of Ada

On this 18th day of February, 2020, before me, the undersigned, a Notary in and for said State, personally appeared James W. Smith, known to me to be the Manager of Lionwood Properties, and acknowledged to me that he executed the same on behalf of Lionwood Properties.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinafter written.

Penny Smith
NOTARY PUBLIC for Idaho
Residing at Ada County
My Commission Expires: 2/16/2025

For the City (Grantee):

By: Lauren McLean, Mayor
Date: ______________________

ATTEST: Lynda Lowry, Ex-Officio City Clerk

STATE OF IDAHO
County of Ada

On this day of ____________________, 2020, before me, a notary public in and for said state, personally appeared Lauren McLean and Lynda Lowry, known or identified to me to be the Mayor and Ex-Officio City Clerk, respectively, who executed the within instrument and acknowledged to me that Boise City executed the same.

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

Notary Public for Idaho
Residing at: ______________________
My Commission Expires: ______________________
February 6, 2020
Project No.: 119101

CITY of BOISE SANITARY SEWER EASEMENT
CHARLESWORTH SUBDIVISION No.1
LIONWOOD PROPERTIES, LLC

An easement situate in the Southeast One Quarter of the Southeast One Quarter of Section 34, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 34, marked by an aluminum cap monument; thence on the south section line of said section 34, North 89° 03' 16" West, 1131.29 feet, to a point on the extended southeasterly boundary line of Hazelwood Subdivision No. 5, as same is shown on the official plat thereof, recorded in book 94 of plats, at page 11355, Ada County Records; Thence leaving said south section line North 21° 28' 20" East, 1100.96 feet, on said southeasterly boundary line to a point of curvature; Thence 62.74 feet on the arc of a curve to the right, having a radius of 625.00 feet, a central angle of 05° 45' 04", and whose long chord bears South 82° 25' 01" East, 62.71 feet; thence North 10° 27' 31" East, 50.00 feet to a point of curvature; Thence 10.70 feet on the arc of a curve to the right, having a radius of 675.00 feet, a central angle of 00° 54' 29", and whose long chord bears South 79° 05' 15" East, 10.70 feet, to a point of compound curvature; Thence 15.08 feet on the arc of a curve to the right, having a radius of 75.00 feet, a central angle of 11° 31' 00", and whose long chord bears South 72° 52' 30" East, 15.05 feet, to the POINT OF BEGINNING;

Thence North 51° 58' 19" East, 110.88 feet;
Thence South 38° 01' 41" East, 20.00 feet;
Thence South 51° 58' 19" West, 103.09 feet to a point of curvature;
Thence 21.54 feet on the arc of a curve to the left, having a radius of 75.00 feet, a central angle of 16° 27' 10", and whose long chord bears North 59° 18' 08" West, 21.46 feet to POINT OF BEGINNING;

The above described easement contains 0.049 acres (2129 ft²) more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS

Packet Pg. 508
Sewer Easement
Situate in a portion of SE 1/4 of Section 34 Township 3 North, Range 1 East, Boise Meridian Ada County, Idaho 2020

HAZELWOOD SUBDIVISION No.4 BLOCK 13
West Goldensprie Dr.
HAZELWOOD SUBDIVISION No.5 BLOCK 15

SEWER EASEMENT 0.049 Acres (2129 Ft²)

1532.65' N89°03'16"W
S 1/4 COR SEC.34 CP&F#108047740

GRANTOR:
LIONWOOD PROPERTIES, LLC
JAMES W. SMITH, MANAGER
1513 E. RIVERS END CRT.
EAGLE, ID 83616

Exhibit "B"
Horizontal Scale: 1" = 60'

City of Boise Sanitary Sewer Easement
Charlesworth Subdivision No. 1
Lionwood Properties, LLC

TO: Mayor and Council
FROM: Doug Holloway, Parks & Recreation
NUMBER: RES-95-20
DATE: February 28, 2020
SUBJECT: Group Sports Reservation and Licensing Agreement - East Boise Youth Baseball and Softball, Inc.

BACKGROUND:

The purpose of this Group Sports Reservation and Licensing Agreement, between East Boise Youth Baseball and Softball, Inc. and Boise Parks and Recreation, is to allow the little league organization to use Simplot Sports Complex, a Boise City facility, for its programming between March 1, 2020, and December 31, 2020.

The Boise Parks and Recreation Commission approved the agreement at its February 20, 2020, meeting.

FINANCIAL IMPACT:

None

ATTACHMENTS:

- Group Sports Reservation and License Agreement - East Boise Youth Baseball and Softball (PDF)
CITY OF BOISE

Resolution NO. RES-95-20

BY THE COUNCIL

BAGEANT, CLEGG, HALYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING A GROUP SPORTS RESERVATION AND LICENSING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND EAST BOISE YOUTH BASEBALL AND SOFTBALL, 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.

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

Section 1. That the Group Sports Reservation and Licensing Agreement by and between the city of Boise City and East Boise Youth Baseball and Softball, Inc., 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 execute and attest the Group Sports Reservation and Licensing 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.
GROUP SPORTS RESERVATION AND LICENSING AGREEMENT
City of Boise Parks and Recreation

This GROUP SPORTS RESERVATION AND LICENSING AGREEMENT (“Agreement”) is made and entered into effective upon the mutual acceptance of this Agreement (“Effective Date”) by and between the City of Boise City, an Idaho municipal corporation, by and through its Department of Parks and Recreation (“Licensor”) and East Boise Youth Baseball and Softball, Inc., an Idaho non-profit corporation (“Licensee”).

BACKGROUND

1) Licensor owns and operates a Facility containing baseball, softball and/or soccer fields known as the Simplot Sports Complex, addressed as 2437 East Lake Forest Drive (“the Facility”); and

2) Licensee is a non-profit corporation that organizes group recreational athletic programs; and

3) Licensor and Licensee desire to enter into an agreement for the orderly use and maintenance for the Facility during a regularly scheduled season of organized athletic programs; and

4) Licensor and Licensee acknowledge that the proper maintenance of playing surfaces and adjacent areas is essential for the safe and enjoyable use by group recreational athletic programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

LICENSE

Licensee shall be entitled to use and enjoy the Facility defined in Section 2.1 for the purpose of Licensee-sponsored group recreational activities, including organized practice sessions and competitions, as stated in the reservation schedule, submitted yearly by Licensee and attached hereto as Exhibit A. Licensee’s entitlement to use and enjoyment of the Facility is subject the requirements as incorporated within this license and conditioned on the attachment of a current, valid, and accurate Exhibit A.

I. MAINTENANCE OBLIGATIONS OF LICENSOR AND LICENSEE

1.1 For the season of scheduled play, attached hereto as Exhibit A, Licensor shall provide the following services with respect to the baseball and softball facilities:

1.1.1 Once per week Licensor shall mow the outfield areas, lawns and other grassy areas. Mowing shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise mowing shall occur at a time of Licensor’s discretion.

1.1.2 Licensor shall provide and apply fertilizer or such similar product to the outfield areas, lawns and/or grassy areas. Application shall occur at a time of Licensor’s discretion which Licensor anticipates will occur during the autumn yearly.

1.1.3 Licensor shall irrigate the outfield areas, lawns and other grassy areas. Irrigation shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise irrigation shall occur at a time of Licensor’s discretion.

1.1.4 Licensor shall overseed the outfield and/or other grassy areas within the field of play in order to maintain the quality of playable surfaces. Seed application shall occur at a time of Licensor’s discretion, which is anticipated to occur during the autumn and the spring.
1.1.5 Licensor shall aerate the outfield areas, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Aeration shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise aeration shall occur at a time of Licensor’s discretion.

1.1.6 Licensor shall apply topdressing on aerated areas of the outfield, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Topdressing shall be applied at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise application shall occur at a time of Licensor’s discretion.

1.1.7 Licensor shall clean and maintain permanent restroom facilities. Cleaning shall occur once daily for each day of the week when restroom facilities are open and in use. Licensor shall not be responsible for maintenance and cleaning of any portable restroom Facility. Maintenance and cleaning shall occur at a time of Licensor’s discretion.

1.2 For the season of scheduled play, attached hereto as Exhibit A, Licensee shall provide the following services for the baseball and softball facilities:

1.2.1 Licensee shall be responsible and pay for when due and owning all electricity required to illuminate the field of play during Licensee’s use of the Facilities and for any other utility costs attributable primarily to Licensee’s use of the Facilities.

1.2.2 Licensee shall provide portable restrooms as Licensor may require, which shall remain open and available for use by the public at all times. Licensee shall ensure that at least one of the portable restrooms shall comply with the Americans with Disabilities Act and associated regulations and guidelines. Licensee shall maintain and clean all portable restrooms it provides. Cleaning shall occur once each day that the portable restroom is located at the Facility. Maintenance and cleaning shall occur at a time of Licensee’s discretion.

1.2.3 Licensee shall provide and pay for solid waste services for the Facility. Licensor may require Licensee to provide additional solid waste containers and service if in Licensor’s judgment Licensee has not provided adequate services and/or containers.

1.2.4 Licensee shall provide storage facilities for any and all equipment, tools and/or supplies Licensee will use in association with maintenance or recreational activities associated with the Facility.

1.2.5 Licensee shall provide field maintenance in order to maintain the quality of playable surfaces and allow for play on such surfaces except as specified in Section A (above) detailing the obligations of Licensor. Licensee shall ensure that required lines and markings required for play are present and maintained during times of play. Licensee shall ensure that the infield surfaces and mound shall be dragged, groomed, in-filled, and/or maintained as may be required for proper and safe play at the Facility.

1.2.6 Licensee shall be responsible for and provide for the cleaning of all hard surfaces adjacent to or contained within the fields of play.

1.2.7 At its cost Licensee shall provide all equipment and supplies required to carry out Licensee’s maintenance and cleaning obligations including but not limited to drags, chalkers, hand tools, hoses and any mechanized equipment.

1.2.8 Upon commencement of the season of regular play, Licensee shall maintain all equipment associated with the field of play including but not limited to, infield bases, home plate, pitcher’s rubber, and portable backstops.

1.3 For the season of scheduled play, attached hereto as Exhibit A, Licensor and Licensee shall provide jointly the following services with respect to the baseball and softball facilities:
1.3.1 Licensor and Licensee shall cooperate to jointly remove all litter, trash or other debris and dispose and/or recycle that material.

1.3.2 Licensor and Licensee shall maintain, repair and replace outfield and side fencing.

1.3.3 Licensor and Licensee shall maintain all backstops, benches and bleachers.

1.3.4 Every two weeks during the regular season of play, Licensor and Licensee shall ensure that the field perimeter, outfield and/or other grassy areas within the field of play and around fencing shall be trimmed in order to maintain the quality of playable surfaces. Trimming shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility.

1.4 Changes to Facility: Any modification, alteration, addition or construction of any nature to the Facility infrastructure shall require Licensor’s prior written review and approval of such modification, alteration or construction. Licensee shall pay the cost of any increase in the cost of utilities that results from any modification, alteration, addition or construction approved by Licensor.

1.5 In the course of performing its maintenance responsibilities pursuant to this Agreement, Licensee shall not use or allow the use of heavy equipment, including but not limited to automobiles, pickups, backhoes, forklifts and any other equipment likely to damage the Facility’s turf, playing surfaces or above- or in-ground irrigation systems without the prior consent of Licensor, which consent Licensee may seek via electronic mail or telephone.

II. DEFINITIONS

2.1 Defined Terms: The following terms shall have the meanings stated below:

“Facility” and “Recreational Facility” shall mean the fifteen (15) baseball diamonds located at the Large Special Use Area known as the Simplot Sports Complex, addressed as 2437 East Lake Forest Drive, Boise, Idaho, 83716.

III. TERM OF LICENSING AGREEMENT

3.1 Term: This Licensing Agreement shall become effective March 1, 2020 and shall continue until December 31, 2020 or until termination or default as provided by this Agreement.

3.2 Termination:

3.2.1. Either party may terminate this Agreement without cause and without regard to payment periods by providing the other party sixty (60) days written notice.

3.2.2. Total destruction: Should the Facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall terminate.

3.2.3. Partial destruction: In the case of partial destruction of the area used by Licensee for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction, with notice to be given to the other party not less than ten (10) days prior to the chosen date of termination.

3.2.4 If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the chosen date of termination.

IV. PREMISES
4.1 Licensed Premises: The Licensee’s access to the Facility shall be only during the Facility’s regular operating hours and pursuant to the scheduled reservation attached as Exhibit A.

4.2 Lawful Business Use: During the term of this Agreement, Licensee shall use the Facility exclusively for the uses described herein and in any attached exhibits. The Licensee shall not use or permit use of the Facility or any part thereof for any immoral or illegal purposes and shall not allow, suffer, or permit use of the Facility for any purpose, business, activity, use, function, or object to which Licensor objects in writing. The Licensee shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

V. GENERAL DUTIES OF LICENSEE

5.1 Duties: In exchange for the privilege of obtaining this non-exclusive, revocable License, Licensee agrees to:

- 5.1.1 Provide all services and business operations in a safe and law-abiding manner.
- 5.1.2 Follow all rules and regulations of the Facility and the laws of the City of Boise City.
- 5.1.3 Provide daily and continuous clean up of all debris in the area used, occupied, and immediately adjacent to Licensee’s business that Licensee’s employees, servants, agents, business invitees, patrons, and guests cause or create.
- 5.1.4 Maintain all Licensee’s vehicles on roadways or parking lots within the boundaries of the Facility. Licensee shall hand-carry all equipment and supplies from the vehicle to location of business operations.
- 5.1.5 Pay for all damages to the Facility caused directly or proximately by Licensee’s business equipment, employees, servants, agents, business invitees, patrons, and guests not a result of normal wear and tear that would have occurred had Licensee’s business not operated at the Facility.
- 5.1.6 At the termination of this Agreement, either by natural expiration or default as herein provided, return the areas of use in the Facility to their original condition normal wear and tear excepted.

5.2 Product Sales: Lessee shall offer for sale on the Premises only the same branded soft drink as Lessor and with which Lessor may from time to time enter into a sponsorship agreement; Lessee will be required to purchase directly from vendor with sponsorship agreement, and will offer no other beverage products which could be reasonably understood to compete with Lessor’s sponsored product. Costs of all products and services offered by Lessee under the terms of this Agreement shall be subject to review and authorization by Lessor.

5.3 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor.

5.4 Limitations: This Agreement shall apply to and be binding on Licensee only to the extent Licensee’s business operates within the confines of the Facility and as Licensor may approve.

5.5 Default and Cancellation: If Licensee 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 City of Boise ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, or by the very nature of the default cannot thereafter perform or correct the conditions constituting a breach or default, after five (5) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

5.6 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, the City of Boise requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type of conduct that is unacceptable, the following are examples of behavior that may, at the sole discretion of Licensor, result in the revocation of this Licensing Agreement:
5.6.1 Harm or threat of harm to any City employee, member of the public, City government, or City property, regardless of location.

5.6.2 Physical violence against persons or property.

5.6.3 Sabotage of City property or processes.

5.6.4 Theft or unauthorized removal or possession of the City’s property or another person’s property from City premises.

5.6.5 Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.

5.6.6 Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee’s business.

5.6.7 Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.

5.6.8 Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City sponsored events.

5.6.9 Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.

5.6.10 Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

5.7 Criminal History: Licensee shall not employ to work under the terms of this Licensing Agreement any employee, servant, or agent who is unsuitable to interact with children. “Unsuitable to interact with children” shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho’s Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

5.7.1 Licensee, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and/or agents to ascertain that there is no history of behavior that would make Licensee or its employees, servants, or agents unsuitable to interact with children.

5.7.2 Licensee shall certify to Licensor that each of Licensee’s employees, servants, and/or agents is fit to interact with children and will so certify this information prior to allowing the employee, servant, or agent to perform any on-site services. Failure to certify shall be grounds for immediate revocation of this licensing agreement.

VI. INDEMNIFICATION AND INSURANCE

6.1 Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Licensee or its servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by Licensee, its servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Licensor or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless the Licensor, its elected officials, officers, employees, agents, and volunteers. If the Licensor becomes liable for an amount in excess of the Licensee’s insurance limits, Licensee covenants and agrees to indemnify...
and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, to the extent permitted by law.

6.2 Insurance: The Licensee shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. The Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer. All of Licensee’s policies shall be primary and Licensee agrees that any insurance maintained by the Licensor shall be non-contributing with respect to the Licensee’s insurance. Licensee shall advise the Licensor of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

6.3 Workers Compensation and Employers Liability: Regardless of the number of employees Licensee may have, Licensee shall have and maintain throughout the term of this Agreement and any extensions thereof, statutory Workers Compensation insurance in the statutory limits as required by law and Employers Liability insurance coverage with a limit of no less than $500,000.00 for bodily injury by accident or disease. In the event Licensee sublets any responsibilities under this Agreement, the Licensee shall require the sub-licensee to provide Workers Compensation insurance coverage for itself and any/all the sub-licensee’s employees performing responsibilities under this Agreement. Licensee shall provide proof of insurance to the Licensor prior to the exercise of its rights and responsibilities under this Agreement.

VII. GENERAL PROVISIONS

7.1 Notices: The parties' addresses for all notices set forth in this Agreement are:

<table>
<thead>
<tr>
<th>Licensor:</th>
<th>Licensee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Boise</td>
<td>East Boise Youth Baseball and Softball, Inc.</td>
</tr>
<tr>
<td>Department of Parks and Recreation</td>
<td>Attn: Brent Daniel Delong</td>
</tr>
<tr>
<td>Attn: Karen Bledsoe</td>
<td>P.O. Box 170167</td>
</tr>
<tr>
<td>1104 Royal Blvd</td>
<td>Boise, Idaho 83717</td>
</tr>
<tr>
<td>Boise, Idaho 83706</td>
<td></td>
</tr>
</tbody>
</table>

Licensee shall update Licensor whenever there are changes to the corporation address, corporate status, or the identity of the Registered Agent.

For purposes of legal notices, Licensee’s Registered Agent is:

Brent Daniel Delong
6471 E Deer Ridge St
Boise, Idaho 83716

7.2 Non-Discrimination: Licensee, by using this 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, religion, national origin or ancestry, age, physical handicap or sexual orientation and/or gender identity/expression. Non-compliance with such assurances shall constitute a breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

7.3 Compliance with Laws: In performing the scope of services required hereunder, Licensee 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 all sales and use tax legislation. Specifically, Licensee shall comply with all state or Central District Health Department statutes, rules and regulations governing the regulation of food establishments in the operation of any concessions or food service.

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/EAST BOISE YOUTH BASEBALL AND SOFTBALL, INC. - 6
operations in which Licensee may engage. The Licensor reserves the right to request proof of compliance with any applicable statute, ordinance or regulation for which Licensee is statutorily required to comply.

7.4 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. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.5 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this License Agreement.

7.6 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 City.

7.7 Attorney’s Fees: Should any litigation be commenced between the parties to 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 a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

7.8 Independent Permittee: Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the City of Boise City.

7.8.1 The parties intend that this Agreement create only an independent licensing relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor other than as specified in this Licensing Agreement. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.

7.8.2 Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees, or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.

7.8.3 Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

7.9 Entire Agreement: This instrument embodies the whole agreement of the parties and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor’s right to demand strict compliance with the terms hereof.

7.10 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

[End of Agreement; signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the dates set forth below.
CITY OF Boise City:
Licenser

By: 
Doug Halloway
Director
Department of Parks and Recreation

STATE OF IDAHO )
) ss.
County of Ada )

DATED: 2-26-2020

CHLOE SALLABANKS
COMMISSION #89986
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/22/2023

SUBSCRIBED AND SWORN TO before me this 26th day of February, 2020
(month/year)

Chloe Aalleh
Notary Public for Idaho
Commission Expires 5/22/2023

East Boise Youth Baseball & Softball, Inc.
Licensee

By: 
Brent Daniel Delong
President

DATED: 2/25/2020

STATE OF IDAHO )
) ss.
County of Ada )

SUBSCRIBED AND SWORN TO before me this 25th day of February, 2020
(month/year)

Rhosan Ames
Notary Public for Idaho
Commission Expires 4/16/2024

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT - CITY OF BOISE/EAST BOISE
YOUTH BASEBALL AND SOFTBALL, INC. - 8
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-96-20
DATE: March 2, 2020
SUBJECT: CP 20-242 Fire Protective Gear; Municipal Emergency Services; NPPGOV; NTE FY20 and FY21 Budget

BACKGROUND:

National Cooperative Procurement Partners is a cooperative purchasing agency that has competitively bid a contract with Municipal Emergency Services, contract number 0000168, which provides for fire protection gear and allows the City to use the resulting contract. This contract may be viewed by contacting Purchasing.

This request is to gain authorization to procure fire protection gear for Fire Department use off of National Cooperative Procurement Partners contract number 0000168 from Municipal Emergency Services, not to exceed FY20 and FY21 budget.

RECOMMENDATION:

Finance and Administration and Fire Department staff recommend authorization to procure CP 20-242 Fire Protective Gear from Municipal Emergency Services, off of National Cooperative Procurement Partners, contract number 0000168, not to exceed FY20 and FY21 budget.

This purchase is pursuant to Idaho Code Section 67-2807 which permits political subdivision participation in joint purchasing agreements with other political subdivisions and through joint purchase programs established by any not-for-profit association of political subdivisions.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- CP 20-242 Quote (PDF)
A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-242 FIRE PROTECTIVE GEAR BETWEEN THE CITY OF BOISE CITY (FIRE DEPARTMENT) AND MUNICIPAL EMERGENCY SERVICES OFF OF NPPGOV CONTRACT NUMBER 0000168; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, National Cooperative Procurement Partners is a cooperative purchasing organization that has competitively bid a contract with Municipal Emergency Services, contract number 0000168, for fire protective gear and allows the City to use the resulting contract; and

WHEREAS, Finance and Administration and Fire Department staff recommend authorization to procure CP 20-242 Fire Protective Gear, from Municipal Emergency Services, off of National Cooperative Procurement Partners contract number 0000168, not to exceed FY20 and FY21 budget.

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

Section 1. That authorization to procure CP 20-242 Fire Protective Gear by and between the city of Boise City and Municipal Emergency Services off of National Cooperative Procurement Partners, contract number 0000168, not to exceed FY20 and FY21 budget, is hereby approved.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
Bill To
BOISE FIRE DEPARTMENT
333 N MARK STALL PL
BOISE ID 83704-5511

Ship To
Jeremy Kircher
12142 WEST JOPLIN ROAD
Boise ID 83714
United States

<table>
<thead>
<tr>
<th>Item</th>
<th>Alt. Item #</th>
<th>Units</th>
<th>Description</th>
<th>QTY</th>
<th>Unit Sales Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>HFRP Tail Coat</td>
<td>IDBOIS00112</td>
<td></td>
<td>IDBOIS00112 HFRP Tail Coat</td>
<td>82</td>
<td>951.56</td>
<td>78,027.92</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LTO Tails Coat</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Outershell: 6.6 oz. Pioneer Black</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Thermal Liner: 7.1 osy Synergy II 2 layer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Moisture Barrier: 4.7 osy Type 2F Crosstech Black</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HFRP Tail Pant</td>
<td>IDBOIS00107</td>
<td></td>
<td>IDBOIS00107 HFRP Tail Pant</td>
<td>82</td>
<td>1,292.21</td>
<td>105,961.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LTO Tails Pant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Outershell: 6.6 oz. Pioneer Black</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Thermal Liner: 7.1 osy Synergy II 2 layer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Moisture Barrier: 4.7 osy Type 2F Crosstech Black</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal                                                                 183,989.14
Shipping Cost (FedEx Ground)                                               0.00
Total                                                                       $183,989.14

NPPGOV  
Contract#0000168  
City of Boise GPO#: 83704-5511

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.
TO: Mayor and Council
FROM: Amy Snyder, Department of Aviation
NUMBER: RES-97-20
DATE: February 27, 2020
SUBJECT: Landlord Release - Idaho CDL Training, LLC and T Bank, N.A.

BACKGROUND:

Idaho CDL training is in the business of commercial driver's license training and leases approximately two (2) acres of land located in the former gravel pit to the east of the Airport. The lease is month to month.

These documents serve as notice to the City that T Bank, N.A. (small business loan lender) has an interest in the equipment that may be stored upon the leased premises. There is very minimal risk to the City in light of the parcel that is leased, the operations on the premises and the equipment stored upon the property.

FINANCIAL IMPACT:

None

ATTACHMENTS:

- City Of Boise Landlord Release Idaho CDL partially executed (PDF)
CITY OF BOISE

Resolution NO. RES-97-20

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

A RESOLUTION AGREEING AND CONSENTING TO A LANDLORD'S RELEASE AGREEMENT FOR THE BENEFIT OF T BANK, N.A. AS LENDOR AND IDAHO CDL TRAINING, LLC, THE LESSEE IN A GROUND LEASE AGREEMENT WITH THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AS BORROWER; AGREEING TO A SECURITY INTEREST IN COLLATERAL STORED UPON THE LEASED PREMISES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID LANDLORD'S RELEASE AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Landlord's Release Agreement, a copy of which are attached hereto marked Exhibit "A" and made a part hereof by attachment be, and the same hereby are, approved both as to form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Landlord's Release Agreement 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.
LANDLORD'S RELEASE

Borrower: Idaho CDL Training LLC
1111 S. Orchard Street #239,
Boise, ID 83705

Lender: T Bank, N.A.
Dallas Office Park
16200 Dallas Parkway, Suite 190
Dallas, TX 75248
(972) 720-9000

THIS LANDLORD'S RELEASE is entered into among Idaho CDL Training LLC ("Borrower"), whose address is 1111 S. Orchard St., Boise, ID 83705, and T Bank NA ("Lender"), whose address is 16200 Dallas Parkway, Suite 190, Dallas, TX 75248; and Boise City (Department of Aviation) ("Landlord"), whose address is 3201 Airport Way, Ste 1000, Boise, ID 83705.

Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property: FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY and VEHICLES.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject and subordinate at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement. Landlord agrees to provide Lender written notice of default by Tenant under the Lease and reasonable opportunity to cure the default.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, or at Lender's discretion, any jurisdiction in which the Premises or Collateral are located. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan, including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Release, as this Landlord's Release may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Release from time to time.

Borrower. The word "Borrower" means and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.
Lender: The word "Lender" means T Bank NA, its successors and assigns.

Loan: The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note: The word "Note" means the Note dated ________ and executed by IDAHO CDL TRAINING LLC in the principal amount of $300,600.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises: The word "Premises" means the real property located in Ada County, State of Idaho, commonly known as 4815 S. Market St. Boise, ID 83706.

Related Documents: The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, where now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S RELEASE, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED ____________________________.

February 2020

March 10, 2020

BORROWERS:

Idaho CDL Training LLC

BY: ____________________________

Harry Packwood, Member Managed

LANDLORD:

Boise City

BY: ____________________________

Lauren McLean, Mayor

name and title

LENDER:

T BANK NA

X ____________________________

Patrick Howard, President & CEO
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-98-20
DATE: March 3, 2020

BACKGROUND:
The City of Boise has many conference, training, and meeting rooms that require Audio Visual solutions ranging from the very complex to the simple room with a PC and a Projector. Increasingly, the City needs more complex rooms that have capabilities that require the services of a professional Audio-Visual vendor. Prior to RFP 18-201, the City had never initiated a contract for Audio Visual services, which made it difficult to design and equip rooms with the necessary technology.

RECOMMENDATION:
Finance and Administration and Information Technology Department staff recommend that RFP 18-201(C) be renewed for one (1) year, beginning April 3, 2020, and ending April 2, 2021, not to exceed Budget. This is the second (2nd) of Five (5) annual renewals allowed by the Agreement.

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

ATTACHMENTS:
- RFP 18-201(C) FY20-21 Contract Renewal (PDF)
A RESOLUTION APPROVING THE RENEWAL OF RFP 18-201(C), MISC. A.V. SERVICES, BETWEEN THE CITY OF BOISE (INFORMATION TECHNOLOGY) AND NEURILINK; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Information Technology staff recommended award of RFP 18-201(C), Misc. A.V. Services, to the best qualified proposers, one of which is Neurilink; and

WHEREAS, during their meeting of March 5, 2019, the City Council followed staff recommendation and awarded Resolution No. 86-19 to Neurilink; and

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

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

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

WHEREAS, this is the second (2nd) of Five (5) renewals allowed by the Agreement.

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

Section 1. That the Renewal by and between the city of Boise City and Neurilink for RFP 18-201(C), Misc. A.V. Services, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
March 1, 2020

Greg Bridges
Neurilink
623 South Americana Blvd
Boise ID 83702
agbridges@neurilink.com

RE: Renewal of Boise City RFP 18-201(C): Misc. A.V. Services, Neurilink, Information Technologies, Boise City

Dear Greg:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 18-201(C), Boise City is interested in renewing the contract for one year, beginning April 3, 2020 and ending April 2, 2021, in an annual amount not to exceed $Budget. This is the second (2nd) of five (5) renewals allowed by the Agreement.

If you are interested in renewing your agreement, please indicate your acceptance by completing the appropriate area below, signing, and returning the document. Also, please include an updated copy of your current general liability insurance listing Boise City as additional insured, auto insurance and workers' compensation certificates. If applicable, include other certificates requested as well.

The renewal term will be effective upon your receipt of a purchase order from the City. Thank you for your interest in meeting the needs of the City of Boise. Please return signed letter to Purchasing Office, 150 N. Capitol Blvd., PO Box 500, Boise, Idaho 83701-0500.

Sincerely,

Colin Millar
Purchasing Manager
City of Boise

ACCEPTED BY:
Neurilink
By

Greg Bridges
Print Name

Approved By:
Mayor

ATTEST:
City Clerk

Packet Pg. 529
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-99-20
DATE: March 3, 2020

BACKGROUND:
The City of Boise has many conference, training, and meeting rooms that require Audio Visual solutions ranging from the very complex to the simple room with a PC and a Projector. Increasingly, the City needs more complex rooms that have capabilities that require the services of a professional Audio-Visual vendor. Prior to RFP 18-201, the City had never initiated a contract for Audio Visual services, which made it difficult to design and equip rooms with the necessary technology.

RECOMMENDATION:
Finance and Administration and Information Technology Department staff recommend that RFP 18-201(A) be renewed for one (1) year, beginning April 3, 2020, and ending April 2, 2021, not to exceed Budget. This is the second (2nd) of Five (5) annual renewals allowed by the Agreement.

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

ATTACHMENTS:
- RFP 18-201(A) FY20-21 Contract Renewal (PDF)
CITY OF BOISE

Resolution NO. RES-99-20

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

A RESOLUTION APPROVING THE RENEWAL OF RFP 18-201(A), MISC. A.V. SERVICES, BETWEEN THE CITY OF BOISE CITY (INFORMATION TECHNOLOGY) AND COMPUNET, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Information Technology staff recommended award of RFP 18-201(A), Misc. A.V. Services, to the best qualified proposers, one of which is CompuNet, Inc.; and

WHEREAS, during their meeting of March 5, 2019, the City Council followed staff recommendation and awarded Resolution No. 89-19 to CompuNet, Inc.; and

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

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

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

WHEREAS, this is the second (2nd) of Five (5) renewals allowed by the Agreement.

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

Section 1. That the Renewal by and between the city of Boise City and CompuNet, Inc. for RFP 18-201(A), Misc. A.V. Services, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
March 2, 2020

Thomas McFarlin
CompuNet, Inc.
2264 South Bonito Way, Suite 150
Meridian ID 83642
tmcfarlin@compunet.biz

RE: Renewal of Boise City RFP 18-201(A); Misc. A.V. Services, CompouNet, Inc., Information Technologies, Boise City

Dear Thomas:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 18-201(A), Boise City is interested in renewing the contract for one year, beginning April 3, 2020 and ending April 2, 2021, in an annual amount not to exceed Budget. This is the second (2\textsuperscript{nd}) of five (5) renewals allowed by the Agreement.

If you are interested in renewing your agreement, please indicate your acceptance by completing the appropriate area below, signing, and returning the document. Also, please include an updated copy of your current general liability insurance listing Boise City as additional insured, auto insurance and workers' compensation certificates. If applicable, include other certificates requested as well.

The renewal term will be effective upon your receipt of a purchase order from the City. Thank you for your interest in meeting the needs of the City of Boise. Please return signed letter to Purchasing Office, 150 N. Capitol Blvd., PO Box 500, Boise, Idaho 83701-0500.

Sincerely,

Please renew the agreement: yes ☑ no ☐

Colin Millar, Purchasing Manager
City of Boise

3.2.2020

ACCEPTED BY:

CompuNet, Inc.
By

Thomas McFarlin, Vice President of Operations
Print Name

3/2/2020

Mayor

Date

ATTEST:

City Clerk

Date
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-100-20
DATE: March 3, 2020
SUBJECT: Renewal RFQ 17-168 (A): Fab & Install of Interpretive Signs: Arts: Advanced Sign: NTE Budget on TO

BACKGROUND:
Arts and History Department solicited proposals to pre-qualify contractors to provide Fabrication and Installation of Interpretive Signs. This request for qualification was not based on any specific projects. Rather, the City seeks to enter into Fabrication and Installation of exhibit-quality historical interpretive signs contracts with up to three vendors so they would be available to be hired, on a negotiated Task Order, project-by-project basis, under the awarded contract.

RECOMMENDATION:
Finance and Administration and Arts and History Department staff recommend that RFQ 17-168 (A) be renewed for one (1) year, beginning March 14, 2020, and ending March 13, 2021, not to exceed Budget on Task Order Basis. This is the third (3rd) of five (5) annual renewals allowed by the Agreement.

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

ATTACHMENTS:
- RFQ 17-168 (A) Contract Renewal  (PDF)
CITY OF BOISE

Resolution NO. RES-100-20

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

A RESOLUTION APPROVING THE RENEWAL OF RFQ 17-168 (A), FABRICATION AND INSTALLATION OF INTERPRETIVE SIGNS, BETWEEN THE CITY OF BOISE CITY (ARTS AND HISTORY) AND ADVANCED SIGN, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Arts and History staff recommended award of RFQ 17-168 (A), Fabrication and Installation of Interpretive Signs, to the best qualified proposers, one of which is M.R. Priest, Inc. dba Advanced Sign Design and which is now operating as Advanced Sign, LLC; and

WHEREAS, during their meeting of January 15, 2019, the City Council followed staff recommendation and awarded Resolution No. 21-19 to M.R. Priest, Inc. dba Advanced Sign Design; and

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

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

WHEREAS, Advanced Sign, LLC has agreed to renew the contract under the terms and conditions as specified in the attached renewal letter; and

WHEREAS, this is the third (3rd) of five (5) renewals allowed by the Agreement.

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

Section 1. That the Renewal by and between the city of Boise City and Advanced Sign, LLC for RFQ 17-168 (A), Fabrication and Installation of Interpretive Signs, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
December 27, 2019

Craig Miller
M.R. Priest, Inc. dba Advanced Sign Design, LLC
511 West Highland Street, 2700 E. Lanark St.
Boise, ID 83706  Meridian, ID 83642
 craig@advancedsign.com

RE: Renewal of Boise City RFQ 17-168 (A); Fabrication and Installation of Interpretive Signs, M.R. Priest, Inc. dba Advanced Sign Design, Arts and History, Boise City

Dear Craig:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFQ 17-168 (A), Boise City is interested in renewing the contract for one year, beginning March 14, 2020 and ending March 13, 2021, in an annual amount not to exceed Budget on Task Order Basis. This is the third (3rd) of five (5) renewals allowed by the Agreement.

If you are interested in renewing your agreement, please indicate your acceptance by completing the appropriate area below, signing, and returning the document. Also, please include an updated copy of your current general liability insurance listing Boise City as additional insured, auto insurance and workers' compensation certificates. If applicable, include other certificates requested as well.

The renewal term will be effective upon your receipt of a purchase order from the City. Thank you for your interest in meeting the needs of the City of Boise. Please return signed letter to Purchasing Office, 150 N. Capitol Blvd., PO Box 500, Boise, Idaho 83701-0500.

Sincerely,

Colin Millar, Purchasing Manager
City of Boise

ACCEPTED BY:

M.R. Priest, Inc. dba Advanced Sign Design, LLC

By:

Print Name

APPROVED BY:

Mayor

Date

ATTEST:

City Clerk

Date
Two Dogs, LP is requesting approval of a Final Plat for a residential subdivision comprised of 8 buildable lots on 1.85 acres. The subject property is zoned R-3D (Multi-Family Residential with Design Review Overlay) and is located at 1400, 1404, and 1408 N Liberty St.
Summary
The Preliminary Plat for the Highland Heights Subdivision was approved by the Boise City Council on October 29, 2019. The applicant now requests approval of the Final Plat, which is in conformance with the design and layout of the approved Preliminary Plat.

Recommendation
Approval of the Blanch Subdivision Final Plat, subject to the recommended conditions of approval.
BLANCHE SUBDIVISION

RE: PLAT OF A PORTION OF LOTS 6 & 11, BLOCK 1,
BROSE FIRST SUBDIVISION, BOOK 4 OF PLATS, PAGE 177, ADA COUNTY RECORDS.
LYING WITHIN THE NW 1/4 OF THE NE 1/4 OF SECTION 7, T.34N., R.2E., B.M.

BOISE CITY — COUNTY OF ADA — STATE OF IDAHO

NOTES:
1. ANY RE-SUBDIVISION OF THIS PLAT SHALL
   COMPLY WITH ALL APPLICABLE ZONING
   REGULATIONS IN EFFECT AT THE TIME OF
   THE RE-SUBDIVISION.
2. CONSTRUCTION SEWERS SHALL BE IN
   ACCORDANCE WITH THE CITY OF BOISE
   APPLICABLE ZONING AND SUBDIVISION
   REGULATIONS, UNLESS OTHERWISE APPROVED
   BY PUB-01-0024A, AT THE TIME OF ISSUE
   OF INDIVIDUAL BUILDING PERMITS.
3. ALL LOT LINES COMMON TO A PUBLIC
   STREET OR TRAFFIC ARE TEN (10) FOOT WIDE
   PERMANENT PUBLIC UTILITIES EASEMENT, LOT
   LINES THAT ARE BETWEEN PUBLIC CITY
   STREET LIGHT EASEMENTS
4. ATTACHMENTS OF 6.E.1.a, OTHER
   PROVISIONS THAT APPLY TO IRRIGATION WATER
   AND BOISE CITY FIRE CODE, 30-20-003.1
   CONCERNING IRRIGATION RIGHTS, TRANSFER
   AND DISCUSSION, IRRIGATION WATER
   HAS BEEN PROVIDED FROM NAMPA & MERIDIAN
   IRRIGATION DISTRICT. LOTS WITHIN THE
   SUBDIVISION WILL BE ENTITLED TO IRRIGATION
   WATER RIGHTS AND WILL BE OBLIGATED FOR
   THE PROVISIONS APPLICABLE TO NAMPA & MERIDIAN
   IRRIGATION DISTRICT.
5. A FIVE (5) FOOT WIDE EASEMENT IS
   HEREBY RESERVE ADJACENT TO ALL
   INTERIOR LOTS. LINES PUBLIC UTILITIES,
   IRRIGATION, AND DRAINAGE EXCEPT AS
   OTHERWISE SHOWN. A TEN (10) FOOT WIDE
   EASEMENT IS HERE RESERVE ADJACENT TO
   ANY LOT LINES AND THE SUBDIVISION
   BOUNDARY FOR PUBLIC AND PRIVATE
   UTILITIES, AND IRRIGATION, DRAINAGE.
   CONSTRUCTION OF THIS PROPERTY
   SHALL BE IN COMPLIANCE WITH THE BOISE
   DEVELOPMENT CODE (BDC), SPECIFICALLY
   APPROVED BY CAB-01-0016, PUB-01-0024
   AND SUR-01-0014.
7. THIS DEVELOPMENT IS SUBJECT TO THE
   COVENANTS, CONDITIONS, AND RESTRICTIONS
   (CC&Rs) THAT PERTAIN TO THIS
   DEVELOPMENT TO BE FILED AND RECORDED
   IN THE OFFICE OF THE
   ADA COUNTY RECORD'S OFFICE.
8. LOT B IS A COMMON LOT AND SHALL BE
   OWNED AND MAINTAINED BY THE
   HOMEOWNERS ASSOCIATION. THESE LOTS
   CANNOT BE DEVELOPED FOR RESIDENTIAL
   PURPOSES IN THE FUTURE.

REFERENCES
R1 = BROSE FIRST SUBDIVISION, BOOK 4 OF PLATS, PAGE 177
R2 = SURVEY 101 OF PLATS, PAGE 13247
R3 = RECORD OF SURVEY NO. 6322

BASIS OF BEARING
S 89°23'17" W BETWEEN FOUND
MEASUREMENTS AT THE S.W. CORNER
COMMON SECTION 8 & 7 AND THE
NORTHEAST CORNER OF SECTION 6

W. IRVING ST.

SURVEY NARRATIVE:
The purpose of this survey is a subdivision of the parcel pursuant to Idaho Code Title 50, Chapter 13. I found and held monuments along the north line of Section 17 per R2 as the Basis of Bearing. I found and held monuments along the centerline of the centerline.
2. Right-of-way distance to define the west boundary of the subdivision.
3. I held the midpoints, after accounting for the right-of-way of S. Liberty, on the north and south lines to be the dividing line between Lots 3, 4, Lots 5 and 6, and Lots 11 and 12.
4. I held record distances and geometry per R2 and R4 to define the south boundary of the subdivision.
5. I held record distances per R4, R5 & R6 to define the north boundary line of the subdivision.

LINE TABLE

<table>
<thead>
<tr>
<th>LOT</th>
<th>BRANCH</th>
<th>DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td>631.47</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>631.47</td>
</tr>
</tbody>
</table>

CURVE TABLE

<table>
<thead>
<tr>
<th>CURVE</th>
<th>ARC LENGTH</th>
<th>RADIO</th>
<th>CHORD LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

Nathan J. Dang

Digitally signed by
Nathan J. Dang
H.L. 11463
CERTIFICATE OF OWNERS

KNOW ALL PERSONS BY THESE PRESENTS, THAT TWO DOGS, L.P. AN IDAHO LIMITED PARTNERSHIP, IS THE OWNER OF THE REAL PROPERTY DESCRIBED BELOW AND IT IS SAI1 PARTNERSHIP'S INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAN.

A parcel of land being a portion of Lots 6 and 11 in Blanche First Subdivision as recorded in Book 4 of Plat at Page 171, records of Ada County, Idaho and lying in the Northwest Quarter of the Northeast Quarter of Section 7, Township 3 North, Range 2 East of the Boise Meridian, Boise City, Ada County, Idaho being more particularly described as follows:

COMMENCING on the found 5/8th inch iron pin upon which a 2-inch aluminum cap labeled PL 11463 was placed at the West-East 1/8th corner common to Sections 6 and 7 in said Township, from which the found 5/8th inch pin upon which a 2-inch aluminum cap labeled PL 11463 was placed at the East 1/8th corner common to said Sections 6 and 7 bears S 88° 22' 17" E a distance of 492.65 feet; thence S 00° 27' 05" W along the centerline of N. Liberty Street for a distance of 492.65 feet; thence leaving said centerline S 88° 22' 17" E for a distance of 203.00 feet to a set 5/8th inch iron pin with a 2-inch aluminum cap labeled PL 11463 on the east right-of-way of N. Liberty Street, the POINT OF BEGINNING.

Thence S 88° 22' 17" E for a distance of 306.64 feet to a set 5/8th inch iron with a 2-inch aluminum cap labeled PL 11463 on the east line of said lot 6; thence S 00° 27' 05" W along the east line of Lots 6 and 11 for a distance of 203.00 feet to a set 5/8th inch iron with a 2-inch aluminum cap labeled PL 11463; thence leaving said line N 88° 22' 17" E for a distance of 306.64 feet to a set 5/8th inch iron with a 2-inch aluminum cap labeled PL 11463 on the east right-of-way of N. Liberty Street; thence N 88° 22' 17" E along said right-of-way for a distance of 203.00 feet to the POINT OF BEGINNING.

Parceled contains 1.851 acres, more or less.

THE EASEMENTS IMPOSED ON THIS PLAT ARE NOT DEVOTED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS PERSONAL CONVENIENCE, AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITIES ARE AUTHORIZED TO BE PLACED THEREON.

The certification of surveyor is hereby signed and executed in accordance with the requirements of the Idaho Code and the Subdivision Plan.

Nathan J. Dang

CERTIFICATE OF SURVEYOR

I, Nathan J. Dang, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey and that it is in conformity with the Corner Permutation and Filing Act, Idaho Code 55-1601 through 55-1612.

Nathan J. Dang

P.LS. 11463

Accurate Surveying & Mapping
1602 W. Hay St., Suite 300
Boise, Idaho 83702
(208) 888-4100
www.accuratesurveying.com
Recommended Conditions of Approval

Site Specific

1. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department date received July 30, 2019, and revised site plan and preliminary plat received August 28, 2019, except as expressly modified by the following conditions:

2. Solid 6’ high fencing shall be provided along any portion of the north, south and east property lines which currently lack it.

3. At least 7 (25%) of the bike parking space shall be covered in compliance with B.C.C. Section 11-07-03.3B(1).

4. The project shall receive Design Review approval prior to obtaining building permits.

Agency Requirements

5. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District (August 23, 2019);
   b. Boise City Building Department (August 5, 2019 and January 30, 2020);
   c. Central District Health Department (August 9, 2019 and February 4, 2020);
   d. Nampa & Meridian Irrigation (August 12, 2019);
   e. Boise City Fire Department (August 30, 2019).

6. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   a. Sewer & Irrigation (August 2, 2019 and January 28, 2020);
   b. Solid Waste (August 5, 2019 and January 31, 2020);
   c. Grading & Drainage (August 1, 2019);

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

Subdivision

7. The following notes shall be placed on the face of the Final Plat stating:
a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by CAR19-00016, PUD19-00024 and SUB19-00040.

b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00024, at the time of issuance of individual building permits.

c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.

8. 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.

9. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder’s Office.

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

10. The name Blanche Subdivision has been 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.

11. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat (B.C.C. 11-09-03.4E).

12. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).
13. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

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

   Contact: Postmaster
   770 S. 13th Street
   Boise, ID 83708-0100
   Phone: (208) 433-4301

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

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

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

   NOTE: “No Parking” signs shall be installed in accordance with the requirements of the International Fire Code (BCC 7-0-32, IFC 503.8). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.

17. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

18. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan is to be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

19. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.
20. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:
   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,

21. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.
   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.
   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.
   c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.

22. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-04.1.

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

**Standard Conditions of Approval**

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

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

27. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

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

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

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

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

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

35. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

37. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
To: Planning and Development Services

From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department

Subject: SUB20-00003; 1400 N Liberty St.; Sewer Irrigation Sub Comments

1. STANDARD IRRIGATION CONDITIONS

   a. Comply with B.C.C. 11-09-04.11 concerning pressure irrigation requirements prior to signing of the final plat by the Boise City Engineer.
      1. The owner, person, firm or corporation filing the subdivision plat shall provide a pressurized irrigation system. The system must conform to the minimum design standards and specifications of Boise City, or of the entity that will operate and maintain the system, if that entity has published standards; or
      2. The owner, person, firm or corporation filing the subdivision plat shall provide written documentation that a valid waiver of the requirement to provide a pressure irrigation system and that Idaho Code 31-3805(1)(a) regarding transfer of water rights, has been complied with.
   b. Prior to either commencing construction or signing of the final plat by the Boise City Engineer, developer shall:
      1. Submit for approval by the Department of Public Works, construction plans and specifications for the pressurized system, stamped by a registered engineer.
      2. Provide written assurance that provisions have been made for ownership, operation, and maintenance of the system.
      3. Delineate all necessary irrigation easements on the final plat (B.C.C. 11-09-03.6).
   c. Developer shall provide for an independent inspection of the installation of irrigation facilities and written certification by the design or project engineer that the system was installed according to the approved plans. In addition, the Department of Public Works must be present for the system pressure test and participate in a final inspection.
   d. Developer may construct prior to final platting or bond in the amount of 110% of the estimated construction costs based on the approved plans.
e. **Fees**: Developer and/or owner shall pay the current inspection and plan review fees applicable to the proposed subdivision prior to signing of the final plat by the Boise City Engineer (B.C.C. 11-03-03.3.B.).

2. **STANDARD SEWER CONDITIONS**

   **City Subdivision Conditions**
   a. Wetline sewers are required (B.C.C. 11-09-04.4., *Required Improvements; Sanitary Sewer*).
      1. Plans shall be submitted to and approved by the Boise City Department of Public Works prior to commencing with construction. Developer and/or owner may either construct improvements prior to final platting or execute a performance agreement and provide surety in the amount of 110% of the estimated costs. The developer and/or owner shall coordinate with the Department of Public Works for construction inspection prior to and during construction. Unless otherwise approved by the Public Works Department, all sewer construction shall be completed and accepted within 90 days of plat recordation, or within 30 days of issuance of the first building permit within the subdivision, whichever comes first.

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

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

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

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

   c. Unless previously paid, developer and/or owner shall pay a sewer assessment along __N Liberty St._ and/or as may be approved by the Boise City Public Works Commission prior to signing of the final plat by the Boise City Engineer. Contact the Department of Public Works for specific costs.

   d. Unless previously paid, developer and/or owner shall pay a connection fee and physically connect to sewer the existing building on Lot(s) __3__ , Block __1__ prior to signing of the final plat by the Boise City Engineer or post bond/agreement for 110% of the cost to connect.

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

   e. Developer and/or owner shall comply with all provisions of the Boise City “Sewer Tap” Ordinances.
1. Developer and/or owner may either construct prior to final platting or post bond/agreement in the amount of 110% of the estimated costs. Please contact the Public Works Department for specifications and inspections during construction.

**NOTE:** All bonding shall conform to B.C.C. 11-09-04.2., *Required Improvements; Filing of Plans and Bonding Surety*, which specifies that the improvements to be made shall be done in a time period not to exceed one year from the date of approval of the final plat.
BOISE PUBLIC WORKS DEPARTMENT
SUBDIVISION EQUIVALENT ASSESSMENT - 8" EQUIVALENCY FORM

For More Information Contact: Rita DeYoung 208-608-7443
2nd Floor, City Hall #2, 150 N. Capitol Blvd

SEWER PERMIT # NONE DUE

SUBDIVISION NAME

BLANCHE SUBDIVISION

Date: 29-Jan-20
Contact Person: 
Company: 
Telephone #: 

SUBDIVISION ACREAGE

1

IS SUBDIVISION 2 ACRES OR LESS? Y IF YES, SEE ASSESSMENT CHART

Street # 1:

Frontage
Depth
Total Area Street #1

125.00

- sq. feet

Street # 2:

Frontage:
Depth:
Total Area Street #2

0.00
125.00

- sq. feet

SUBTOTAL ALL AREA: 

LESS previously Paid Area: 

sq ft (see below)

Net Area for Calc: 

Rate Per Sq. Foot: $0.33

Assessment Cost: 

Service Line Cost: 

SEWER ASSESSMENT $0

CONNECTION FEES: $0

TOTAL SUBDIVISION FEES: $0

CALCULATION FOR ASSESSMENT CREDIT:
Address for existing structure fees previously paid:
211 W HIGHLAND ST

Date Fees Paid:
Amount of Assessment Paid:
Service Line Cost:
Assmt Cost at Date Pd

Sq. Feet Previously Paid: 

EXISTING STRUCTURE FEES:

Address(es) for existing structure fees due:

Treatment Capacity: $0.00
Trunkline Capacity: $0.00
Interceptor: $0.00

Total fees for Existing Structure: $0.00

If area calculated by Design, insert in Total Street #1 cell below
January 30, 2020

PDS Building Department Plan Review:

The subdivision final plat SUB20-00003 has been reviewed and the existing structures on the property appear to be in non-compliance with proper required distance from the proposed property lines, thus a demolition permit or a permit to move structures must be applied for prior to any signoff from the building plan review division.

Jenny Nelson
Plans Examiner II
Planning and Development Services
Office: (208)608-7109
jnelson@cityofboise.org

Making Boise the most livable city in the country.
1. We have No Objections to this Proposal.
2. We recommend Denial of this Proposal.
3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
4. We will require more data concerning soil conditions on this Proposal before we can comment.
5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
   - high seasonal ground water
   - bedrock from original grade
   - other

6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
   - central sewage
   - interim sewage
   - individual sewage
   - community sewage system
   - individual water

9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
   - central sewage
   - sewage dry lines
   - community sewage system
   - central water

10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
12. We will require plans be submitted for a plan review for any:
   - food establishment
   - beverage establishment
   - swimming pools or spas
   - grocery store
   - child care center

13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.
14. 

Reviewed By: [Signature]
Date: 3/31/20
TO: Planning and Development Services

FROM: Evan Carpenter
Environmental Analyst
Public Works Department

DATE: 1/31/2020

RE: Solid Waste Comments – SUB20-00003

City of Boise Solid Waste staff has reviewed the application for this project and has no comment on the plat as depicted.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
City Subdivision Conditions

a. Developer shall delineate on the face of the final plat a Boise City street light easement, acceptable to the Boise City Department of Public Works, for the purpose of installing and maintaining city-owned street light fixtures, conduit, and wiring lying outside the dedicated public right-of-way (B.C.C. 11-09-03.6.).

b. The Developer shall be required to install, at their expense, street lights in accordance with Boise City Public Works specifications and standards at locations designated by the Public Works Department (B.C.C. 11-09-04.9.). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction or bonding.

c. Fees: Developer shall pay the current street light inspection and plan review fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

d. Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

e. The street lights shall be installed and accepted by the Boise City Public Works Department at the following locations. Unless otherwise noted, street lights shall be installed at a 25-foot minimum mounting height, Class “A” LED residential fixture (see Street Light Approval Fixtures on the City of Boise website)

   i) Light Locations:
   - NWC of lot 8, block 1
   - SWC of lot 11, block 1
f. If approval for bonding is granted by the Boise City Public Works Department, Developer may bond in the amount of 110% of the estimated street light costs. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.

g. As per Idaho Power requirements the lights along following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and BC-SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Street Light approved fixtures and materials on the City of Boise web page.

h. Developer, engineer, or electrical contractor shall submit a street light plan using the Boise City Street Light Design Check List to public works for approval. Once approved three copies are required.

i. All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

Special Conditions: None

If you have further questions, please contact Tom Marshall at 208-608-7526

Tom Marshall
Street Light Program Technician
Public Works Engineering
Office: (208)608-7526
 tmmarshall@cityofboise.org

Making Boise the most livable city in the country.
KM Engineering requests a one-year time extension for filing a Final Plat for a single-family residential subdivision on property located south of the Eyrie Way/Villa Ridge Way intersection, within the R-1A (Single Family Residential) and A-1 (Open Land) zones.
History:
The preliminary plat for the Eyrie Canyon Subdivision No. 4 (SUB08-00006) was approved by the City Council on March 3, 2009. Section 11-03-04.4.C(10)(b)i of the Development Code allows for preliminary plats to be phased without the need for time extensions as long as at least one phase of the plat is approved annually. The preliminary plat was approved for a maximum of 106 buildable lots on approximately 96 acres. Eyrie Canyon No. 11 will be the final phase of the subdivision and will include approximately 23 lots on 12 acres. The most recent phase of the subdivision (Eyrie Canyon No. 10) was approved on March 13, 2018 with a condition of approval requiring the Final Plat for Eyrie Canyon No. 11 be submitted by March 13, 2019. A one-year time extension was approved by City Council on February 26, 2019 which extended the timeline to March 13, 2020. The applicant is now requesting another one-year time extension to obtain approval for the final plat for Eyrie Canyon No. 11 due to the construction of Eyrie Canyon No. 10 taking longer than anticipated.

Request:
The applicant requests a one-year time extension to March 13, 2021, to submit the Final Plat for Eyrie Canyon Subdivision No. 11.

Recommendation:
The Planning Team recommends approval of a one-year time extension to March 13, 2021, for submittal of the Final Plat for Eyrie Canyon Subdivision No. 11 per the approved Conditions of Approval.

Recommended Conditions of Approval:

1. The Final Plat for Eyrie Canyon No. 11 shall be recorded by March 13, 2021 unless another time extension is granted.

2. Compliance with applicable Conditions of Approval for SUB08-00006.
February 10, 2020  
Project No. 19-034  

Mr. Cody Riddle  
Planning and Development Services  
City of Boise  
150 N. Capitol Blvd.  
Boise, ID 83701  

RE:  Eyrie Canyon Subdivision No. 11 – Boise, ID  
Time Extension Request – SUB17-00053  

Dear Mr. Riddle:  

On behalf of Connell Development, LLC, and SRS Properties, LP, please accept this time extension request for the final plat of Eyrie Canyon Subdivision No. 11.  

As you know, Eyrie Canyon Subdivision is located in the Boise foothills north of Hill Road and east of 36th Street. The project has been ongoing for several years and is nearing completion. Presently, various construction elements for Phase 10 are undergoing final inspections, with plat recording expected in the coming weeks.  

The current approvals require the final plat for the next and final phase (Phase 11) to be recorded by March 13, 2020. Unfortunately, due to unexpected delays with Phase 10, Phase 11 will not be completed by next month. As a result, we are requesting a 2-year time extension to ensure that engineering, construction and final platting of Phase 11 can progress without the need for additional extensions. At this time, engineering for this phase is scheduled to begin this spring with construction commencing later in 2020.  

Should you have questions or require further information in order to process this request, please contact me.  

Sincerely,  

KM Engineering, LLP  

Kirsti Grabo  
Operations Manager  

cc: Connell Development, LLC  
SRS Properties, LP
TO: Mayor and Council
FROM: Adam Dingeldein, Legal
NUMBER: ORD-10-20
DATE: March 5, 2020
SUBJECT: Enacting a New Boise City Code Section, Title 3, Chapter 18, News Racks

BACKGROUND:

This ordinance aims to remedy the problems caused by the indiscriminate placement of news racks on public sidewalks. This ordinance shall not be enforced Citywide, but instead, only those areas that are most congested with pedestrian traffic within the greater downtown corridor. Per the ordinance, uniform City-owned news racks will be installed downtown. Thereafter, newspaper and periodical publishers may only sell and distribute their publications within the public right-of-way in the designated downtown corridor from uniform, City-owned news racks for which they must obtain a license from the City Clerk’s Office to use. This ordinance additionally sets forth regulations governing the City-owned news racks and provides for the removal of existing private news racks within the designated zone.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Ordinance - Summary (DOCX)
- News Rack Fee Chart (PDF)
- BCC 3-18 News Racks - new chapter(DOCX)
CITY OF BOISE

Ordinance NO. ORD-10-20

BY THE COUNCIL BAGEANT, CLEG , HALLEYBURTON, SANCHEZ, THOMSON AND WOODINGS

AN ORDINANCE AMENDING BOISE CITY CODE TITLE 3, LICENSES AND PERMITS, TO ENACT A NEW CHAPTER 18, ENTITLED "NEWS RACKS"; SETTING FORTH THE AUTHORITY, PURPOSE, AND INTENT TO CREATE SUCH LICENSE AND FEES; INCORPORATING EXISTING GENERAL LICENSING PROVISIONS; SETTING FORTH GENERAL PROVISIONS INCLUDING THE DEFINITION OF KEY TERMS; REQUIRING A LICENSE; ESTABLISHING FIXED PEDESTAL ZONES; PROVIDING IMPLEMENTATION PROCEDURES; DETAILING NUISANCE AND NON-USE PROCEDURES; PROVIDING OBLIGATIONS OF LICENSEES; INCORPORATING EXISTING DENIAL, REVOCATION, SUSPENSION, REVIEW, AND PENALTY PROCEDURES; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, newspaper, magazine, and other periodical distribution machines ("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, color, and disrepair create visual blight and are distracting to motorists and pedestrians alike; and

WHEREAS, the city of Boise City ("City") finds that uniform appearance and placement of news racks in congested areas shall contribute to the revitalization of the greater downtown corridor; and

WHEREAS, promoting a high-quality aesthetic, free of graffiti, stickers, or any other unwanted markings 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 current Master License Agreement between the City and the Ada County Highway District, which grants the City authority to regulate sidewalks and news racks; and

WHEREAS, the City conducted outreach efforts to stakeholders, who provided input and review of the draft language, and this ordinance reflects those discussions.
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
3-18-12 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.
CITY OF BOISE

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 review.

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 designation. 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 with 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 with 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.
STATEMENT OF BOISE CITY ATTORNEY AS TO ADEQUACY OF SUMMARY OF ORDINANCE NO. ____________

The undersigned, Adam Dingeldein, in his capacity as Deputy City Attorney of the city of Boise City, Idaho, hereby certifies that he is a legal advisor of the City and has reviewed a copy of the attached Summary of Ordinance No. ____________ 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.

______________________________
Adam Dingeldein, Deputy City Attorney

SUMMARY OF ORDINANCE NO. ____________
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. ____________ entitled:

AN ORDINANCE AMENDING BOISE CITY CODE TITLE 3, LICENSES AND PERMITS, TO ENACT A NEW CHAPTER 18, ENTITLE “NEWS RACKS”; SETTING FORTH THE AUTHORITY, PURPOSE, AND INTENT TO CREATE SUCH LICENSE AND FEES; INCORPORATING EXISTING GENERAL LICENSING PROVISIONS; SETTING FORTH GENERAL PROVISIONS INCLUDING THE DEFINITION OF KEY TERMS; REQUIRING A LICENSE; ESTABLISHING FIXED PEDESTAL ZONES; PROVIDING IMPLEMENTATION PROCEDURES; DETAILING NUISANCE AND NON-USE PROCEDURES; PROVIDING OBLIGATIONS OF LICENSEES; INCORPORATING EXISTING DENIAL REVOCATION; SUSPENSION, REVIEW, AND PENALTY PROCEDURES; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

This ordinance amends Boise City Code Title 3 to add a new chapter 18 which shall be entitle “News Racks.” It sets forth the purpose, scope, and authority to create such a business licensing and regulatory scheme for certain news racks. This ordinance provides general provisions, including, but not limited to, the definition of key terms. It establishes regulations of certain news racks in zones to be determined by City Council. It establishes an implementation procedure for the ordinance. The ordinance establishes license application procedures and provides the obligations of a license holder for the maintenance of City-owned news racks. It establishes regulations for the abatement of nuisance racks and the non-use of City-owned news racks. The
ordinance establishes bases for denial, suspension, and revocation of a license issued under this Chapter and provides authority to enforce this ordinance.

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 Section 50-901A(4), Idaho Code.

DATED this _____ day of _____________, 2020.

City of Boise City, Idaho

ATTEST:

______________________________
MAYOR
Lauren McLean

______________________________
EX-OFFICIO CITY CLERK
Lynda Lowry
<table>
<thead>
<tr>
<th>Fee Title</th>
<th>Proposed Fee Amount</th>
<th>Additional Fee Conditions and Terms</th>
<th>Description of fee purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Operator Fee (License)</td>
<td>$100 per operator</td>
<td></td>
<td>This is the fee that will cover review, research and processing of the license application.</td>
</tr>
<tr>
<td>Monthly per Box Charge</td>
<td>$10/month for Pay boxes $5/month for Free boxes</td>
<td>Pay boxes will have a coin mechanism and are expected to require more maintenance in terms of cost and time by City staff or vendor</td>
<td>This is the fee that will cover the administrative costs to maintain each news rack unit and administer the billing for news rack abatement.</td>
</tr>
<tr>
<td>Security Deposit Fee</td>
<td>None proposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abatement Fee</td>
<td>$100 per rack / per abatement</td>
<td></td>
<td>This is to cover the City’s costs of notifying the licensee that a rack needs to be moved or removed. Any rack not moved accordingly shall be abated by the City and placed in impound storage.</td>
</tr>
<tr>
<td>Storage Fee</td>
<td>First 30 calendar days free $5 per day for up to 30 calendar days thereafter</td>
<td>1. First 30 calendar days free 2. Thereafter $5 per day for up to 30 calendar days 3. Thereafter device considered abandoned and auctioned by police</td>
<td>This is to cover the cost of storage at a City property TBD. After 60 days any unclaimed rack is deemed abandoned, property of the City, and auctioned as abandoned property.</td>
</tr>
</tbody>
</table>
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
3-18-12 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 review.

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 designation. 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 with 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 with 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 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.
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)
ORDINANCE NO. ORD-8-20

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

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.
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

Greenheads End Subdivision (CAR19-00001) Development Agreement
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 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.

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 ___ day of January, 20___

CITY:

CITY OF BOISE CITY,
an Idaho municipal corporation

By: [Signature]
Lauren S. McLean, Mayor

ATTEST:

[Signature]
Lynda Lowry, City Clerk

STATE OF IDAHO )
) ss.
County of Ada )

On this ___ day of January, 20___ 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.

[Stamp]
DEBBIE WESTERVELT
COMMISSION #54851
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
My commission expires: 8-24-2021
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 January, 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 SW 1/4 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, 2884.96 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, 148.60 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  
j.suggs@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 of 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.e. 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

Greenheads End Subdivision (CAR19-00001) Development Agreement
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.
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: 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)
CITY OF BOISE

Ordinance NO. ORD-9-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

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.
Richard Lomas & Neighbors are appealing the Planning & Zoning Commission’s approval of a conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant retail building on 0.53 acres located at 3047 S Bown Way. The Commission also recommended approval of a rezone from C-1D (Neighborhood Commercial with Design Review) to PCD/DA (Pedestrian Commercial with Design Review and Development Agreement).

Table of Contents
Page 2  Summary
Page 2  Planning and Zoning Commission Action
Page 3  Project History
Page 5  Rezone
Page 6  Appeal Grounds and Response
Page 8  Planning Team Recommendation
Page 9  Standards of Review for Appeals
Page 10  Appeal Application and Memoranda
Page 23  Planning and Zoning Commission Action Letter (Findings)
Page 30  Minutes from the January 13, 2020 and November 13, 2019 P&Z Hearings
Page 142  Late Correspondence Memo from the January 13, 2020 P&Z Hearing
Page 266  Project Report from the January 13, 2020 P&Z Hearing
Page 372  Public Testimony received after the January 13, 2020 P&Z Hearing
Page 379  Parties of Record List for CUP19-00064
Summary
Richard Lomas & Neighbors are appealing the Planning & Zoning Commission’s approval of a conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant retail building on 0.53 acres located at 3047 S Bown Way (Figure 1). The Commission also recommended approval of a rezone from C-1D (Neighborhood Commercial with Design Review) to PCD/DA (Pedestrian Commercial with Design Review and Development Agreement).

Planning and Zoning Commission Action
The item was heard by the Commission on January 13, 2020. After reviewing the application materials and listening to public testimony, they voted to recommend approval of the rezone and approve the parking reduction based on the following reasoned statement.

Rezone
As further detailed in the project report, the rezone and development agreement are consistent with the approval criteria of B.C.C. Sections 11-03-04.03 and 11-03-04.02, respectively. Establishing PC zoning for the subject property complies with Blueprint Boise,
including a number of policies that encourage mixed use development within Neighborhood Activity Centers like Bown Crossing. Principle PDP1.2 promotes zoning allowances to support mixed use development. Principle NAC11.3 provides direction to remove barriers and update zoning districts to reflect the goals and policies of Blueprint Boise. Principles ES1.4 and CC1.1 promote compact, walkable development patterns that support transit and reduced vehicle emissions. Principle PDP1.1 recognizes designated Activity Centers as priority infill areas. The subject property is identified as “Mixed Use” on the Land Use Map and adjacent to arterial (Parkcenter Blvd) and collector (Bown Way) roadways, which also support the requested PC rezone. Rezoning the property will benefit the general public as providing neighborhood-serving uses in Activity Centers minimizes the impact of sprawl on outlying areas of the community and encourages development that allows individuals to walk, bike, or make use of public transportation. Finally, the proposed rezone will not create any issues of compatibility with surrounding zoning and development. The surrounding area consists of established residential and commercial uses with PC, C-1, and R-3 zoning. Furthermore, the associated development agreement will ensure compatibility as it includes specific use, design, and layout requirements for various aspects of the development. These included restricting uses that may require additional parking beyond the current proposal and limiting the amount of indoor and outdoor seating to be provided.

**Conditional Use Permit**

The conditional use permit for a parking reduction is consistent with the approval criteria of B.C.C. Section 11-03-04.06. The requested uses of a restaurant and retail space are compatible to other uses located within Bown Crossing, a mixed use development comprised of retail, office, restaurant, residential, and civic uses. In addition to being located within an area of the city where alternative transportation options exist (walking, biking, and public transit), the submitted parking study shows there are available parking stalls within the surrounding area. The proposal complies with Blueprint Boise. Principle GDP-MU.1(c) encourages active uses at key intersections, near existing or planned transit stops, or near major public spaces to increase visibility and promote pedestrian activity. The subject property is located at the intersection of two arterial roadways, Bown Way and Parkcenter Blvd. There is a transit route that travels along Parkcenter Blvd adjacent to the property and there is an existing bus stop directly adjacent to the subject property. A parking reduction based on the proximity to a transit line is further supported by Principle CC4.4(a) which calls for creating incentives, such as reduced parking requirements when specific Travel Demand Management parking techniques are implemented. The parking reduction will not adversely affect other property in the vicinity and no correspondence was received from commenting agencies indicating the proposed uses or the requested parking reduction would be a burden on transportation or other public facilities in the vicinity. If the parking reduction is granted, the site will be large enough to accommodate the proposed use. The property meets the minimum dimensional standards of the proposed PC zone and the building and parking lot will comply with the required setbacks.

**Project History**

The property (highlighted in red) is located within the Bown Crossing Neighborhood Activity Center (highlighted in blue) which is comprised of retail, office, restaurant,
residential, and civic uses. In addition to Parkcenter Blvd, Bown Way, and Boise Ave, Bown Crossing is also accessible via public transit and the Boise Greenbelt. Furthermore, there are approximately 10,000 residents that live within a 1-mile biking or walking distance from the development (Figure 2).

The applicant has attempted to develop the subject property since early 2018. The original request (CUP18-00037) was for a 2,700 square foot, 80-seat restaurant, and 3,200 square feet of retail space. Per the development code, these uses would typically require a minimum of 38 parking spaces; the applicant proposed to provide 14. This parking reduction was denied by the Commission in September of 2018. The applicant appealed this decision to City Council who required mediation be held with residents and property owners of Bown Crossing. After mediation was unsuccessful, City Council ultimately denied the applicant’s request. In doing so, they recommended the applicant consider modifying their project to reduce required parking to minimize impacts on adjacent properties. They also supported rezoning the subject property to PC to mirror the zoning of existing commercial uses within Bown Crossing.
Rezone
The applicant has requested to rezone the property from C-1D to PCD/DA. The subject property is designated “Mixed Use” and adjacent to PC zoned property (Figure 3).

In addition to the PC zone, A-1, R-1A, R-1B, R-1C, R-1M, L-O, N-O, R-2, R-3, R-O, C-1, C-2, C-3, C-4, C-5, H-S, M-1, M-2, and T-1 are all permissible implementing zones in the “Mixed Use” land use designation. The residential zones (A-1, R-1A, R-1B, R-1C, R-1M, R-2, and R3), office zones (L-O, N-O, and R-O) and service/industrial zones (H-S, M-1, M-2, and T-1) would not support the requested commercial uses. Although the commercial zones (C1, C-2, C-3, C-4, and C-5) would support the requested uses, they would largely be inconsistent with the existing PC zoning to the south and allow for several uses that would be inconsistent with larger vision of Bown Crossing as a walkable, bikeable Neighborhood Activity Center. The C5 zone is a clear exception but is not possible as the subject property is not adjacent to existing C-5 zoning nor is it located within an urban renewal district. Although the existing C-1D zoning supports development of the requested uses, it lacks the additional design criteria and parking reduction provisions provided with PC zoning. Furthermore, C-1D zoning allows for the development of several auto-intensive uses (i.e. drive-up establishments, car washes, and fuel centers) that would not be appropriate for Bown Crossing. The requested PC zoning is the most appropriate option to support compatible design and uses with the existing Bown Crossing development and broader neighborhood area.

In addition to the rezone request, the applicant proposed a development agreement to provide additional details concerning the design and uses associated with the project. The Planning Team suggested several conditions be added to this agreement in an effort to minimize adverse impacts on adjacent properties, particularly from a parking standpoint. These included:

1. Restricting allowed uses to restaurant, retail, and office only.
2. Limiting the hours of operation for the proposed restaurant to 6 a.m. to 2 p.m.
3. In line with the size of other outdoor seating areas in Bown Crossing, the outdoor seating area for the project shall be limited to no more than 400 square feet.
The Commission modified these conditions as follows:

1. Allowed uses shall be restricted to one, 2,054 square foot restaurant space and 3,844 square feet of office and/or retail space; an additional 590 square feet of storage and mechanical space for the office and/or retail space is also permitted.
2. Both indoor and outdoor seating for the restaurant shall not exceed 40 seats.

With these modified conditions, the Commission recommended approval of the rezone from C-1D to PCD/DA.

**Appeal Grounds and Response**

The appellant contends the Commission decision to approve the conditional use permit for a parking reduction was made in error. Their argument is further detailed below, followed by the Planning Team’s response.

1. **There was an abuse of discretion by the Commission to incorrectly suggest that the applicant can utilize shared parking on other lots in Bown Crossing.**

   **Response:** The appellant contends the Commission abused its discretion in approving the parking reduction by considering the availability of shared parking on other lots in Bown Crossing. As was determined in 2018, when a previous effort was made by the applicant to make use of shared parking via an associated set of CC&Rs detailing the interrelation of the subject property to the larger Bown Crossing development, parking for the proposed project must be limited to what can be provided on site as well as on public streets in the near vicinity. This was stated clearly in both the Planning Team’s project report and during the January 13, 2020 public hearing. Although the Commission discussed the challenges associated with enforcing where patrons of the proposed project would actually park, due to the lack of assigned parking within Bown Crossing, no proposal has been made by business or property owners in the area to actually assign parking. It should be noted that per the Development Code, assigning parking would require each use to provide an additional 20% of parking, which would be highly infeasible without the creation of an additional parking area in Bown Crossing. As such, the Planning Team does not believe this ground demonstrates an error in the decision of the Commission.

2. **The requested parking reduction was not supported by substantial evidence in the record. The submitted parking study is outdated, inaccurate and incorrectly focused.**

   **Response:** The appellant believes the parking study submitted by the applicant is outdated, inaccurate, and incorrectly focused, thereby failing to provide substantial evidence necessary for the Commission to approve the parking reduction. Although the parking study analysis was in part based on data collected in association with the 2018 parking reduction request, no significant changes have occurred to the number or types of businesses in Bown Crossing since this time. There are approximately 37 on-street parking spaces located on Bown Way and Riverwalk Drive within the development. Although limited, on-street parking was generally available at all days and times. The proposed limit to the size and types of uses, as well as the overall...
amount of seating allowed for the restaurant, as recommended by the Commission via the Development Agreement, will help to ensure demand for on-street parking for the various businesses within Bown Crossing remains balanced. As such, the Planning Team does not believe this ground demonstrates an error in the decision of the Commission.

3. Supporting documentation provided by the applicant completely omitted any analysis of transit, pedestrian, bike, car-sharing or other alternative means of patronizing Bown Crossing.

Response: The appellant makes note of what they identify as a lack of supporting documentation in the applicant’s parking reduction request to justify the Commission’s approval. Specifically, they are critical of the lack of analysis concerning transit use, pedestrian and bicycle activity, car-sharing, or other alternative means of transportation used by patrons of Bown Crossing. In support of their argument, they highlight an effort they undertook in 2018 wherein they surveyed various patrons of Bown Crossing to determine where they live, how they traveled to Bown Crossing, and the number of people with whom they travelled. First, it should be noted that the level of information requested by the appellant is not required by the Development Code. These requirements are listed below:

1. A parking study documenting a reduced need for parking;
2. List and schedule of major parking events;
3. A detailed site plan and parking space count;
4. A description of available public transit services;
5. A description of available on-street parking.

Although the information gathered by the appellant is certainly interesting, it only provides a snapshot of a limited period of time and select businesses within Bown Crossing. Furthermore, requiring this level of analysis from the applicant could be interpreted as onerous and a potential overreach on the City’s behalf. As such, the Planning Team does not believe this ground demonstrates an error in the decision of the Commission.

4. Once the primary four buildings were approved, all other subsequent developments in the area have provided enough (or more) parking than code stipulates.

Response: The appellant makes the argument that since the initial approval of Bown Crossing in 2002, subsequent developments have all provided the minimum parking required by code, while others, including the Library! At Bown Crossing and the St. Alphonsus Urgent Care have requested to exceed the parking maximum. The history of parking in Bown Crossing has been thoroughly discussed since the initial application in 2018. Reviewing available records, it can be determined that required parking was initially reduced with the rezone request to PCD in 2002. Within this application, it is also noted that parking would be shared between uses within the development. However, other than a complex set of CC&Rs that have been amended several times over the years, there has never been a formal City approval of how parking is to be
shared within Bown Crossing. Since the initial approval of the development, several uses have been approved with the assumption that parking would be shared. This includes the last approved use for the subject property, a drive through bank (CUP05-00111) where it is noted in the project report that shared parking within Bown Crossing would be utilized to provide for required parking; this project also included a rezone request to PC (Figure 4).

<table>
<thead>
<tr>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Handicapped spaces proposed:</td>
<td>Handicapped spaces required:</td>
</tr>
<tr>
<td>Parking spaces proposed:</td>
<td>Parking spaces required:</td>
</tr>
<tr>
<td>Number of compact spaces proposed:</td>
<td>Number of compact spaces allowed:</td>
</tr>
<tr>
<td>Bicycle parking spaces proposed:</td>
<td>Bicycle parking spaces required:</td>
</tr>
<tr>
<td>Parking Reduction requested?</td>
<td>Off-site Parking requested?</td>
</tr>
<tr>
<td></td>
<td>No*</td>
</tr>
</tbody>
</table>

*An existing shared parking agreement is established which provides for all required parking.

The appellant, as well as others opposed to the project, have also raised concern about the applicant’s request to rezone the subject property to PC to create the appearance that the requested parking reduction is less than it actually is. It is accurate that the PC zone allows for parking reductions that may be approved by the Planning Director if the design of the project and the nature of the surrounding area permits. In the case of the applicant’s proposal, a 20% parking reduction was granted because the subject property is located on an active transit route (Route 1 on Bown Way and Park Center Blvd) and adjacent to a street with a striped bike lane (Bown Way). To explain this to the Commission, the Planning Team included the following table in the project report for this item (Figure 5).

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Parking Spaces:</td>
<td>23/19*</td>
</tr>
<tr>
<td>Accessible Spaces:</td>
<td>1</td>
</tr>
<tr>
<td>Compact Spaces Allowed:</td>
<td>5</td>
</tr>
<tr>
<td>Bicycle Parking Spaces:</td>
<td>3</td>
</tr>
<tr>
<td>Parking Reduction Requested:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

* The PC zone allows for a 20% parking reduction for projects located on an active transit route (Route 1 on Bown Way and Park Center Blvd) and adjacent to a street with a striped bike lane (Bown Way).

** Subject of the parking reduction request.

*** As a condition of approval, the Planning Team recommends a minimum of 10 bike parking stalls be required for the project to support alternative forms of transportation.

As noted earlier in this memo, the Commission recommended approval of the rezone to PCD/DA with conditions. As such, the Planning Team does not believe this ground demonstrates an error in the decision of the Commission.

**Planning Team Recommendation**

The Planning Team maintains the project is in compliance with Boise City Code and all applicable planning documents. Furthermore, detailed review by ACHD, the Boise City
Fire Department, Public Works, and other commenting agencies demonstrates the project would not have an adverse impact or place an undue burden on the transportation system or other public facilities in the vicinity. The Planning Team recommends the following:

**Deny the appeal** and uphold the decision of the Commission by adopting the findings and modified conditions of approval from the Planning Team’s **January 13, 2020** project report.

In the event Council opts to approve the appeal and overturn the Commission’s decision, error will need to be found in the lower body’s decision according to the standards listed below.

**Standards of Review for Appeals**
Section 11-03-03.09.C(2) of the Boise Development Code provides Council with the following options when acting on an appeal:

(a) Because the review bodies are recognized as having expertise in their substantive areas, the Council shall give due consideration to their decisions.

i. The Council may find error on the following grounds:
ii. The decision is in violation of constitutional, state, or city law. An example would be that the review body’s decision would be a taking.
iii. The review body’s decision exceeds its statutory authority.
iv. The decision is made upon unlawful procedure. An example would be if notice of a required public hearing was inadequate. In such cases, the matter may be remanded to correct the error.
v. The decision is arbitrary, capricious or an abuse of discretion in that it was made without rational basis, or in disregard of the facts and circumstances presented. Where there is room for two opinions, action is not arbitrary and capricious when exercised honestly and upon due consideration.
vi. The decision is not supported by substantial evidence.

(b) If error is found, the review body decision may be reversed or modified.

(c) If no error is found the appeal shall be denied and the decision upheld.
Application for Appeal

Fee: $180

I (we) adjacent & nearby residential & commercial neighbors, hereby appeal the decision of the Boise City:
- Planning & Zoning Commission
- Hearing Examiner
- Design Review Committee
- Historic Preservation Commission
- Planning Director

File Number: CUP19-00064
Address: 3047 South Bown Way

Specific Action Being Appealed: Approval of a Conditional Use Permit for a parking reduction associated with construction of a 6,700 sq/ft multi-tenant building on 0.53 acres located at 3047 South Bown Way

Grounds for Appeal
1. There was an abuse of discretion by P&Z to incorrectly suggest that the Applicant can utilize shared private parking on other lots in Bown (they can't legally do that).
2. The requested parking reduction was not supported by substantial evidence in the record. The submitted parking study is outdated, inaccurate and incorrectly focused.
3. Supporting documentation provided by the Applicant completely omitted any analysis of transit, pedestrian, bike, car-sharing or other alternative means of patronizing Bown.
4. Once the primary four Bown buildings were approved, all other subsequent developments in the area have provided enough (or more) parking than code stipulates.

Appeal Contact Person: Richard Lomas
Address: 3607 South Bown Way, #201 - Boise, ID 83706
Home Phone: 208-806-1414
Work Phone: 208-806-1414

Appeals
- Appeal of an Administrative Decision to the Planning & Zoning Commission or Design Review Committee (non-refundable fee).
- Appeal of a Design Review Committee Decision to the Planning & Zoning Commission.*
- Appeal of a Planning & Zoning or Historic Preservation Commission decision to City Council.
- Appeal of a Hearing Examiner decision to City Council.*

* Portion of fee is refundable if appeal is successful.

Notes
1. If the reasons for the appeal are resolved prior to the appeal hearing, please contact the Planning Staff at 208-344-2170.
2. The only topics which may be discussed during the appeal hearing are the specific reasons for the appeal as stated in the application.
3. Neighborhood groups are encouraged to elect a spokesperson for appeals that are supported by numerous residents of the project to avoid a duplication of testimony.
4. Section 11-3-7.2 of the Zoning Ordinance provides that an appeal to Council may not be withdrawn without the consent of Council.

Signature of Appellant/Representative: ___________________________ Date: 1/23/2020

For Staff Use Only:
If the appellant is not the applicant, the applicant must be contacted immediately following the acceptance of this appeal. Applicant contacted on __________________________ by __________________________. □ Appeal is by applicant.
We, Adjacent & Nearby Residential & Commercial Neighbors, hereby appeal the decision of the Boise City Planning & Zoning Commission.

File #: CUP19-00064 / 3047 S BOWN WAY

Action being appealed: Approval of a conditional use permit for a parking reduction associated with construction of a 6700 sf multi-tenant building on 0.53 acres located at 3047 S Bown Way.

Grounds for appeal:

1. There was an abuse of discretion by P&Z to incorrectly suggest that the Applicant can utilize shared private parking on other lots in Bown (they can’t legally do that)
2. The requested parking reduction was not supported by substantial evidence in the record. The submitted parking study is outdated, inaccurate and incorrectly focused.
3. Supporting documentation provided by the Applicant completely omitted any analysis of transit, pedestrian, bike, car-sharing or other alternative means of patronizing Bown.
4. Once the primary four Bown buildings were approved, all other subsequent developments in the area have provided enough (or more) parking that code stipulates.

Analyst: Leon Letson
To: Boise City Council
Date: Thursday, February 6th, 2020
Re: CUP-00064 and CAR-00022

Subject: Memorandum supporting the Appeal of Planning & Zoning decision

To the City Council

As you know, a large denomination of local and adjacent business owners and residents filed an appeal of the Planning & Zoning (P&Z) decision to recommend to City Council that the latest parking reduction & simultaneous down-zoning to Pedestrian Commercial (PC) be granted for 3047 S Bown Way.

The chief problem here, from our perspective, is that the P&Z got tangled up worrying about the business viability of the proposed restaurant and didn’t solely focus on the matter at hand, which is the suitability, based upon the arguments and data presented, of granting a parking reduction below the already reduced requirements of the PC zoning that the applicant is simultaneously requesting their lot get down-zoned to.

When this applicant made their previous efforts at a parking reduction with this same basic site plan and building size, they were denied at City Council because their building size and usage was too parking intensive & they weren’t able to procure a shared parking agreement with the adjacent property owners. They got no agreement for shared parking because they weren’t proposing to install enough new parking to account for their development size and its new business traffic — which every other new development in Bown, after the initial town center construction, has done to date.

To be clear, the applicant made only one real change since that denial by City Council in Spring of 2019.

1. They changed the size of the restaurant down to about 1/3 of the overall building

But – there are a few other important details to note:

1. They did not meaningfully change the overall size of the building itself.
2. Almost 2/3 of the 6,700 sq/ft building are unknown TBD usages.
3. The parking plan is still the same 14 spaces (of which 3 are compact and 1 is handicap)
4. They requested a re-zone down to PC zoning.
   a. This request appears to have been made solely because PC zoning requires less parking & they can’t get neighbors to agree to a shared parking agreement. If not, why weren’t they always requesting a PC down-zoning?
5. The applicant now, very strangely, claims they no longer need a shared parking agreement with adjacent land owners, despite very little of their plan changing

As a result of the above, when the Applicant made this new CUP effort, the P&Z were supposed to specifically be looking at the subject property in isolation as the Applicant was now purporting to be providing parking for essentially all of their business traffic on their own land.

This specific new point was reiterated to me by Staff (Leon Letson). It’s possible this critical new distinction wasn’t fully clear to P&Z and perhaps contributed to the errors in how they approached their decision to recommend approval here.
One more time for clarity: The Applicants own property - *alone* - combined with any available on-street parking, was to fully account for all their parking needs under this new CUP effort.

With this new approach for the Applicant to gain approval, they would not now - or ever - be allowed to use adjacent private parking lots for their traffic needs, because their way of gaining the approval was specifically pursued to circumvent their inability to get a shared parking agreement. Instead they now claim they no longer need, nor would they ever use, more than their own lot for parking.

Revisiting 2019 for history here...This same unchanged site plan and nearly same large building size and subsequent request for a parking reduction was denied *at the City Council level* with specific verbiage cited in the City Council denial decision in May 2019 (below)...

### Reason for the Decision

Although the project is compatible to other uses within Bown Crossing, a mixed use development comprised of retail, office, restaurant, and civic uses, the conditional use permit fails to meet the approval criteria of Boise City Code Section 11-03-04.6(C)(7)(a). Specifically, the subject property is not large enough to accommodate the required parking for the project. Although alternative means of transportation to the project exist, including public transit and pedestrian and bike facilities, reducing parking to the degree requested by the applicant will adversely affect other property in the vicinity. Although the applicant cites the Bown Crossing covenants, codes, and restrictions ("C&C&R’s") as evidence that there is no adverse effect on other property and that there is shared parking available within the broader Bown Crossing development to potentially support this project, the C&C&R’s do not allow for parking reductions absent a shared parking agreement. Further, no shared parking agreement has been submitted to and approved by the City as is required for the applicant to share off-street parking facilities, pursuant to Boise City Code 11-07-03.3(D). Reducing the amount of required parking by either incorporating alternative uses or reducing the overall scale of the project may be actions the applicant can take to obtain approval.

Focusing on the red highlighted line above about “reducing the scale” and “alternative uses”, it’s important to note that the building size is essentially the same, the parking lot is the same and the “wall” of the restaurant space simply got “moved” in the building design software.

But the applicant did not make these changes as an effort to assuage parking concerns of the neighbors and return to get a needed shared parking agreement. No. They instead now also want to be down-zoned to PC, and claim the same basically unchanged plan doesn’t ever need to use anything but their own 14 spaces and very limited on-street parking. Odd indeed.

To believe this Applicants parking plan is acceptable and that a parking reduction request *down from the already reduced requirements* of Pedestrian Commercial zoning are suitable, you have to believe:

- That a 6,700 sq/ft building with 2/3 unknown tenants and 1/3 restaurant (*that will now be open all day long - a change from before when it was proposed as a breakfast space*) + additional patio, which in total the P&Z recommended for approval as a 40 seat space with no restrictions...
- ...you have to believe all of that traffic, all of the time, and forever will fit into 14 parking spaces, of which 1 is handicapped and 3 are compact — and in whatever on-street space could be found on Bown Way, which is usually full anyhow as it’s shared with 25+ other businesses that are fronting it or nearby.

Without a shared parking agreement, the applicants lot is still too small to solely encapsulate all the parking and traffic needs of a building this large.

Nothing was submitted in the written or oral testimony on behalf of the applicant to even remotely suggest that it’s now feasible to suddenly expect hardly any of their business traffic to need parking.

They didn’t submit any studies of pedestrian usage or transit usage or bike usage or even do a new & updated parking study that solely looked at their own lot & on-street parking in isolation. The person typing this (Richard Lomas) conducted the only submitted business traffic study and it showed overwhelming car usage by guests of Bown Crossing (summer of 2018).

Honestly, just the staff parking from 3 businesses will take up half of their lot, all the time. And those staff members can’t be asked to park anywhere else nearby as it’s all private lots they can’t use!

In conclusion, this appeal was filed because the P&Z decision making process incorrectly involved consideration of the adjacent parking lots in Bown and their ability to possibly, at certain times of day, absorb excess traffic from the Applicant lot in question here.

That entire line of discussion is moot.

The applicant, with the proposed building size and parking plan, does not have the legal right to ever use any adjacent private lots as they don’t have a shared parking agreement and in fact made this one more attempt to get this approval in a way that seemed to specifically try to avoid discussions and realizations about their need for more parking than they are providing.

This is 3 years of essentially the same building size and parking plan with consistent denials and rebuttals every step along the way.

By all means, grant the applicant a re-zone and put no hours restrictions on their spaces, but only if they are following City code for PC zoning and providing the required parking on their own lot for what they are proposing to add in terms of new traffic. To do otherwise would unduly burden adjacent land owners who all built enough parking for their own traffic needs.

Or...even more sensibly... The applicant could & should get a shared parking agreement like every other developer who joined Bown Crossing did, by proposing a sensible building size and usage intensity that allows them to provide enough new parking on their own lot, so that adjacent owners agree to share their own parking with them. That likely necessitates a smaller building that requires less parking and better integrates with the existing & future realities of Bown Crossing.

Thank you
Richard Lomas
Support for the Appeal of CUP19-00064

February 6, 2020

To the Attention of all City Council Members:

I am Robert Johnson and my company; Emerald Junction LLC has owned a residential condo at 3067 S Bown Way in Bown Crossing since 2007. The property directly borders the “Applicants” property at 3047 S Bown Way to the south. Over all of my years of ownership, Bown Crossing has always been primarily a vehicle destination. Even the very limited bus ridership tends to use Bown Crossing parking as a proverbial “Park and Ride”. Parking is in short supply and at times nonexistent.

Re: Appealing CUP19-00064 To date the “Applicant” has failed to conduct a current and more specific Parking Study to illustrate that there would be enough vacant on-street parking to absorb their requested 9 car parking space reduction and to also include the absorption of the 5 to 15 plus cars they have allowed to park on their vacant lot on a daily basis that would be displaced and would also have to be accounted for in any new Parking Study. In fact, the only Parking Study that the “Applicant” did submit for CUP19-00064 to P&Z was the same extremely flawed Overall Bown Crossing Parking Study from 1½ years ago (August 2018). With that being said, P&Z errored by drawing conclusions and forming opinions from that 2018 Parking Study in reaching their January 13, 2020 decision. Making such an important decision based on such deficient and suspect data from a 2018 study for a project that might not be completed until 2022 can’t be good for anyone. This must be rectified.

Be it Known: The “Applicant” lot has no public on-street parking directly adjacent to their property on either E Parkcenter Blvd to the
North or on S Bown Way to the East and also they do not have, or possess, the right (Lack of a Formal Parking Agreement) to utilize any of the parking in any of the other lots associated with, and located within, the Bown Crossing community. In short, the only parking that would be available to their customers and employees would be their small planned lot of 14 spaces, located at 3047 S Bown Way, and any available on-street public parking, first come, first serve basis. As illustrated though, by the “Applicants” own submitted photos, there was no public on-street parking available in all of Bown Crossing when said photos were taken (Google Street View), on both Riverwalk and S Bown Way.

Be it Known: To date the “Applicant” has failed to address and modify the two most glaring and problematic issues included in every one of their preceding denied applications, and still included in this current one. As Designed: 1. the building size is much too large 2. the parking lot is much too small for this particular site with the currently proposed use and any allowed future uses.

Be it Known: They have asked for a major parking space reduction, almost 40%, based on the fact the they have reduced the size of the restaurant. The major problem being that it opens up even more available lease space within the overall building for other uses that could potentially require even much more parking than said restaurant.

Therefore: The appeal of CUP19-00064 should be granted. The building footprint needs to be reduced to a point that would allow an increasing of the parking lot to a size that will fully support the proposed restaurant and all future businesses with the necessary required on-site parking spaces. The city requirement is already set at a very minimum standard and the “Applicant” is requesting a 40% reduction from said minimum standard. Simple solution, build a smaller building in order to increase the size of the parking lot.
In closing, the Planning and Zoning Commission seemed to be much more concerned with helping the “Applicant” in making their business more viable by increasing the restaurant seating from 30 to 40 and, also granting them unlimited hours of operation rather than really honing in and drilling down on how detrimental the parking space reduction would be in Bown Crossing proper and the undo hardship it would create for all parties involved. The reality is the “Applicant” needs to design and build a parking lot that will accommodate all required 23 parking spaces and then by doing so, they would be able to negotiate a “Formal Parking Agreement” in Bown Crossing per the CC&Rs.

**Note: There could be even more parking required if P&Z’s increase in seating and unlimited hours of operation is allowed to stand.**

Finally, I implore you to grant the appeal on CUP19-00064. A parking reduction is completely unwarranted and totally out of the question.

Respectfully submitted,

Robert Johnson, Owner
Emerald Junction LLC
180 S 2nd St
Eagle, ID 83616-5962
Council members, thank you for your consideration regarding the appeal of CUP-00064. I have pointed out a few times in the past just how hard many of us here in Bown have worked to make Bown Crossing the fantastic success that it is. I also appreciate the forethought that both the east Boise developers and city planning had when creating this social center of east Boise.

During the last P&Z meeting there was one single commissioner who was trying to steer the deliberation toward the key issue, which is parking. Saying “let’s approve the rezone as they have every right to do but clearly they don’t have enough parking so let’s deny the parking reduction.” Not one single other commissioner wanted to talk about this option and directed all other deliberation to regulating the business that would fill this development (seating or hours) rather than focusing on the key fact that this building is too big with too little parking for the prescribed use and that the plan simply ignores city parking code and ignores the parking issues on the ground in Bown.

While there is a big push from the city for alternative transportation and outdoor recreation it must be understood that in many cases this is where alternative transportation and outdoor recreation starts. Bown is the heart and the central hub for east Boise and the great recreation along the river. Many users of our development drive to Bown from all over the city they may get a cup of coffee then ride or walk downtown for lunch, to outlaw field for a concert, to Shakespeare festival, or to fish at in the Boise river. They then ride or walk back to Bown to have some dinner and then drive back up to the mesa, Columbia Village, or to Meridian. This means that Bown is fulfilling the city goal of creating a healthy and recreation oriented community but it does increase the pressure put on our parking.

At the this same P&Z meeting it was clear through all deliberation that the commission was thinking of this development as if the joint parking agreement was already in place and just assuming that this development would be using currently established parking to meet the needs of the businesses that will occupy this development. This ignores the fact that per this application that the development is to be fully self-sufficient in regards to parking while barely offering enough parking to handle the employees of the development (see below for a break out of the employee parking needs) This decision directly conflicts with City Council’s decision to say that current Bown parking is simply not eligible to be considered when determining the parking needs for this new development. During this appeal I ask simply that the commission think of this development, per the application, as its own entity with no other parking than the 14 they provide and 37 street parking spots that are shared by 26 other locally owned businesses in Bown and 9 condo owners.

The new self sufficient proposal with a re-zone offers 14 parking spots once again with the following businesses occupying the space:

An A-2 bakery/restaurant of this size is going to have a minimum of the following: (6-10 staff members)

- 1 manager
- 2-3 back of house staff
- 3-6 front of house staff
- Likely many more during good weather when the 1400 square foot patio is being used for seating that is unregulated in regards to parking.

The 2 suites occupying 3800 sqft of retail space is going to have a minimum of the following per suite (6 - 10 total employees) (My shop is 1750 sq/ft and I have 3-5 employees at all times)

- 1 manager (Per suite)
- 2-4 staff (Per suite)
This totals 12 - 20 staff members: for the 14 spots that are available. This means that if they are going to be self-sufficient they are expecting a maximum of 2 customer to drive to their location at any one time.

If this appeal is turned down, who will police the development agreement with no more than 40 seats inside and out? Will this now be the job of those of us who have business in Bown and are the repercussions big enough deter the business from breaking these agreements? In addition how much easier will it be to get this changed down the road when they ask to reset the dev. agreement to 50 then 60 then no agreement? There is one chance to have this development offer the parking that is required to be self-sufficient and that time is now. Once it is built there is no going back. City Council and city planners have stated that Bown parking issues are the culmination of mistakes made by the city over 15 years, is the real answer this to add one more mistake on top of these?

It has been suggested that we just begin heavily enforcing parking especially with this new development and tow any vehicles that are parked inappropriately and thus training people to park where they belong. This idea would be a cancer to the development that I have worked so hard to help create. A customer would not distinguish being towed from this new development versus the existing Bown Crossing. They would just know parking is bad and those jerks in Bown towed my car .... this would frustrate anyone and deter them from wanting to come back.

Please don't get me wrong I want this space developed, I want a new and good neighbor that brings greater diversity to our development, I want the dirt lot to be beautiful, but not when it is going to be a detriment to the development that we have all worked so hard to create. A customer would not distinguish being towed from this new development versus the existing Bown Crossing. They would just know parking is bad and those jerks in Bown towed my car .... this would frustrate anyone and deter them from wanting to come back.

There was a lot of conversation during deliberation at the P&Z meeting about how the last one to the development shouldn’t be treated any different than that were developed over 15 years ago. But there is a difference, the property was purchased because of how lucrative it will be due to the hard work of myself and many other that have been in Bown for 10 or more years. We took the risks when this wasn’t busy, we took the risk staying when the economy was bad, we took the risks when Park Center ended at our doorstep and Harris Ranch wasn’t connected to us by bridge, we took the risks when dirt lots surrounded us. The recession could have killed the bridge project or it could have killed my business, it did push back the library by years. But we stayed and we have succeeded…… so the analogy quoted many times during deliberation at the P&Z meeting “there is no room for the last one too the pool” is not accurate. A better analogy would be that this development shouldn’t be allowed to “ride on the coat tails of others” all the while making it harder for our customers to come to those of us who have put in the work to make the development a success.

I appreciate both P&Z and the Council’s efforts on this and appreciate that both have done what it takes to safe guard the hard work of the 20 local Boise entrepreneurs that are currently operating in Bown crossing.

Sincerely,

Ryan Faber
Dear Mayor McLean and City Council members,

The board of the SouthEast Neighborhood Association has voted to support the appeal of CUP19-00064 and ask that the applicant's associated parking reduction be denied.

The applicant has not significantly changed the site plan for this project since it was proposed years ago. It has the same square footage and the same number of parking spaces as it did originally. The size of the restaurant has been reduced, but the overall impact of the development will likely be the same. Even with the proposed rezone to Pedestrian Commercial, the proposed development is 5 spaces short of its requirement.

The Planning and Zoning Commission limited the restaurant size to 40 seats, but the impact of the two remaining retail spaces unknown. The proposed 14 parking spaces could easily be consumed just by employees' vehicles.

This is essentially the same plan that City Council rejected last year, suggesting that the applicant explore alternate uses and a revised site plan that is less parking intensive. That has not been done. SENA respectfully asks that you uphold the appeal for the same reasons the project was denied last year.

Thank you for your consideration,

Sincerely,
Fred Fritchman, Board member
SouthEast Neighborhood Association
To: City of Boise, City Council
From: Chad Hamilton, Trek Development, John Day AIA
Date: February 13, 2020
RE: Memorandum in Support of P&Z hearing decision
Hearing: City Council Appeal of CUP – 00064 March 12, 2020

The applicant desires to develop the site consistent with the other venues throughout the development. Which is consistent with the developments vision and the City desire for Blue Print Boise to be followed. This requires all of us to look for other ways of transportation and in this area helps move this vision forward for Blue Print Boise and Bown Crossing.

We would like to remind the Members of the City Council and Mayor McLean of the following project facts.

1. We have provided two traffic studies completed by Thompson Engineers, experts in the Boise market. The first study came back with ample parking at any time of the Day for the development.
   a. Planning and Zone requested that we provide a Second traffic study over two weeks showing multiple days and times. This was completed by the same engineering firm the city has used for studies and again over the two-week study we had ample parking for a 23-car parking reduction.
   b. NOTE- The Studies show that we had ample parking for a 23-car count reduction, we moved forward with City Councils request to lower the impact and we are only requesting 9 car count reduction. Meeting the City Councils desires and Boise Blue print plan for reduced parking lots and encouragement of alternate transportation.
   c. NOTE- The reason we bring up the fact the city has used Thompson Engineers is that all the opposition wants to discredit their report and his methodology when he comes highly respected and to date, NO OTHER traffic study has been produced that would refute any of Mr. Thompson’s findings.
   d. The two studies by Thompson Engineering show a 24% to 78% unused parking from 6 am to 7pm at night.

2. City Council asked us to change our zoning so we are less impactful on the area. We are moving from a C1-D to a PCD/DA Pedestrian Commercial with Design Review and Development agreement.
   a. Note: We have moved to PCD/DA and have provided the city with DA agreement that the City staff and the developer agree on.
   b. Note: Our current reduction and limitation on seating is a 30% reduction in overall scope from the original proposal which was denied and requested that we look at less intensive project.
   c. Note: Original size of building was 7000 sq.ft. we are now at 6700 sq.ft. The opposition has taken the term reduce size of project as literal translation to a smaller building and
claim that we have not made any attempt in reduction, when in FACT, as stated above, we have gone from a 23 parking space reduction request to 9. Again, approximately 39% reduction.

3. All the business in the Bown development use the parking field provided by the Bown development as cross-parking (which is also documented in a private agreement in the CCRS). This includes St. Alphonsus and the City Library.
   a. Our parcel is using the same parking field as all our neighbors as dictated in the Marketplace West Bown development and agreed to by all the owners and the City. It seems reasonable that we would have the same use as our neighbors and the City of Bown Crossing Development since we are part of the original development and pay dues to the HOA of Bown Crossing for maintenance of all the parking fields and cross access of Bown Crossing. This includes the parking areas at the Library, our condo neighbors parking, and St. Alphonsus parking.
   b. We are asking for no additional special exceptions that were not already provided to all the business in the Bown Crossing development.

In conclusion, Our team has worked with the City and the neighbors for two years to come up with resolutions including mediation, parking studies, meetings with the neighbors, meetings with the HOA, reductions in building feasibility, Cap on the number of seats we can have in restaurant, all in an effort to final out the Bown Crossing development.

We are very sorry we are the last parcel to the Bown Crossing project since we feel we are the ones being punished for what we feel is a great development. We feel it is a great project that encompasses what the city will want more of moving forward for Blue Print Boise. We ask that the City Council upholds P & Z findings and approves CUP – 00064 for Boise Blue Print and for the Bown Crossing Development.

Respectfully,
Chad Hamilton
John Day
January 14, 2020

John Day  
SU Architecture  
415 S 13th St  
Boise, ID 83702  
johnd@suarchitecture.com

Re: CAR19-00022 & CUP19-00064 / 3047 S Bown Way

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 0.53 acres from C-1D (Neighborhood Commercial with Design Review) to PC-D/DA (Pedestrian Commercial with Design Review and Development Agreement) and a conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant building on 0.53 acres located at 3047 S Bown Way.

The Boise City Planning and Zoning Commission, at their hearing of January 13, 2020, recommended approval of the rezone to City Council and approved your conditional use request, based on compliance with the attached Reason for the Decision and Conditions of Approval.

May we also take this opportunity to inform you of the following:

1. This letter constitutes your conditional use permit. The approval will not take effect until after the appeal period has lapsed.

2. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at: http://pds.cityofboise.org/.

3. All appeals of this conditional use permit must be filed by 5:00 P.M., on January 23, 2020.

4. If this Conditional Use Permit is not acted upon within two (2) years, it will become null and void without further notification from this Department.
5. You will be notified of the required hearing associated with the rezone request.

Questions can be directed to me at (208) 608-7085 or letson@cityofboise.org.

Sincerely,

Leon Letson
Senior Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

LL/mh

cc:  Boyd Yee / Yick Yee Family Trust / boydyee@gmail.com
     Fred Fritchman / Southeast Boise Neighborhood Association / ffritchman@msn.com
REASON FOR THE DECISION

Rezone
As further detailed in the project report, the rezone and development agreement are consistent with the approval criteria of B.C.C. Sections 11-03-04.03 and 11-03-04.02, respectively. Establishing PC zoning for the subject property complies with Blueprint Boise, including a number of policies that encourage mixed use development within Neighborhood Activity Centers like Bown Crossing. Principle PDP1.2 promotes zoning allowances to support mixed use development. Principle NAC11.3 provides direction to remove barriers and update zoning districts to reflect the goals and policies of Blueprint Boise. Principles ES1.4 and CC1.1 promote compact, walkable development patterns that support transit and reduced vehicle emissions. Principle PDP1.1 recognizes designated Activity Centers as priority infill areas.

The subject property is identified as “Mixed Use” on the Land Use Map and adjacent to arterial (Parkcenter Blvd) and collector (Bown Way) roadways, which also support the requested PC rezone. Rezoning the property will benefit the general public as providing neighborhood-serving uses in Activity Centers minimizes the impact of sprawl on outlying areas of the community and encourages development that allows individuals to walk, bike, or make use of public transportation. Finally, the proposed rezone will not create any issues of compatibility with surrounding zoning and development. The surrounding area consists of established residential and commercial uses with PC, C-1, and R-3 zoning. Furthermore, the associated development agreement will ensure compatibility as it includes specific use, design, and layout requirements for various aspects of the development. These included restricting uses that may require additional parking beyond the current proposal and limiting the amount of indoor and outdoor seating to be provided.

Conditional Use Permit
The conditional use permit for a parking reduction is consistent with the approval criteria of B.C.C. Section 11-03-04.06. The requested uses of a restaurant and retail space are compatible to other uses located within Bown Crossing, a mixed use development comprised of retail, office, restaurant, residential, and civic uses. In addition to being located within an area of the city where alternative transportation options exist (walking, biking, and public transit), the submitted parking study shows there are available parking stalls within the surrounding area. The proposal complies with Blueprint Boise. Principle GDP-MU.1(c) encourages active uses at key intersections, near existing or planned transit stops, or near major public spaces to increase visibility and promote pedestrian activity.

The subject property is located at the intersection of two arterial roadways, Bown Way and Parkcenter Blvd. There is a transit route that travels along Parkcenter Blvd adjacent to the property and there is an existing bus stop directly adjacent to the subject property. A parking reduction based on the proximity to a transit line is further supported by Principle CC4.4(a) which calls for creating incentives, such as reduced parking requirements when specific Travel Demand Management parking techniques are implemented. The parking reduction will not adversely affect other property in the vicinity and no correspondence was received from commenting agencies indicating the proposed uses or the requested parking reduction would be a burden on transportation.
or other public facilities in the vicinity. If the parking reduction is granted, the site will be large enough to accommodate the proposed use. The property meets the minimum dimensional standards of the proposed PC zone and the building and parking lot will comply with the required setbacks.

**CONDITIONS OF APPROVAL**

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received **September 24, 2019**, except as expressly modified by Design Review and the following conditions:

2. This approval allows for the reduction to 14 parking spaces to serve the development.

3. A minimum of 10 bicycle parking stalls shall be provided for the project.

4. Design Review approval is required prior to the issuance of any building permits.

5. The proposed conditional use permit and development agreement shall be updated to include the following:
   
   I. Allowed uses shall be restricted to one, 2,054 square foot restaurant space and 3,844 square feet of office and/or retail space; an additional 590 square feet of storage and mechanical space for the office and/or retail space is also permitted.
   
   II. Both indoor and outdoor seating for the restaurant shall not exceed 40 seats.

6. 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.

7. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

**Agency Requirements**

8. The applicant shall comply with the requirements of the Boise Fire Department per the memo dated **October 15, 2019**.

9. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW) in the memos from:

   i. Solid Waste dated **September 30, 2019**;
   
   ii. Sewer dated **September 30, 2019**;
Contact BCPW at 208-608-7150 for specific comments or questions.

10. Compliance with the requirements of the Ada County Highway District per the memo date October 17, 2019.

**Standard Conditions of Approval**

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

12. Vision Triangles, as defined by Boise City Code, shall remain clear of sight obstructions.

13. 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.

14. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

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

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

18. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.
19. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

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

21. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

22. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

24. 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.
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
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-intensive 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 Ansotegui.

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 Ansotegui, 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 SCHAFFER: 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 SCHAFER: Madam Chair?

CHAIRMAN STEVENS: Commissioner Schafer.

COMMISSIONER SCHAFER: 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.


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 were 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
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 seconder 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
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
Hearing Transcript - January 13, 2020
Audio Transcription

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: 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.

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
cconcerned 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
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: Anstegui?

COMMISSIONER ANSTEGUI: 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.)
CAR19-00022 / SU Architecture
DEFERRED FROM NOVEMBER 4, 2019
REQUESTING DEFERRAL TO DECEMBER 9, 2019
3047 S Bown Way
Rezone of 0.53 acres from a C-1D (Neighborhood Commercial with Design Review) zone to a PCD/DA (Pedestrian Commercial with Design Review and Development Agreement) zone. Leon Letson

CUP19-00064 / SU Architecture
DEFERRED FROM NOVEMBER 4, 2019
REQUESTING DEFERRAL TO DECEMBER 9, 2019
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

INTRODUCTION

Madam Chair Ansotegui: Thank you. We have a deferral. CAR19-00022 at 3047 South Bown Way and CUP19-00064. We are getting a request to defer this to December 9, 2019. Staff and applicant in agreement with the deferral? Is the applicant present? We will presume the applicant is in agreement with the deferral. Is there anyone who cannot return on December 9th? You can’t return on December 9th? Okay, what we’ll do is then – are you in opposition to the project?

Donna Christensen: I’m in opposition to the parking [inaudible 00:09:00].

Madam Chair Ansotegui: Okay, and you’re not able to come back on the 9th?

Donna Looze: Correct.

Madam Chair Ansotegui: Okay, all right. So what we’ll do is we will get your testimony unto the record tonight. And you won’t be able to testify again on the 9th, okay? Is there anybody else? Okay, so we’ll go ahead and hear your
testimony. And then we’ll vote after that. Oh, pardon me, did I see someone else? Oh, I'm sorry. Sorry about that, and you cannot return on the 9th either? Okay, we will hear your testimony also. Okay, thank you. Okay, with that, why don’t you come on up.

Yes, and if you would please, there should be some white pieces of paper there. And we’ll ask you to fill that out so that we know that you’re on-the-record. And also, if you will, please introduce yourself and your address before you speak.

Céline Acord, Current Planning Manager: Madame Chair.

Madam Chair Ansotegui: Yes.

Céline Acord, Current Planning Manager: Céline Acord with Staff. I would just like to maybe point out to the folks that can’t attend December 9th that the project itself is going through some redesigns and so whatever you say here tonight might not be applicable to the redesign that eventually comes before the Commission public hearing. You can always provide written testimony. It’s more accurate for the project. I’d like to throw it out there, thanks.

PUBLIC TESTIMONY

Madam Chair Ansotegui: Thank you. Given that, you’d still like to testify?

Donna Christensen: Oh, sure.

Madam Chair Ansotegui: Okay.

Donna Christensen: Okay. My name is Donna Christensen.

Madam Chair Ansotegui: Excuse me, I’m sorry. Can you pull the microphone down just a little bit. Thank you.

Donna Christensen: Can you hear me? Okay.

Madam Chair Ansotegui: Mm-hmm.

Donna Christensen: I’m Donna Christensen. My address is 3282 East Rivernest Lane in Boise 83706. And I also have an office in Bown Crossing at 3152 S Bown Way. And I just wanted to say that I object to any kind of parking requirement reduction. I feel that there’s already parking issues there.
I’ve noticed that already at my office. I’m in a place called Bown Business Center, and oftentimes there’s not even parking there. My patients have to go further out because people are having to park there that are going to the other businesses along there. And it’s just a pleasant little neighborhood commercial area. And I think making it even more crowded with parking would be a big mistake.

And there’s no alternatives, really, in the area. It’s not like people can go farther away and park farther away. They can’t park in Boise Avenue. You can’t park on Parkcenter Boulevard. You can’t park on the residential streets nearby. It’s not like there’s a public parking structure nearby where you can go to. I just think it would be a big mistake to make parking even a more serious issue than it is already. I guess that’s all I have to say.

Madam Chair Ansotegui: Thank you very much. Be sure to turn that piece of paper into us when you’re done. Thank you. Would you like to come up and speak? Thank you.

Donna Looze: My name is Donna Looze. L-O-O-Z-E. I reside at 3150 East Nature Drive here in Boise and I’m a stone’s throw from Bown Crossing. I’ve lived here eight years and I have had a great deal of enjoyment using Bown Crossing.

I would like to protest the idea of them not meeting the parking that they should have because it’s a mess at Bown Crossing right now. There are many times when there is simply no place to park. I really don’t think they should be allowed to have a variance in any way, shape, or form.

And I want to tell you that I appreciate the decision you have to make. I served on the Planning and Zoning Commission in Pocatello and there are hard decisions to make. But I hope that you can make the right decision that will benefit the businesses and the customers also at Bown Crossing. Thank you.

Madam Chair Ansotegui: Thank you, Ms. Looze.

MOTION

Madam Chair Ansotegui: Okay, we have before us a deferral of CAR19-00022, CUP19-00064. We’ve heard some testimony into the record. The Chair will entertain a motion to defer to December 9th.
Commissioner Stead: Madam Chair.

Madam Chair Ansotegui: Commissioner Stead.

Commissioner Stead: I move that we defer CAR19-00022 and CUP19-00064 to December 9th.

Commissioner Bratnober: Second.

Madam Chair Ansotegui: Thank you. We have a motion by Commissioner Stead and a second by Commissioner Bratnober to defer this item to December 9th. Will the clerk call vote?

ROLL CALL.

Commissioner Stead: Aye.

Commissioner Bratnober: Aye.

Commissioner Finfrock: Aye.

Commissioner Ansotegui: Aye.

Commissioner Schafer: Aye.

Commissioner Gillespie: Aye.

All in favor, motion carried.

Madam Chair Ansotegui: Thank you.
TO: Planning & Zoning Commission  
FROM: Leon Letson, Senior Planner  
DATE: January 13, 2020  
RE: CAR19-00022 & CUP19-00064 / Late Correspondence

---

**Project Description**

The applicant is requesting a conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant building on 0.53 acres located at 3047 S Bown Way. Also included is a rezone from C-1D (Neighborhood Commercial with Design Review) to PCD/DA (Pedestrian Commercial with Design Review and Development Agreement).

**Summary**

Following the publication of the project report for this item, the Planning Team received additional letters from the public in opposition to the proposed rezone and conditional use permit for a parking reduction.

**Attachments**

- Public comments received after publication of the project report.
Dear Planning and Zoning Commissioners,

The Board of the SouthEast Neighborhood Association (SENA) has voted to oppose the applicant's conditional use permit for a parking reduction for the above-referenced project. Even with the proposed rezone to Pedestrian Commercial, the proposed development is 5 spaces short of its requirement. As one Bown neighbor noted, the proposed 14 spaces could easily be consumed just by employees' vehicles alone.

The applicant has not changed the site plan for this project since it was proposed years ago. It has the same square footage and the same number of parking spaces as it did originally. Although the restaurant size is now limited to 30 seats, the applicant is proposing outside seating, which is not calculated into the parking requirement.

Bown neighbors have publicly reiterated time and again the issue with available parking at Bown Crossing. It is critical to the livability and prosperity of the residents and business owners that this new development have the capacity to fulfill its parking requirements on site.

Bown Crossing is often cited as a successful example of a new urbanism mixed-use community. That is because all its "parts" work together: the design, mix of residential and commercial uses, and sufficient infrastructure. As Bown Crossing builds out to completion, SENA respectfully requests that you ensure its vitality into the future by denying this application.

Thank you for your consideration.

Sincerely,

Fred Fritchman, Board member
SouthEast Neighborhood Association
January 9, 2020

Via email: lleton@cityofboise.org

Leon Letson, Senior Planner
Boise Planning and Development Services
150 N. Capital Blvd
Boise, ID 83702

Re: CAR19-00022; CUP19-00064

Dear Mr. Letson:

We write in response to the above-referenced applications for rezone and parking reduction at 3047 Bown Way on behalf of our client, Saint Alphonsus Regional Medical Center. Saint Alphonsus operates a medical clinic adjacent to the proposed development.

Before filing the applications, Applicant’s representative met with Saint Alphonsus to request feedback on a proposed restaurant and retail development with a nine-space parking reduction. Saint Alphonsus agreed they could be supportive so long as the requested parking reduction was strictly limited to nine parking stalls by including a cap on the number of restaurant seats—indoor and outdoor—in a development agreement. Applicant’s representative was agreeable to this at the meeting, but the submitted applications and development agreement do not include this limitation.

The applications underestimate the parking demands of the proposed uses in at least two ways: (1) the wrong parking calculation was used for the retail space, and (2) there is no discussion of the impacts of outdoor restaurant seating and no cap on seating capacity.

Retail. Under the City’s development code, the amount of parking required for retail use is calculated using the Gross Floor Area (“GFA”). One parking stall is required for each

---

1 In 2019, the City Council denied a prior project in this location with a requested 24-space parking reduction. The new applications propose substantially the same building size. See Boise City records for CUP18-00037.
300 square feet of GFA. The building code defines GFA to include storage and mechanical rooms. Rather than using GFA in its calculation, Applicant calculated the number of required parking spaces after subtracting 850 square feet of storage and mechanical space. Applicant’s miscalculation results in three fewer parking spaces than are actually required to serve the proposed retail use.

Restaurant. The applications propose 30 indoor seats in a restaurant, which requires ten parking spaces. The applications do not discuss outdoor seating, but the plans show 1,460 square feet of restaurant patio. The City’s building code allows one seat for every 15 square feet of patio. This means Applicant could add 98 seats on the patio, which equates to a demand for 33 more parking spaces. Planning staff has proposed a condition to restrict the size of the patio to 400 square feet. With this condition, Applicant could add 27 seats on the patio, which equates to nine more parking spaces.

The table below compares Applicant’s calculations with the actual parking demand of the proposed uses under two scenarios—with and without staff’s condition. Under either scenario, the parking demand is significantly greater than claimed in the applications. Only 14 spaces are available on Applicant’s property to meet this parking demand.

<table>
<thead>
<tr>
<th>Comparison of Parking Calculations*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Applicant’s calculation</strong></td>
</tr>
<tr>
<td>Indoor Seating</td>
</tr>
<tr>
<td>Outdoor Seating</td>
</tr>
<tr>
<td>Retail sq. ft.</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

* Fractions are rounded up to the nearest whole number

As a medical clinic, Saint Alphonsus is especially sensitive to parking impacts.Any parking reduction for the proposed development will directly impact Saint Alphonsus’s patients who arrive seeking medical attention and rely on the parking spaces that are close to the entrance. Those same close-up parking spaces for the clinic are also the closest to the proposed development and will be the first ones utilized by patrons of the development once its 14 spaces are filled.

2 Boise City Code § 11-07-03.2.
4 Boise City Code § 11-07-03.2.
To mitigate the impacts of the proposed development and ensure Applicant’s request for a nine-space parking reduction is factually accurate and legally enforceable, Saint Alphonsus requests the following conditions of approval be included in the development agreement:

1 – The combined number of indoor and outdoor seats for any restaurant shall not exceed 30.

2 – Applicant shall redesign and resubmit plans reducing the retail space so that it generates demand for no more than 13 parking spaces based on a GFA calculation that includes storage and mechanical rooms.

3 – The total parking demand of all uses on the site shall not exceed 23 spaces, and a minimum of 14 spaces shall be provided on site.

Absent these conditions, the proposed development is not compatible with surrounding uses; the proposed uses place an undue burden on transportation and other public facilities in the vicinity; the site is not large enough to accommodate the proposed uses; and the proposed uses would adversely affect other property in the vicinity.

Thank you for your consideration.

Sincerely,

Deborah Nelson

DEN/SW
Bound Crossing Properties, LLC
1025 W Shearwater Ln, Eagle, ID 83616  208-447-7965
sshannoncook@mac.com

Date: 1/9/2020

City of Boise
Planning and Development Services
150 Capitol Blvd.
Boise, ID 83701

RE: Case Number/Request:
CAR19-00022/Rezone of .53 acres from a C-1D zone to a PCD/DA
CUP19-00064/Conditional use permit for a parking reduction associated with the construction of a 6700 sq. ft. multi tenant retail building on .53 acres in a proposed PCD/DA with Design Review and a Development Agreement.

Dear Mr. Letson,

As the new owner of The Marketplace at Bown Crossing, I am writing in opposition to the Application for a Parking Reduction, Permit No. CUP19-00064. And after speaking with many tenants in The Marketplace at Bown Crossing, I am reiterating their same concerns as well on this proposed conditional use permit.

For the record, I want to see this site developed and to succeed within this wonderful residential/retail community. However, it needs to be developed responsibly and it needs to meet the parking requirements of the developer’s intended use and impact. The zoning change application is intended only to lessen the parking requirements for the applicant. And if they succeed at that, the applicant is still requesting a reduction of 9 more spaces. I believe that a fair compromise is to grant their zoning change request and to require them to adhere to their parking requirements per city code.

How is a 6700 sq. ft building with a 1200 sq. ft. deck slated for a bakery/retail center going to fully accommodate their customers and employees with 14 parking spaces? We do not even know what type of retail is being considered. Some retail allowances such as exercise studios are far more intensive on parking and could require 10-15 spaces per class. The applicant claims to be self sufficient in their parking needs, but these numbers simply do not add up. My concern is that Bown is already a thriving community with most of its parking spaces being utilized already. If this further reduction of 9 spaces is allowed beyond the rezone from a C-1D to a PCD, the applicants customers will most certainly use any available spaces within the community and there will be no way to monitor that. The applicant has not obtained a joint parking agreement with the other parking lot users as required by the Code and thus the off street parking should not be allowed, but it will be impossible to enforce if this further parking reduction is allowed.

I would also like to oppose any suggestions of hours of operation that are inconsistent with the other business hours within The Marketplace at Bown Crossing. Allowing earlier operations than 8am would put a tremendous burden on our residences located so closely to 3047 Bown Way.

The applicant has not changed their sq. ft. building of 6700 sq. ft from the original CUP No. 18-00037 that was denied back in 2018. My suggestion is to lower the sq. ft of the building footprint, thus allowing for more parking as required by the city.

Packet Pg. 749
code. I would also suggest the development agreement be very specific to the hours of operation and the types of retail allowed within this development in order to minimize further parking complications if the rezone is allowed.

Sincerely,

[Signature]

Shannon Cook
Owner
To: Boise City Planning and Zoning  
Date: 1.9.20  
Re: Opposition to CUP-00064 & CAR19-00022  

Boise City Planning and Zoning:  

Approval of the above reference application after thoughtful and proper denial in past applications is unwarranted and inappropriate.  

As a resident of Bown Crossing over the past 15 years and a business owner within the Marketplace at Bown Crossing, we have experienced the first-hand how the growth of SE Boise has negatively affected the intersections within Bown Crossing, as well as the overflow of patron vehicles into our neighborhood. Traffic flows will only increase and the demand for parking is already intense and often difficult. The above referenced application simply does not provide enough parking for the intended use.  

While we all desire to see 3047 developed, a restaurant positioned into the corner is not what was originally intended, nor can the ingress/egress points handle the demands of a restaurant. Garbage disposal and recycling trucks, food delivery trucks, grease trap pump trucks, linen trucks, not to mention employees will all place far too much abuse into a tight corner lot that was originally designed and approved to be a credit union.  

After intense debate over the past couple of years, it is non-sensical to consider approving the exact same project for approval simply because the zoning designation has changed.  

Sincerely,  

Robert Lumsden  
3268 S Temperance Way
To: Boise City Planning & Zoning Commission  
Date: Thursday, January 9th, 2020  
Re: CUP-00064 and CAR-00022  

Subject: CUP-00064 and CAR-00022 – Bown Crossing Patron Survey  

To the Planning & Zoning Commission,  

I’d like to enter into the record the results from a Bown Crossing Commercial Customer Survey that I organized in August of 2018, in cooperation with eight Bown businesses.  

One of the 3 directions that was given by the Commission in the July 2018 hearing was a request for a “sourcing map” to demonstrate where commercial business patrons were traveling from when visiting Bown Crossing.  

In an effort to address that question, I designed a survey sheet to ask where patrons were coming from, their group size and the method of travel they utilized. I got those survey sheets in the hands of Elements Massage, Bier Thirty, Boise Fry Company, Flatbread Pizza, Barber Town Eye Care, Locavore, Eastside Cycles and Cravins Candy. Those businesses independently conducted data collection between 8/6/18 and 8/31/18 and I aggregated the information into the results here within.  

Some comments that struck me when looking at the data:  

- Bown Crossing customer usage is incredibly car intensive. This study was done in August, which is one of the best weather months and yet over 78% of patrons came by car.  
- Related to the point above, one would reasonably expect car usage to be even higher in months when inclement weather and temperatures further enhance the desirability of driving.  
- Over 55% of patrons who already live in Bown Crossing within walking & biking distance still elect to drive and park when visiting the businesses.  
- Bown Crossing businesses draw from a large region, far beyond walking and biking distance.
Over 73% of visitors were groups of 1-2 people, which increases the parking demands for a given number of actual visitors. Many small groups of people driving = many cars needing parking.

Out of 980 responses, only one single person took the Bus.

Ride-sharing (Uber/Lyft) was mentioned only once out of 980 responses.

24 total responded with “Other”. Manually filled in details included “skateboard”, “motorcycle”, “plane”, “dirtbike”, “river”, “scooter” and the lone “Uber”.

Elements Massage, the business closest to the CUP lot, is over 92% visitors by car.

Bier Thirty, next door to Elements, is over 73% car visitors – in August when weather is great.

Across Bown Way, but geographically very close, Cravins Candy is 76% car visitors.

The 3 closest businesses to the CUP lot, in totality, are over 80% car visitors, and again, this is in the prime of Summer when walking/biking/alternative methods would be most ideal.

Additional written comments that were added by patrons included:

a. “No building on vacant lot – use for parking for much needed space” (Elements)
b. “Parking here is a struggle!! My dentist is in Bown. My vet is in Bown. Challenging to park.” (Flatbread)
c. “More parking at lunch time is desperately needed!” (Flatbread)

The following pages of this document have the individual business survey summaries as well as all scans of the collected survey data sheets.

Bown Crossing is very car intensive, and always will be due to its location and visitor demographics.

This proposed development is in the heart of the busiest and most difficult to access area of the development.

We need the developers of this final piece of open property to provide all the parking they are legally required to install so as to account for all the additional new traffic their businesses would create.

I would ask the commission to please deny this Conditional Use Permit & re-zoning request.

Thank you for your time.

Richard Lomas
Nearest Building B Resident
3067 South Bown Way #201, Boise, Idaho 83706
### Boise Fry Company

#### Sample Size

**118 Data Points**

#### Data Points

**117 Data Points**

**118 Data Points**

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 Pax</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+ Pax</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #</th>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
<th>Other Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bown</td>
<td>1-2 Pax</td>
<td>Car</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Farther</td>
<td>3+ Pax</td>
<td>Walk</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td>Bus</td>
<td></td>
</tr>
<tr>
<td></td>
<td>%</td>
<td></td>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>10</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>0</td>
<td>9</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>8</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>3</td>
<td>8</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>9</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>9</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>8</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>0</td>
<td>9</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>0</td>
<td>4</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

#### Responses from people coming from within Bown Crossing

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>1</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Bier Thirty

**Sample Size**
- 332 Data Points
- 329 Data Points
- 350 Data Points

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bown</td>
<td>SE Boise</td>
</tr>
<tr>
<td>Totals</td>
<td>11</td>
<td>251</td>
</tr>
<tr>
<td>%</td>
<td>3.31%</td>
<td>75.60%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bown</td>
<td>SE Boise</td>
</tr>
<tr>
<td>Sheet #</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>11</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>17</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>18</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>19</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>21</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>22</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>23</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>24</td>
<td>0</td>
</tr>
</tbody>
</table>

### Responses from people coming from within Bown Crossing

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>4</td>
<td>2</td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

- **52x547** Bier Thirty
- **332 Data Points**
- **329 Data Points**
- **350 Data Points**
- **Totals**: 11 Car, 251 Bike, 70 Walk, 243 Bus, 86 Other
- **Method of Travel**: Car 73.14%, Bike 15.14%, Walk 9.43%, Bus 0.00%, Other 2.29%
- **Other Details**: 1 Motorcycle, 2 Scooter & Plane

---

**Sheet #**
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

**Other Details**:
- 2 Skateboard & Unknown
- 1 Motorcycle
- 2 Scooter & Plane
### Elements Massage

**Sample Size**
93 Data Points

**Data Points**
92 Data Points

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-2 Pax</td>
</tr>
<tr>
<td>Totals</td>
<td>91</td>
</tr>
<tr>
<td>%</td>
<td>98.91%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #</th>
<th>Bown</th>
<th>SE Boise</th>
<th>Farther</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Car</td>
<td>Bike</td>
<td>Walk</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>14</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>14</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>14</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Responses from people coming from within Bown Crossing**

<table>
<thead>
<tr>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car</td>
</tr>
<tr>
<td>4</td>
</tr>
</tbody>
</table>

Customer wrote: No building on vacant lot - use for parking for much needed space - also the "other" was a "dirtbike"
### Flatbread Pizza

<table>
<thead>
<tr>
<th>Group Size</th>
<th>Came From</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2 Pax</td>
<td>Bown</td>
<td>Car</td>
</tr>
<tr>
<td>3+ Pax</td>
<td>SE Boise</td>
<td>Bike</td>
</tr>
</tbody>
</table>

#### Takeout Desk Customers

<table>
<thead>
<tr>
<th>Group Size</th>
<th>Came From</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2 Pax</td>
<td>Bown</td>
<td>Car</td>
</tr>
<tr>
<td>3+ Pax</td>
<td>SE Boise</td>
<td>Bike</td>
</tr>
</tbody>
</table>

#### Dine In Customers

<table>
<thead>
<tr>
<th>Group Size</th>
<th>Came From</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2 Pax</td>
<td>Bown</td>
<td>Car</td>
</tr>
<tr>
<td>3+ Pax</td>
<td>SE Boise</td>
<td>Bike</td>
</tr>
</tbody>
</table>

Customer says: "Parking here is a struggle, my dentist & vet are in Bown - challenging to park"

Customer says: "I like pizza"
2nd Pickup on 8/15/18

| 43 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 44 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 45 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 46 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 0 |
| 47 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 48 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 49 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 50 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 51 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 52 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 53 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 54 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 55 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 56 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 |

3rd Pickup on 8/20/18

| 57 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 58 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| 59 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 60 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 61 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 62 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 63 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 64 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 0 | 0 | 0 |
| 65 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| 66 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| 67 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 68 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | Motorcycle

More parking at lunchtime is desperately needed

| 69 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| 70 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| 71 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |

Responses from people coming from within Bown Crossing

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Locavore

Sample Size: 95 Data Points

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 Pax 72</td>
<td>Car 66</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+ Pax 18</td>
<td>Bike 12</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk 15</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>Bus 1</td>
</tr>
<tr>
<td>%</td>
<td></td>
<td>Other 2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
</tbody>
</table>

Responses from people coming from within Bown Crossing

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 Pax 10</td>
<td>Car 10</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+ Pax 3</td>
<td>Bike 2</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk 9</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>Bus 2</td>
</tr>
<tr>
<td>%</td>
<td></td>
<td>Other 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
</tr>
</tbody>
</table>

### Data Points

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 Pax 10</td>
<td>Car 10</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+ Pax 3</td>
<td>Bike 2</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk 9</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>Bus 2</td>
</tr>
<tr>
<td>%</td>
<td></td>
<td>Other 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
</tr>
</tbody>
</table>

**Packet Pg. 759**
<table>
<thead>
<tr>
<th>Sheet #</th>
<th>Bown</th>
<th>SE Boise</th>
<th>Farther</th>
<th>Bown</th>
<th>SE Boise</th>
<th>Farther</th>
<th>1-2 Pax</th>
<th>3+ Pax</th>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
<th>Other Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0</td>
<td>8</td>
<td>6</td>
<td>14</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>26</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>6</td>
<td>7</td>
<td>9</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>13</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

Responses from people coming from within Bown Crossing

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
<th>Other Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Came From</td>
<td>Group Size</td>
<td>Method of Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
<td>------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-2 Pax</td>
<td>3+ Pax</td>
<td>Car</td>
<td>Bike</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1</td>
<td>24</td>
<td>19</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>SE Boise</td>
<td>3.45%</td>
<td>82.76%</td>
<td>70.37%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Farther   | 13.79%     |                  | 29.63% |     |     |     |       |%
| Totals    |            |                  | 70.37% | 29.63% |     |     |       |

<table>
<thead>
<tr>
<th>Sheet #</th>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Responses from people coming from within Bown Crossing

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Cravins Candy

**Sample Size** 142 Data Points  
**141 Data Points**  
**143 Data Points**

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 Pax</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+ Pax</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td>%</td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>3.52%</td>
<td>61.70%</td>
<td>110</td>
</tr>
<tr>
<td>43.66%</td>
<td>38.30%</td>
<td>19</td>
</tr>
<tr>
<td>52.82%</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6</td>
</tr>
</tbody>
</table>

### Responses from people coming from within Bown Crossing

<table>
<thead>
<tr>
<th>Sheet #</th>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>4</td>
<td>9</td>
<td>9</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>7</td>
<td>7</td>
<td>9</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>6</td>
<td>8</td>
<td>9</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>8</td>
<td>5</td>
<td>8</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>0</td>
<td>4</td>
<td>7</td>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>1</td>
<td>10</td>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>0</td>
<td>5</td>
<td>9</td>
<td>8</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>8</td>
<td>6</td>
<td>8</td>
<td>6</td>
</tr>
<tr>
<td>10</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>0</td>
<td>5</td>
<td>9</td>
<td>10</td>
<td>4</td>
</tr>
</tbody>
</table>

**Other Details**
- 2 Both by Plane
- 2 Plane & by River Float
- 2 Scooter
- 0 Scooter

### Farther

<table>
<thead>
<tr>
<th>Came From</th>
<th>Group Size</th>
<th>Method of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 Pax</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+ Pax</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td>%</td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td></td>
<td>76.92%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13.29%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.59%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.20%</td>
</tr>
</tbody>
</table>

### Method of Travel

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>2</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Attachment:** CC_Appeal & Project Report, March 10, 2020, CUP19-00064 & CAR19-00022 (CUP19-00064 / CAR19-00022)
# BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

---

**Data Collection Date:** 8/6 - 8/8
**Business:** Bio Thrity
**Employee Signature:**
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown ✗ SE Boise ✗ Farther</td>
<td>□ 1-2 ✗ 3+</td>
<td>✗ Car ✗ Bike ✗ Walk ✗ Bus ✗ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>☑ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>Where did you come from?</td>
<td># of People</td>
<td>How did you travel here?</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
</tbody>
</table>

Data Collection Date: 9/6/2020 Business: Biso Thrity Employee Signature: ____________________________
## BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

**Data Collection Date:** 8/6 - 8/8

**Business:** [Signature]

**Employee Signature:**


<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/6 - 8/8

Business: Boo Thirty

Employee Signature: ____________________________

Packet Pg. 767
# BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/9/18

Packet Pg. 768
### BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ 1-2</td>
<td>□ 3+</td>
<td>□ Car</td>
</tr>
<tr>
<td>□ 1-2</td>
<td>□ 3+</td>
<td>□ Bike</td>
</tr>
<tr>
<td>□ 1-2</td>
<td>□ 3+</td>
<td>□ Walk</td>
</tr>
<tr>
<td>□ 1-2</td>
<td>□ 3+</td>
<td>□ Bus</td>
</tr>
<tr>
<td>□ 1-2</td>
<td>□ 3+</td>
<td>□ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/10/18

Business:

Employee Signature:

Packet Pg. 769
# BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Date of Collection: 8/13
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
<tr>
<td>[ ] Bown</td>
<td>[ ] SE Boise</td>
<td>[ ]Farther</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/13
Business: "Sec. Third"
Employee Signature:
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>Farther</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/13
Business: Bike Thng
Employee Signature:
## BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
</tbody>
</table>

**Data Collection Date:** 8/13

**Business:** Bio Thry

**Employee Signature:**
### BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

---

Data Collection Date: 8/3

Business: [Signature]

Employee Signature: [Signature]
**Bowen Crossing**

Planning for the Future - Transportation Survey

*Please fill out all the information to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>X SE Boise</td>
<td>Car X Bike X Walk X Bus</td>
</tr>
</tbody>
</table>

**Data Collection Date:** 8/15

**Employee Signature:** [Signature]

**Business:** [Business Name]

**Packet Pg. 775**

## BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td>✔️ SE Boise</td>
<td>3+</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>✔️ SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>
# BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/16/18

Business: Beer

Employee Signature: __________________________

Packet Pg. 777
**Bown Crossing**
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>✗ SE Boise</td>
<td>✗ Farther</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>✗ Car</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/16/18

Business: Deer

Employee Signature: _[Signature]_
**BOWN CROSSING**

Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: \(8/18/18\)  
Business: Bio-Tirk  
Employee Signature:  
Packet Pg. 779
BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown</td>
<td>□ 1-2</td>
<td>□ Car</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Bike</td>
</tr>
<tr>
<td>□ Farther</td>
<td>□ 3+</td>
<td>□ Walk</td>
</tr>
<tr>
<td>□ Farther</td>
<td>□ 1-2</td>
<td>□ Bus</td>
</tr>
<tr>
<td>□ Farther</td>
<td>□ 3+</td>
<td>□ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/19/19

Business:

Employee Signature:
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>Bown SE Boise Farther</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/19/19
Business:  Blake Thilt
Employee Signature: [Signature]
# BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td>□ 1-2</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Date Collection: 8/24/18
Business: Beer Thirst
Employee Signature: [Signature]
**BOWN CROSSING**
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
</tbody>
</table>

8/24/19

Employee Signature:
# BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
<tr>
<td>□ Bown  □ SE Boise  □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car  □ Bike  □ Walk  □ Bus  □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/24/18

Business: BEER Thnk

Employee Signature: ___________
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>X 1-2</td>
<td>Car, Walk, Other</td>
</tr>
</tbody>
</table>

Date: 5/28/18

Business: Beer

Employee Signature:
# Bown Crossing
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Bown   ✔ SE Boise   [ ] Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   [ ] Bike   [ ] Walk   [ ] Bus   [ ] Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   [ ] Farther</td>
<td>[ ] 1-2 ✔ 3+</td>
<td>✔ Car   [ ] Bike   [ ] Walk   [ ] Bus   [ ] Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   [ ] Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   [ ] Bike   [ ] Walk   [ ] Bus   [ ] Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   [ ] Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   [ ] Bike   [ ] Walk   [ ] Bus   [ ] Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   [ ] Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   [ ] Bike   [ ] Walk   [ ] Bus   [ ] Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   [ ] Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   [ ] Bike   [ ] Walk   [ ] Bus   [ ] Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   ✔ Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   ✔ Bike   ✔ Walk   ✔ Bus   ✔ Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   ✔ Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   ✔ Bike   ✔ Walk   ✔ Bus   ✔ Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   ✔ Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   ✔ Bike   ✔ Walk   ✔ Bus   ✔ Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   ✔ Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   ✔ Bike   ✔ Walk   ✔ Bus   ✔ Other</td>
</tr>
<tr>
<td>[ ] Bown   ✔ SE Boise   ✔ Farther</td>
<td>✔ 1-2 ✔ 3+</td>
<td>✔ Car   ✔ Bike   ✔ Walk   ✔ Bus   ✔ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 11/10/18

Business: __________________________  Employee Signature: __________________________
## Bown Crossing
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown</td>
<td>□ 1-2</td>
<td>□ Car</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 3+</td>
<td>□ Bike</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td>□ Walk</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 1-2</td>
<td>□ Bus</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 3+</td>
<td>□ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Car</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Bike</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td>□ Walk</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Bus</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Car</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Bike</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td>□ Walk</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Bus</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Car</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Bike</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td>□ Walk</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Bus</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Car</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Bike</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td>□ Walk</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Bus</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Car</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Bike</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td>□ Walk</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ 3+</td>
<td>□ Bus</td>
</tr>
<tr>
<td>□ SE Boise</td>
<td>□ 1-2</td>
<td>□ Other</td>
</tr>
<tr>
<td>□ Farther</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/17/18
Business: Boise Frg
Employee Signature: [Signature]

**BOWN CROSSING**
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown SE Boise</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/13/18

Business: Boise Fr

Employee Signature:
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>3+</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Other</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>3+</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Other</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>3+</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Other</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>3+</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Other</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/15/2020
Business: BFC
Employee Signature:
### BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/16/13
Business: BFC
Employee Signature: ___________
# BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown □</td>
<td>□</td>
<td>Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>□</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/20/18  Business: BFC  Employee Signature: 

Packet Pg. 792
**Bown Crossing**

Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2</td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: **8/24/18**

Business: **BFC**

Employee Signature: ____________________________

Packet Pg. 793
**BOWN CROSSING**

Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>3+</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Bus</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Other</td>
</tr>
</tbody>
</table>

Data Collection Date: [ ]

Business: [ ]

Employee Signature: [ ]

Packet Pg. 794
## Bown Crossing
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: ___________________________ Business: _______________ Employee Signature: _______________
### BOWN CROSSING

Planning for the Future - Transportation Survey

*Please fill out all lines to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>1-2 □ □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/10/18

Business: ___________________________  Employee Signature: ___________________________
BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bus</td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 9/10/10  Business:  
Employee Signature:  

Packet Pg. 797
# BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Bown □ SE Boise □ Farther</td>
<td>☑ 1-2 □ 3+</td>
<td>☑ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

---

Data Collection Date: 8/15/18  
Business:  
Employee Signature:  
Packet Pg. 798
**Bown Crossing**
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

**Data Collection Date:** 8/15/18

**Employee Signature:**

---

### Bown Crossing
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☑ Farther</td>
<td>☑ 1-2 ☐ 3+</td>
<td>☑ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/20/19  Business: Elements  Employee Signature:
**Bown Crossing**

Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/24/18  
Business: Element  
Employee Signature: 

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>3+</td>
</tr>
<tr>
<td>SE Boise</td>
<td>Farther</td>
<td>Car</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
<tr>
<td>Bown</td>
<td>SE Boise</td>
<td>1-2</td>
</tr>
</tbody>
</table>

Data Collection Date: [Handwritten: First]

Business: Elements

Employee Signature: [Handwritten]
## Bown Crossing
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/12/18

Business:

Employee Signature:
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/12/18

Business: 

Employee Signature: 
# BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/14/18

Business: Cranin's Candy
Employee Signature: [Signature]
## BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

### Where did you come from?

- [x] Bown
- [ ] SE Boise
- [x] Farther

### # of People

- [x] 1-2
- [ ] 3+

### How did you travel here?

- [x] Car
- [ ] Bike
- [ ] Walk
- [ ] Bus
- [ ] Other

---

Data Collection Date: 8/15/18

Business: [Signature]

Employee Signature: [Signature]
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/15
Business: Craaj
Employee Signature: 

Packet Pg. 807
# BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td></td>
<td>1-2</td>
<td>CarSX, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Data Collection Date: 8/16/18</td>
<td>Business: CRAWX, CANDY</td>
<td>Employee Signature:</td>
</tr>
</tbody>
</table>
### Bown Crossing

Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Bown</td>
<td>☒ SE Boise</td>
<td>☐ Farther</td>
</tr>
<tr>
<td>☒ 1-2</td>
<td>☒ 3+</td>
<td>☒ Car</td>
</tr>
<tr>
<td>☐ Bike</td>
<td>☐ Walk</td>
<td>☐ Bus</td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Bown</td>
<td>☒ SE Boise</td>
<td>☐ Farther</td>
</tr>
<tr>
<td>☒ 1-2</td>
<td>☒ 3+</td>
<td>☒ Car</td>
</tr>
<tr>
<td>☐ Bike</td>
<td>☐ Walk</td>
<td>☐ Bus</td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Bown</td>
<td>☒ SE Boise</td>
<td>☐ Farther</td>
</tr>
<tr>
<td>☒ 1-2</td>
<td>☒ 3+</td>
<td>☒ Car</td>
</tr>
<tr>
<td>☐ Bike</td>
<td>☐ Walk</td>
<td>☐ Bus</td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Bown</td>
<td>☒ SE Boise</td>
<td>☐ Farther</td>
</tr>
<tr>
<td>☒ 1-2</td>
<td>☒ 3+</td>
<td>☒ Car</td>
</tr>
<tr>
<td>☐ Bike</td>
<td>☐ Walk</td>
<td>☐ Bus</td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Bown</td>
<td>☒ SE Boise</td>
<td>☐ Farther</td>
</tr>
<tr>
<td>☒ 1-2</td>
<td>☒ 3+</td>
<td>☒ Car</td>
</tr>
<tr>
<td>☐ Bike</td>
<td>☐ Walk</td>
<td>☐ Bus</td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/20/18

Business: CANDY

Employee Signature: [Signature]
# Bown Crossing

Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/20/18
Business: CANDY
Employee Signature: [Signature]

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
<tr>
<td>Bown □, SE Boise □, Farther □, 1-2 □, 3+ □</td>
<td>Car □, Bike □, Walk □, Bus □, Other □</td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/20/18  Business: CANDY  Employee Signature: ______________
# BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Where did you come from?</td>
<td># of People</td>
<td>How did you travel here?</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
<tr>
<td>☑️ Bown</td>
<td>☑️ SE Boise</td>
<td>☑️ Farther</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/24/19
Business: CANDY
Employee Signature: [Signature]
## Bown Crossing
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 9/19/20   Business: Locavore   Employee Signature: [Signature]
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
<tr>
<td>Bown □  SE Boise □ Farther □ 1-2 □ 3+</td>
<td>Car □ Bike ■ Walk □ Bus □ Other</td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/10/10  
Business: LOCAVONE  
Employee Signature: [Signature]
# BOWN CROSSING

Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>□ Bown □ SE Boise □ Farther</td>
<td>□ 1-2 □ 3+</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/13/18  Business: Lawrence  Employee Signature: 

Packet Pg. 816
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
<tr>
<td>□ Bown</td>
<td>□ SE Boise</td>
<td>□ Farther</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/15/18
Business: Lloavore
Employee Signature: 

Packet Pg. 817
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>Bown</td>
<td></td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Walk</td>
</tr>
<tr>
<td></td>
<td>3+</td>
<td>Bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>
### Bown Crossing
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/19/18

Business: [Handwritten]

Employee Signature: [Handwritten]
## Bown Crossing
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
</tbody>
</table>

| Bown                     | 1-2         | Car                     |
| SE Boise                 | 3+          | Bike                    |
| Farther                  |             | Walk                    |

| Bown                     | 1-2         | Car                     |
| SE Boise                 | 3+          | Bike                    |
| Farther                  |             | Walk                    |

| Bown                     | 1-2         | Car                     |
| SE Boise                 | 3+          | Bike                    |
| Farther                  |             | Walk                    |

| Bown                     | 1-2         | Car                     |
| SE Boise                 | 3+          | Bike                    |
| Farther                  |             | Walk                    |

| Bown                     | 1-2         | Car                     |
| SE Boise                 | 3+          | Bike                    |
| Farther                  |             | Walk                    |

| Bown                     | 1-2         | Car                     |
| SE Boise                 | 3+          | Bike                    |
| Farther                  |             | Walk                    |

| Bown                     | 1-2         | Car                     |
| SE Boise                 | 3+          | Bike                    |
| Farther                  |             | Walk                    |

Data Collection Date: 8/24/18  
Business: [Locavore]  
Employee Signature: [Signature]
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>□</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>□</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
<tr>
<td>Farther</td>
<td>□</td>
<td>□ Car □ Bike □ Walk □ Bus □ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/13
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 2/27/19

Business: EASTSIDE

Employee Signature:
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
<td>Bike</td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td>Walk</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/13/18
Business: EYE Clinic
Employee Signature: 
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2 3+</td>
<td>Car Bike Walk Bus Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Collection Date: 8/24/18   Business: Eve   Employee Signature: __________
### BOWN CROSSING
Planning for the Future - Transportation Survey

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Farther</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>SE Boise</td>
<td>1-2</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/13
Business: Flatbread Takeout
Employee Signature: 

Packet Pg. 825
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Bown ☐ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☐ Car ☐ Bike ☑ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☐ Farther</td>
<td>1-2 ☐ 3+ ☑</td>
<td>☐ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
<tr>
<td>☑ Bown ☐ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☘ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☐ Car ☐ Bike ☑ Walk ☐ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☘ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☐ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☘ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☘ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☘ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☘ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☘ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
<tr>
<td>☐ Bown ☘ SE Boise ☐ Farther</td>
<td>1-2 ☑ 3+ ☐</td>
<td>☑ Car ☐ Bike ☑ Walk ☜ Bus ☐ Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 9/13

Business: Flatbread Truck

Employee Signature: [Signature]
<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
<th>How did you travel here?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
<tr>
<td>Bown, SE Boise, Farther</td>
<td>1-2, 3+</td>
<td>Car, Bike, Walk, Bus, Other</td>
</tr>
</tbody>
</table>

Data Collection Date: 8/16/18
Business: Flathead Takeout
Employee Signature:
### Bown Crossing
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td></td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>☒ 1-2</td>
</tr>
<tr>
<td></td>
<td>☒ 3+</td>
</tr>
</tbody>
</table>

How did you travel here?

- [ ] Car
- [ ] Bike
- [ ] Walk
- [ ] Bus
- [ ] Other

---

### Bown Crossing
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td></td>
</tr>
<tr>
<td>SE Boise</td>
<td></td>
</tr>
<tr>
<td>Farther</td>
<td>☒ 1-2</td>
</tr>
<tr>
<td></td>
<td>☒ 3+</td>
</tr>
</tbody>
</table>

How did you travel here?

- [ ] Car
- [ ] Bike
- [ ] Walk
- [ ] Bus
- [ ] Other

---
BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

Where did you come from? # of People

☐ Bown ☐ SE Boise ☒ Farther ☐ 1-2 ☐ 3+

How did you travel here?

☐ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other

BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

Where did you come from?  # of People
☐ Bown ☐ SE Boise ☑ Farther ☑ 1-2 ☐ 3+

How did you travel here?
☒ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other

Sometimes we walk but was too hot today - 108°!
### Bown Crossing
Planning for the Future - Transportation Survey

**Please fill out a line to help us understand parking & traffic demands**

**Where did you come from?**

<table>
<thead>
<tr>
<th>Option</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
</tr>
</tbody>
</table>

**How did you travel here?**

<table>
<thead>
<tr>
<th>Option</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Car</td>
<td>Bike</td>
</tr>
<tr>
<td>Walk</td>
<td>Bus</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

---

### Bown Crossing
Planning for the Future - Transportation Survey

**Please fill out a line to help us understand parking & traffic demands**

**Where did you come from?**

<table>
<thead>
<tr>
<th>Option</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown</td>
<td>1-2</td>
</tr>
<tr>
<td>SE Boise</td>
<td>3+</td>
</tr>
</tbody>
</table>

**How did you travel here?**

<table>
<thead>
<tr>
<th>Option</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Car</td>
<td>Bike</td>
</tr>
<tr>
<td>Walk</td>
<td>Bus</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
Please fill out a line to help us understand parking & traffic demands

Where did you come from?  # of People
☐ Bown  ☑ SE Boise  ☐ Farther  ☑ 1-2  ☐ 3+

How did you travel here?
☐ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other

Please fill out a line to help us understand parking & traffic demands

Where did you come from?  # of People
☐ Bown  ☑ SE Boise  ☐ Farther  ☑ 1-2  ☐ 3+

How did you travel here?
☐ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other
BOUND CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

Where did you come from?  
☐ Bown  ☒ SE Boise  ☐ Farther  ☒ 1-2  ☐ 3+

# of People

How did you travel here?

☒ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other

BOUND CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

Where did you come from?  
☐ Bown  ☒ SE Boise  ☐ Farther  ☒ 1-2  ☐ 3+

# of People

How did you travel here?

☒ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other
Please fill out a line to help us understand parking & traffic demands

Where did you come from?  # of People

- Bown
- SE Boise
- Farther
- 1-2
- 3+

How did you travel here?

- Car
- Bike
- Walk
- Bus
- Other

Please fill out a line to help us understand parking & traffic demands

Where did you come from?  # of People

□ Bown □ SE Boise □ Farther □ 1-2 □ 3+

How did you travel here?

☑ Car □ Bike □ Walk □ Bus □ Other

I like Pizza.
### Bown Crossing

**Planning for the Future - Transportation Survey**

*Please fill out a line to help us understand parking & traffic demands*

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bown ☐</td>
<td>☑ SE Boise ☑</td>
</tr>
</tbody>
</table>

**How did you travel here?**

- ☑ Car
- ☐ Bike
- ☐ Walk
- ☐ Bus
- ☐ Other

---

BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

Where did you come from?    # of People
☐ Bown  ☑ SE Boise  ☐ Farther  ☑ 1-2  ☐ 3+

How did you travel here?
☐ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other

37

9.A.a

1

Packet Pg. 838


BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

Where did you come from?  # of People
- Bown
- SE Boise
- Farther
- 1-2
- 3+

How did you travel here?
- Car
- Bike
- Walk
- Bus
- Other

47
### Bown Crossing
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Bown</td>
<td>☑ SE Boise</td>
</tr>
</tbody>
</table>

#### How did you travel here?

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
</table>

---

### Bown Crossing
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Bown</td>
<td>☐ SE Boise</td>
</tr>
</tbody>
</table>

#### How did you travel here?

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
</table>

---

### Bown Crossing
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Bown</td>
<td>☑ SE Boise</td>
</tr>
</tbody>
</table>

#### How did you travel here?

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
</table>

---

### Bown Crossing
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

<table>
<thead>
<tr>
<th>Where did you come from?</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Bown</td>
<td>☑ SE Boise</td>
</tr>
</tbody>
</table>

#### How did you travel here?

<table>
<thead>
<tr>
<th>Car</th>
<th>Bike</th>
<th>Walk</th>
<th>Bus</th>
<th>Other</th>
</tr>
</thead>
</table>
**Bown Crossing**
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

**Where did you come from?**  **# of People**

- [ ] Bown  [ ] SE Boise  [ ] Farther  [X] 1-2  [ ] 3+

**How did you travel here?**

- [X] Car  [ ] Bike  [ ] Walk  [ ] Bus  [ ] Other

---

**Bown Crossing**
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

**Where did you come from?**  **# of People**

- [ ] Bown  [ ] SE Boise  [ ] Farther  [X] 1-2  [ ] 3+

**How did you travel here?**

- [X] Car  [ ] Bike  [ ] Walk  [ ] Bus  [ ] Other

---

**Bown Crossing**
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

**Where did you come from?**  **# of People**

- [ ] Bown  [X] SE Boise  [ ] Farther  [ ] 1-2  [X] 3+

**How did you travel here?**

- [X] Car  [X] Bike  [ ] Walk  [ ] Bus  [ ] Other

---

**Bown Crossing**
Planning for the Future - Transportation Survey

Please fill out a line to help us understand parking & traffic demands

**Where did you come from?**  **# of People**

- [ ] Bown  [ ] SE Boise  [ ] Farther  [X] 1-2  [ ] 3+

**How did you travel here?**

- [X] Car  [ ] Bike  [ ] Walk  [ ] Bus  [ ] Other

---
Please fill out this form to help us understand parking & traffic demands

Where did you come from?  # of People

- Bown
- SE Boise
- Farther
- 1-2
- 3+

How did you travel here?

- Car
- Bike
- Walk
- Bus
- Other

BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out this form to help us understand parking & traffic demands

Where did you come from? # of People
☐ Bown ☐ SE Boise ☐ Farther ☐ 1-2 ☐ 3+

How did you travel here?
☐ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other

61

BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out this form to help us understand parking & traffic demands

Where did you come from? # of People
☐ Bown ☐ SE Boise ☐ Farther ☐ 1-2 ☐ 3+

How did you travel here?
☐ Car ☐ Bike ☐ Walk ☐ Bus ☐ Other

62

Packet Pg. 843
BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out this form to help us understand parking & traffic demands

Where did you come from?  # of People

☐ Bown  ☐ SE Boise  ☐ Farther  ☐ 1-2  ☑ 3+

How did you travel here?

☐ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other

65

BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out this form to help us understand parking & traffic demands

Where did you come from?  # of People

☑ Bown  ☐ SE Boise  ☐ Farther  ☐ 1-2  ☐ 3+

How did you travel here?

☑ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other

66

BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out this form to help us understand parking & traffic demands

Where did you come from?  # of People

☐ Bown  ☐ SE Boise  ☐ Farther  ☑ 1-2  ☐ 3+

How did you travel here?

☐ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other

67

BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out this form to help us understand parking & traffic demands

Where did you come from?  # of People

☐ Bown  ☐ SE Boise  ☐ Farther  ☐ 1-2  ☐ 3+

How did you travel here?

☐ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other

☑ Motorcycle

66

Packet Pg. 844
BOWN CROSSING
Planning for the Future - Transportation Survey

Please fill out this form to help us understand parking & traffic demands

Where did you come from?  # of People

☐ Bown  ☑ SE Boise  ☑ Farther  ☑ 1-2  ☑ 3+

How did you travel here?

☑ Car  ☐ Bike  ☐ Walk  ☐ Bus  ☐ Other

*more parking @ lunch time is desperately needed. 69
To: Boise Planning & Zoning
Date: Thursday, January 9th, 2020
Re: CUP-00064 and CAR-00022

Subject: Request to Deny Parking Reduction & Re-zoning

To the Boise Planning & Zoning,

My name is Richard Lomas and I am the closest resident to the parcel being discussed. I have lived and worked here from home for nearly 13 years. I am physically in Bown about 90% of the year and with my home office & bedroom directly viewing the site in question at all hours, I am perhaps uniquely able to comment on the unsuitability of this particular parking reduction & re-zoning request.

We are now on year 3 with this applicant and their nearly unchanged plan being proposed. Despite this general plan being denied by both P&Z and City Council in the past, the applicant is back with yet another attempt without substantive changes.

In response to denial by the City Council in 2018 that specifically cited their proposed usage being too intensive for the lot size and surrounding context of Bown, the only substantive plan change the applicant made was a small reduction in the size of the proposed restaurant.

The key problem is that the physical size of the building is nearly unchanged and thus it’s very difficult to make the case that the usage intensity has been reduced. What really has happened is that we now have even **more** uncertainty as to the actual traffic intensity over time as 2/3 of the building is “unknown” and potentially in flux constantly over the life of the building.

The parking reduction request is now smaller, but that’s really only because they are simultaneously requesting a re-zoning down to Pedestrian Commercial (PC), which has less parking required for a given size building.

Please note that re-zoning a parcel doesn’t change a single thing about the over-stressed parking situation around this lot on the adjacent private property. The re-zoning is being requested specifically to avoid working with their neighbors and securing a shared parking agreement, which is required by the CC&R’s that this applicant is bound by.

TLDR: The re-zoning isn’t being requested because data supports it being justified and a smart move for Bown, but only to circumvent parking requirements and the applicants inability to cooperate with their neighbors.

This current parking reduction and re-zoning effort boils down to a few key things.

1. These CUP’s are to be considered in 100% isolation, as if the adjacent Bown private land doesn’t exist and is unusable to the applicant.

2. Related to #1 - The applicant property is still bound by our CC&R’s and they have not secured a necessary shared parking agreement. They argued that our CC&R’s constituted a shared parking
agreement, which is untrue. The City Council denial of the applicants CUP appeal in 2019 specifically outlined that fact as a primary cause for the denial.

3. This means that that their lot, in conjunction with the very limited and nearly always occupied, Bown on-street parking, must absorb **all** of their customer and staff traffic.

4. Nobody would sensibly argue that a nearly 7,000 sq/ft, 3 tenant space, that is 1/3 restaurant+ patio and 2/3 unknown tenants, could actually contain all its traffic to 14 parking spaces (some of which are compact) and already full on-street parking.

5. Bown Crossing, unlike Hyde Park and Downtown, is out on its own in relative isolation. People do walk and bike “around” Bown, but the majority of traffic and access is by car, particularly if group size, purpose for visiting, weather or seasons dictate it. Bown is bordered by Parkcenter and Boise Ave, which provide no parking at all and all areas around Bown are already fully developed and have been for some time.

6. Related to #5 - I’ve seen it argued that Bown is meant to be a “walkable destination” and that is true. But the devil is in the details. People nearly exclusively **drive to** Bown and then walk around once there. Its isolated nature makes it unique from other areas around Boise, like Hyde Park, that have endless amounts of additional very nearby streets and parking options to help absorb excess traffic. That simply put, doesn’t & won’t exist at Bown Crossing, now or in the future.

**Please see my “Lomas 1” additional written testimony with the survey I conducted in 2018 to verify just how intensive the car usage and access is in Bown Crossing.**

7. I want reiterate something important. With the way this applicant is trying to get an approval, ALL the adjacent privately owned land will be unusable by their building staff and customers.

8. Mass transit has been mentioned as justification for a parking reduction, but its honestly of limited use at Bown. It doesn’t run on weekends at all and on weekdays transit only runs between 7am and 6:30pm. Anecdotally, I’ve noticed more people using Bown Crossing as a place to park and **depart** by Bus than ever arriving **to** Bown crossing by Bus. Essentially we are a good park & ride spot, which is the opposite of helpful justification for a parking reduction at a parcel directly in front of the bus stop.

**Please see attachment #1 which is the latest Route #1 bus schedule**

9. Please do not fall into the trap of an “approval with conditions via a developer agreement”. That does nothing to address the actual problem that the building is physically too large. A developer agreement now, simply opens neighbors up to the potential of having to fight endless CUP’s in the future, forever, that would seek to change the initial developer agreement rules and “allow for more”.

Once a building that is too large is built, it’s essentially an ongoing problem.

The whole point of having rules for parking usage intents and building square footages is to avoid specifically what we are doing here - litigating the merits of a plan that seeks to do too much, in a building that’s too large on a lot that’s too small for it.
I would ask that you please deny both CUP-00064 and CAR-00022 as presented.

I would also ask that you specifically recommend that the applicant, finally, after being 3 years and multiple denials into this, substantively change their plan by some combination of reducing the building size and increasing the parking to adhere to codes.

We have city parking rules and regulations for a reason and nothing about Bown Crossing or this applicants site plan justifies any exceptions or waivers for a parking reduction, and certainly nothing justifies a re-zoning that’s only goal is to *avoid* adhering to existing parking realities and working with adjacent neighbors.

If this applicant were proposing a 7,000 sq/ft single tenant bank or legal office *(which was the previous land owners intent for the past decade plus)*, not a single voice of opposition would be coming forward right now.

Whatever happens to this last vacant land in Bown will go a long way in deciding if Bown continues to be a thriving business and residential area or is forever locked into traffic and parking congestion, which will be solely to the detriment of those of us who live and work here.

Please deny these CUP’s and ask the applicant to reduce the building size or change its intent and/or approach a new development proposal in a way that is responsive to the nearly unanimous opposition from neighbors and local businesses.

Thank you for your time and I apologize that I couldn’t be in person at the hearing on Monday night due to a previously scheduled family obligation.

Richard Lomas
Nearest neighbor to CUP lot

3067 S Bown Way #201
Boise, ID 83706
Each stop name also includes a three letter code to indicate the corner the stop is on. The first two letters indicate the cardinal directions, i.e. Northwest (NW), Northeast (NE) etc. The last letter indicates whether the stop is on the corner (C) or between corners, or “mid-block” (M). For example NEC means Northeast corner while NEM means Northeast midblock. See the diagram to the right for other illustrations.

<table>
<thead>
<tr>
<th>Timepoint</th>
<th>Stop Name</th>
<th>Option</th>
<th>Other Routes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Main Street Station 9th &amp; River SWC</td>
<td>2, 3, 4, 5, 6, 7A, 7B, 9, 3, 40, 45</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Millspur Loop</td>
<td>Parkcenter &amp; Harris Ranch NWC</td>
<td>Parkcenter &amp; Wise NEC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>University @ BSU Transit Center NEC</td>
<td>29, 40, 43</td>
</tr>
</tbody>
</table>

Valley Regional Transit tries to maintain up-to-date information on accessibility and stop amenities. If you believe that any information on this sheet is incorrect, please let us know by emailing development@valleypg.com or calling 208-345-7433.
Opposition to CUP-00064 & CAR19-00022

January 9, 2020

To Whom It May Concern:

My name is Robert Johnson and my company, Emerald Junction LLC has owned a residential condo at 3067 S Bown Way in Bown Crossing since 2007. Said property directly borders the “Applicants” property at 3047 S Bown Way to the south. I can attest first hand, that over all of my years of ownership, Bown Crossing has always been a vehicle Destination, rather than a Pedestrian, accessed community and I can’t fathom how any zoning change will ever affect that now, or in the long term. Relative to access to Bown Crossing we have very few bike riders and even fewer walkers. Note, the very limited bus ridership tends to use Bown Crossing parking as a proverbial “Park and Ride” rather than riding a bike or walking on foot to catch the bus.

Be it Known: That the “Applicant” who is already well in to their third year of trying to push this project through, with the city, has already previously tried several different avenues in order to receive approval for said project and have been denied at every juncture, justifiably so...

Be it Known: Contrary to the “Applicants” suggestion, Bown Crossing is certainly no Hyde Park by any stretch of the imagination. In Hyde Park there is a very high concentration of residents in a very close proximity that is completely nonexistent in Bown Crossing. The small retail center in Hyde Park is totally surrounded by many streets with blocks of houses, in fact many of the businesses in Hyde Park are located in converted houses. Hyde Park has a highly concentrated and much more dense population then Bown Crossing with basically unlimited on-street parking in every direction from the core center.
Be it Known: The “Applicant” has no public on-street parking directly adjacent to their property on either E Parkcenter Blvd to the North or S Bown Way to the East and they do not have, or possess, the right to utilize any of the parking in any of the other lots associated with, and located within, the Bown Crossing community. In short, the only parking that would be available to their customers and employees would be their planned small lot (14 spaces), located at 3047 S Bown Way, and any available on-street public parking. As illustrated though, by the “Applicants” own submitted photos, there was not any public on-street parking available in all of Bown Crossing when said photos were taken (Google Street View), on both Riverwalk and S Bown Way.

To date the “Applicant” has failed to address and modify the two most glaring and problematic issues included in every preceding denied application submitted, and still included in this current one. As Designed: the first one is the building size is much too large and the second one is that the parking lot is much too small for this particular site with the currently proposed use and the allowed future uses.

They are asking for a major parking space reduction based on the fact they have reduced the size of the restaurant. The problem with that is it opens up more available lease space within the overall building for uses that could require even much more parking than a restaurant.

Therefore: Both applications should be denied until and, or when the building footprint is reduced to a point that would allow an increasing of the parking lot to a size that will fully support all of the future businesses with the necessary required on-site parking spaces. We all have to remember that the city requirement is already set at a very minimum standard and the “Applicant” is requesting a major reduction from said minimum standard.
You must all have to ask yourselves, through this long drawn out process with numerous other attempts for project approval previously, why the “Applicant” has been so unsuccessful in getting any kind of local support for their project, what so ever. They have failed to convince any association, any business owner, any neighbor, any property owner, any renter and, more important, any residential owner that this project, as represented in their applications, is a good fit for Bown Crossing.

With all due respect, in closing, what is the relevance of Blueprint Boise (2011) (Ref. Senior Planner’s Recommendation Support: Rezone & CUP (2020)), to this project... This is such a stretch, the City of Boise is trying to bend over backwards so far, to facilitate the “Applicant” it is like they have entered a Limbo Contest on their behalf. It is almost laughable and even ludicrous that Blueprint Boise (2011) would even be in the conversation regarding the last remaining property to be developed in Bown Crossing (2003). Build the infrastructure, create the mass transit, change the publics habits, mindset and perception; then we might be able to have some discussions in the future. Right now, the reality is we need the parking as required, all 23 spaces.

Finally, I implore you to deny both CUP-00064 and CAR-00022 as presented. A parking reduction and zoning change are completely out of the question and a somewhat vague Development Agreement, at this juncture, will not be able to address and fix all the problems associated with this project as it stands before you now.

Respectfully submitted,

Robert Johnson, Owner
Emerald Junction LLC
3067 S Bown Way
Hello Leon,

My name is Carly Opheim, owner of Elements Massage at 3065 S Bown Way. I am writing to share that I am strongly against the current proposal for the vacant lot at 3047 S Bown Way.

With that said, I am very much in favor of the lot being developed. The Bown Crossing community is eager to see something there, but the simple fact of parking being such a major issue in Bown Crossing makes this current proposal a long-term nightmare for the entire community.

It is frustrating that we are continuing to battle this development without very little change even with it continuing to be denied. With the new request for rezoning instead of tackling the true issue is absurd. Offering to change the structure by 200 sqft and propose a bakery instead of a restaurant does nothing to address the real issue at hand. The structure is too large for the lot and the large parking reduction is unrealistic for the area. The developer has not been truthful with us from day one so to now see his team try to skirt the issue by requesting a rezone is beyond disappointing.

I do hope we can reach an agreement soon with something that can work for both parties. There are many other options which we have discussed in multiple meetings that make sense for the lot size and the Bown Crossing community. It would be nice to have the developer and more of his team at our community meetings so we can hear their real concerns, they can hear ours and we could work on something together. A request to entertain those is what is needed not rezoning.

The time in hearing our concerns is appreciated with the high hope that they matter.

Thank you,

Carly Opheim
Owner

Bown Crossing
3065 S Bown Way
Boise, ID 83706
208.331.9900
www.elementsmassage.com/bowncrossing

Meridian
1505 S Eagle Rd #100
Meridian, ID 83642
208.888.9922
www.elementsmassage.com/meridian
Dear Mr. Letson,

I've been concerned ever since the plans to develop the last open lot in Bown Crossing began appearing. While I do not live in the adjacent subdivision surrounding Bown Crossing, I've been a regular customer of the businesses at Bown Crossing since it first opened. Sometimes I walk, but other times I drive and park my car in order to visit Elements, Bier Thirty, Locavore and The Tavern, or to take a walk along the Boise River. Once the library opened, I also started using it several times a month. Parking is an issue already, especially with the library because its parking spaces are often used as over-flow parking from the other businesses or from parents waiting to pick their children up from Riverside Elementary. Many times I park in the subdivision's streets and walk back to Bown Crossing.

If there's barely enough parking for the current businesses, any new development needs to have enough parking spaces for its business(es) without assuming it can use the parking used by the current businesses. Please adhere to the city's requirements for adequate parking before approving this development plan. Please do not reduce the required number of parking spaces from 38 to between 9 and 14 spaces for the proposed restaurant—even if it's smaller than originally proposed. Especially since the additional businesses that might be added in the future in the newest plan will need some of those 38 parking spaces.

I'm also worried about the hours of operation and how it might affect the mix of residential and commercial that co-exists nicely at Bown Crossing.

Bown Crossing is a successful development as it is, and it's a wonderful amenity for this part of Boise. I take every out of town guest there to show it off. Please don't destroy it by approving a development plan that doesn't include the required parking and that doesn't fit its business hours to the community around it.

Barbara Olic-Hamilton
3755 Maze Place
208-344-3778
Leon Letson

From: Chris Oates <chris@bierthirty.com>
Sent: Thursday, January 9, 2020 3:36 PM
To: Leon Letson
Subject: [External] CUP19-00064 and CAR19-00022 - Bown Crossing

Leon,

I’m writing in opposition to the requested parking reduction regarding CUP19-00064 and CAR19-00022. I have owned Bier:Thirty Bottle & Bistro at 3073 South Bown now for almost 9 years, in addition to that, I have been living in Bown Crossing at 2399 East Riverwalk Drive for almost 4 years. Owning a business and living in Bown Crossing, it’s a safe assumption that I spend a lot of time, the majority of my time, in Bown Crossing. I see Bown Crossing from first thing in the morning until late into the evening. I can personally attest to the fact that by far, the majority of people who visit Bown Crossing do so via motor vehicle. As much as we’d love to have more people ride bikes and walk to Bown Crossing, that is not the case right now.

Parking is already at a premium in Bown Crossing, the dirt lot at 3047 South Bown Way fills up quickly in the morning and remains filled up throughout the day and into the evening, even when it is the “mud lot” as it is this time of the year. I’m concerned that if there is not enough parking, as one could certainly argue right now, it will start to drive consumers away from Bown Crossing. I already hear from a lot of customers about how hard it is to find parking in Bown Crossing.

I had assumed that this was a dead issue after being denied multiple times by P&Z and, ultimately, the Boise City Council. There isn’t enough parking in Bown Crossing for another restaurant, and who knows what will go in the other parts of the proposed building. All of the businesses in Bown Crossing have worked hard for many years to get Bown Crossing to its current state; we’d hate to see that change with the loss of parking for the existing businesses and residents of Bown Crossing.

I recommend denying both CUP19-00064 and CAR19-00022 as they are currently presented.

Thank you for your time,

Chris Oates
Owner, Bier:Thirty
3073 S. Bown Way
Hi Mr. Letson,

My name is Jennifer Hovey and I own the Huntington Learning Center in Bown Crossing. I'm writing to express my concern about the zoning of the building proposed on Lot 3047 in our marketplace. We are already under severe pressure with our parking situation. Our students have problems finding parking places as it is without the added building with pitifully few allocated parking spaces. I understand you’re trying to make a lot of people happy, but please consider that we are already paying for our private lot that is being used by unauthorized patrons and I fear adding another building with too few parking spaces will only worsen the problem.

Thank you for your consideration,

Jennifer Hovey
Owner

--

Huntington Learning Center

3165 S Bown Way
Boise, ID 83706
208 331 9020
parkcenter.hlc@gmail.com | Huntington Website

Please leave us a review at: Google Review Link

Facebook | Instagram | LinkedIn | YouTube | Blog

Accredited by Western Association of Schools and Colleges
Hi Chad,

You can request P&Z modify that condition at the hearing. As for now, the Planning Team believes the current condition is necessary to justify reducing parking, particularly as there has been so much testimony to-date on the issue of parking availability in Bown Crossing.

Leon

From: Chad Hamilton <chad@trekcd.com>
Sent: Monday, January 6, 2020 11:40 AM
To: Leon Letson <LLetson@cityofboise.org>; John Day <johnd@suarchitecture.com>
Cc: boydyee@gmail.com; Jeffrey Hall <jeffrey@nwcommadv.com>; Jeri Olearain <jeri@trekcd.com>

Hi Leon, We do not know how long the other restaurants will be around. Our hours of operation should not be limited to only 2pm. Our position knowing that we have enough parking in the center is 6am to 10 pm.

From: Leon Letson <LLetson@cityofboise.org>
Sent: Monday, January 6, 2020 10:41 AM
To: Chad Hamilton <chad@trekcd.com>; John Day <johnd@suarchitecture.com>
Cc: boydyee@gmail.com; Jeffrey Hall <jeffrey@nwcommadv.com>; Jeri Olearain <jeri@trekcd.com>

Hi Chad,

I need to send my report off for publication today. A limitation to hours of operation has been identified as critical by the Planning Team. Do you have an alternative limit in hours you would like to propose? We are trying to demonstrate your restaurant will not compete with peak times for other restaurants in Bown Crossing.
From: Chad Hamilton <chad@trekcd.com>
Sent: Monday, January 6, 2020 10:09 AM
To: John Day <johnd@suarchitecture.com>; Leon Letson <LLetson@cityofboise.org>
Cc: boydyee@gmail.com; Jeffrey Hall <jeffrey@nwcommadv.com>; Jeri Olearain <jeri@trekcd.com>

Hi Leon,

Thank you for the feedback. We should meet before the hearing since we do not want to have a conflict with the city at the hearing. We would rather work this out in a side meeting. We just can’t agree to line item 2 below. We are in town Friday or John Day and Boyd may be able to meet Wednesday or Thursday.

Let us know what works best. I would rather try and resolve vs push the hearing.

-------------------

From: Leon Letson <LLetson@cityofboise.org>
Sent: Friday, January 3, 2020 12:31 PM
To: John Day <johnd@suarchitecture.com>
Subject: Additional Conditions of Development Agreement (CUP19-00064 & CAR19-00021)

Hi John,

I will be recommending the following conditions of approval be incorporated into the Development Agreement for this project.

I. Restricting allowed uses to restaurant, retail, and office only.
II. Limiting the hours of operation for the proposed restaurant to 6 a.m. to 2 p.m.
III. 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.

Thanks,

Leon Letson
Senior Planner
Planning and Development Services
Office: (208) 608-7085
lleston@cityofboise.org

Making Boise the most livable city in the country.
Re: CUP-00064 and CAR-00022

To Whom It May Concern:

My husband and I have been operating a retail business in Bown Crossing for 13 years now. Being one of the first businesses to open shop in Bown Crossing we have seen firsthand the growth of the area. We went from UPS not knowing where we were located because Bown was so new and not yet on any GPS maps to fighting over parking.

We are a true "Mom and Pop" store. Our business pays our bills and puts food in our kids' mouths, so we work very hard and take our business very seriously. Over the past several years as our area has grown we have seen the parking become less available. We have had customers tell us that if there is no parking available they don't stop in. I can't tell you the fear that strikes me whenever I am told this, NO business owner wants to hear this from their customers. So you can imagine the worrying and loss of sleep endured about the proposed parking reduction for the vacant lot. The amount of spaces would not even accommodate their employees.

I am disappointed that the applicant, for two years, keeps coming back with the same amount of parking. Per the city's own guidelines it is not nearly enough. I am also disappointed that this has to keep taking my attention away from my business to keep pleading with the city to enforce their own codes.

We welcome new neighbors and we offer a great community which we helped build up over the last 13 years for them to enjoy and prosper in; however, they need to abide by the city codes and be good neighbors themselves. It really comes down to reducing the size of their building to provide more of their own parking spaces.

Please enforce the city codes that are already in place.

Respectfully Submitted,
Debbie Giordano

Debbie Giordano | Owner | Cravin's Candy Emporium
3064 S. Bown Way, Boise, ID 83706
P. 208-424-6099
www.cravinscandy.com
I would like to ask that the conditional use permit CUP19-00064 & CAR19-00022 be denied by Planning and Zoning for the following reasons.

Let me start out by giving some back ground, I have operated my bicycle shop here in Bown since 2009. That means like many other businesses here in Bown I was here when there were many vacancies in our development, before the east Park Center bridge was built, and before the library was built. I chose my location on speculation that the area would grow and that business would increase if those of us here provided good service and a great atmosphere, 10 years later, we have succeeded! Due to that success we now have a developer and business that is hoping to capitalize on the hard work and risks we have taken to get our community to this point.

This developer fought hard to put this building in last year by saying that he had a right to utilize the Bown area parking. Based on the evidence received, City Council correctly denied this request for a CUP to drastically reduce the parking that was needed for this development and denied the appeal that followed.

There were many arguments about how much parking was available and who had a right to that parking as this new building was going to provided so little of its own parking, not nearly sufficient for the needs of the building. This was evident by their continued argument that they had a right to jointly use the parking already available in Bown Crossing. They never once argued that their lot provided sufficient parking only that they had a right to use ours.

Now a new strategy emerges.... the same building, the same number of parking spots the same size of patio for un-regulated outdoor seating. But now a proposal to change the zoning (simply for a parking reduction) no longer attempting to lean on a joint parking plan rather simply saying that the parking provided will be self sufficient for the customers and employees of this new building.

Both the architect and Leon have talked of a detailed development agreement including, heavily restricted restaurant hours, seating and patio space (unrestricted restaurant seating) and heavily restricted types of businesses that are allowed in the retail spaces. However, these have never been made available to me for review or comment despite continued attempts to gain the detailed development agreement. This makes me speculate that there will be an attempt to hammer this out during a meeting where we don't have appropriate time to process and no ability to comment on the decisions being made.

The new self sufficient proposal with a re-zone offers 14 parking spots once again with the following businesses occupying the space:

An A-2 restaurant of this size is going to have a minimum of the following: (6-10 staff members)

- 1 manager
- 2-3 back of house staff
- 3-6 front of house staff
- Likely many more during good weather when the 1400 square foot patio is being used for seating that is unregulated in regards to parking.

The 2 suites occupying 3800 sqft of retail space is going to have a minimum of the following per suite (6 - 10 total employees) ( My shop is 1750 sq/ft and I have 3-5 employees at all times)

- 1 manager (Per suite)
- 2-4 staff (Per suite)

This totals 12 - 20 staff members: for the 14 spots that are available. This means that if they are going to be self sufficient they are expecting a maximum of 2 customer to drive to their location at any one time.
If one of the retail spaces ends up being a yoga studio or something similar there could be as many as 15-20 cars arriving at one time plus the restaurant customers and the other retail customers to use up those 2 spaces remaining.

Regarding the street parking on Bown Way to offset the parking needs and parking study. The outdated parking study done in 2018 stated that there seemed to be some parking available on the street but they "weren't able to identify how many cars could be parked here" This is easily countable and of the 24ish street parking spots available on the entirety of Bown way there are rarely more than a few available at any one time. To add to this, the attempt to limit the operational hours through a development agreement for the breakfast restaurant would put peak ours during the hours of Riverside school drop off. Bown is crazy at that time with parents using Bown way street parking (They also use all lots of Bown, St. Als, and Library parking) and walking to the school to drop off children. As new parent of a Riverside Elementary 1st grader I have experienced the parking and traffic safety issues that play out at this intersection 5 days a week

It has been suggested that we just begin heavily enforcing parking especially with this new development and tow any vehicles that are parked inappropriately and thus training people to park where they belong. This idea would be a cancer to the development that I have worked so hard to help create. A customer would not distinguish being towed from this new development versus the existing Bown Crossing. They would just know parking is bad and those jerks in Bown towed my car .... this would frustrate anyone and deter them from wanting to come back.

Please don't get me wrong I want this space developed, I want a new and good neighbor that brings greater diversity to our development, I want the dirt lot to be beautiful, but not when it is going to be a detriment to the development that we have all worked so hard to create and that already has frustrating and some times un-safe parking issues. This new development has never been willing to sacrifice its unregulated restaurant patio seating nor its building size to offer enough parking to be self sufficient as they claim.

This all means that if this project is approved in its current format, P&Z will not be saying that the building is self sufficient in its parking needs (this would be completely ignoring staff member parking).... rather they will be green lighting the developer to use our parking to build their business at the detriment to our parking and simply over turning City Council's decision that was made not once but twice regarding this development.

I appreciate both P&Z and the Council's efforts on this and appreciate that both have done what it takes to safe guard the hard work of the 20 local Boise entrepreneurs that are currently operating in Bown crossing.

Sincerely,

Ryan Faber
Dear Mr. Letson,

RE: CAR19-00022 & CUP19-00064, 3047 S Bown Way

I understand the developer is requesting rezoning of the property at 3047 S Bown Way and also introducing some changes to the same-sized building proposed for that location. I have previously written and testified in person to express my concerns about the lack of adequate parking to support the original proposal for this site. I cannot access the documents to review the exact changes in the new proposal, but whatever they are I believe that the 9 stalls to be provided plus the available on-street parking will prove insufficient to provide for the staff and customers of these new businesses. Despite any assurances to the contrary, and the new zoning designation encouraging walking or biking, I can assure you that the majority of employees and customers will drive to these businesses and they will park wherever they can find a stall. As one resident of the development has testified previously some folks feel free to use even signed, designated stalls for their “bandit” parking.

I have previously described my experiences as a regular customer of Bown Crossing businesses and the Library!....parking is already a hassle and there are times when I keep on going rather than struggle to hunt down a spot to park. I strongly encourage Planning and Zoning to find a way to deny or force changes to this proposal to not place additional strain on already strained parking resources in Bown Way.

Sincerely,
Steve Dunlap
2342 E Independence Dr.
Boise, ID  83706
208-921-2578
I am writing regarding the developer's request to reduce the parking requirements for this property. As a business owner in Bown Crossing (my office is at 3152 S. Bown Way), I am opposed to any reduction in the parking requirements for this property.

Parking is already inadequate in Bown Crossing overall. At my office location in the Bown Business Center, we frequently encounter a lack of parking for our clients because of spill over from Bown Way by customers of the restaurants and retail shops on that street. In addition, I observe that there are a number of cars already parking on the vacant lot, proposed for development, since there is no parking available on either Parkcenter Blvd or Boise Ave.

I am requesting that the Planning and Zoning Commission deny this request for reduced parking.

Sincerely,
Carolyn Corbett, PMHNP
3152 So. Bown Way
Boise, ID 83706
(208) 376-1737
To Whom It May Concern:

I have a business at 3152 S Bown Way, Suite 101, Boise, ID 83706. This is in Bown Business Center on the east side of S Bown Way near the intersection of S Bown Way and Boise Ave. I use this office for the purpose of seeing patients. There are some other nurse practitioners, a counselor and a couple of other offices in my building, all of whom have clients that need to park in that area.

I understand that the developer in the above referenced petition is seeking a reduction in the usual parking requirements for its proposed development in Bown Crossing, and I am writing this email to strongly object to any reduction in parking requirements.

With regard to the parking situation, there is frequently insufficient parking where my patients would like to park in front of my building in the Bown Business Center. There are only a few parking spots directly in front of my building and there are only a few more across from the front of the building next to the trash containers. I try to park farther from the building in order to give patients more spaces. Much of the time every single one of those spaces is taken, and they are not taken by people using our building but workers or customers of other businesses on on S Bown Way. There have been several occasions where I or my clients have had to search quite awhile to find a parking spot. In addition, the closest spaces that are beyond the spaces in the area in front of my building (i.e. the spaces behind Locavore Restaurant and the adjacent businesses fronting on S Bown Way) are often completely taken. Also, many of them are marked “compact,” and these spaces are so small that it really is nearly impossible to park in those spots even with a small car such as mine (a prius). Many times cars parked in that area are forced to take more than one space. The bottom line is that there is already a very significant parking problem in that area. If the parking area in front of my building and the parking area behind Locavore are full, then the only options for me and my clients are to try to find a space behind the businesses along Bown Way further north on the other side of Riverwalk, or try to find a spot on Bown Way itself (which are few and far between). The residential street adjacent to my building is marked as a private residential street where there is no parking except for the residents of the homes there.

I also live in a neighboring area in Wood Duck Island at 3282 E Rivernest Lane, Boise, ID 83706 and use the library and go to other businesses in Bown Crossing. Parking on the west side of S Bown Way is also a problem. It is not uncommon for all the spaces on the west side of S Bown Way and behind the businesses there to be taken, and parking for the library can be a real challenge. The lot that is being developed (at the corner of S Bown Way and Parkcenter Blvd) is already being used for overflow parking, which is a good indication that the parking in Bown Crossing is already inadequate (see attached pictures of cars parked on the grass/dirt of the undeveloped parcel). I have concerns about that parcel being developed at all, but the thought of reducing the parking requirements for another development in Bown Crossing is a very bad idea. Keep in mind that it is not feasible to park anywhere else once the parking behind the buildings and along Bown Way are full. There is no parking along Parkcenter Blvd or along Boise Avenue and you can’t park in neighboring residential streets. This is not downtown Boise where there may be other parking areas or structures within walking distance, or even Hyde Park in the North End where there is street parking on neighboring residential streets if you are willing to walk far enough and parallel park. Failing to provide adequate parking for this proposed development will create a truly unworkable situation in Bown Crossing and destroy the character of the area. Please do not permit another user to create this unworkable parking situation that will be nightmare similar to the Trader Joe’s parking lot in downtown Boise. Bown Crossing is a small neighborhood retail/business area surrounded by nice
residential areas and shouldn’t be expanded to create an area that will be overly congested and make problems for all the businesses there and their customers. This developer should be required to meet all parking requirements on its site and not be permitted to overflow into parking for other existing businesses that is already inadequate.

Sincerely,

Donna Christensen

Owner of NexGen Mental Health & Wellness, 3152 S Bown Way, Suite 101, Boise, ID 83706

Resident at 3282 E Rivernest Lane, Boise, ID 83706
Dear Leon

I own a loft in Bown Crossing. I would like to voice my opposition to the reduced parking requirements and the rezoning request. The parking on the streets is always full. This application was rejected last time because the size of the building was not providing adequate parking spaces for the potential businesses. The restaurant parking needs will add a definite stress to the already busy core. Since the other tenants have not been identified it would be shortsighted to reduce the requirement for parking. The hours of operation for businesses should be aligned with the existing guidelines.

I hope with solid planning and observation of the existing guidelines that the new building and its tenants will be an asset and not a liability.

I am definitely opposed to allowing them to change the zoning requirements.

Thank you for your time.

Deborra Bohrer
2399 E Riverwalk Drive
#203

Sent from my iPhone
CAR19-00022 & CUP19-00064 / SU Architecture

Summary
The applicant is requesting a conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant building on 0.53 acres located at 3047 S Bown Way. Also included is a rezone from C-1D (Neighborhood Commercial with Design Review) to PCD/DA (Pedestrian Commercial with Design Review and Development Agreement).

Prepared By
Leon Letson, Senior Planner

Recommendation
Approval with conditions

Reason for the Decision

Rezone
As further detailed in the project report, the rezone and development agreement are consistent with the approval criteria of B.C.C. Sections 11-03-04.03 and 11-03-04.02, respectively. Establishing PC zoning for the subject property complies with Blueprint Boise, including a number of policies that encourage mixed use development within Neighborhood Activity Centers like Bown Crossing. Principle PDP1.2 promotes zoning allowances to support mixed use development. Principle NAC11.3 provides direction to remove barriers and update zoning districts to reflect the goals and policies of Blueprint Boise. Principles ES1.4 and CC1.1 promote compact, walkable development patterns that support transit and reduced vehicle emissions. Principle PDP1.1 recognizes designated Activity Centers as priority infill areas.

The subject property is identified as “Mixed Use” on the Land Use Map and adjacent to arterial (Parkcenter Blvd) and collector (Bown Way) roadways, which also support the requested PC rezone. Rezoning the property will benefit the general public as providing neighborhood-serving uses in Activity Centers minimizes the impact of sprawl on outlying areas of the community and encourages development that allows individuals to walk, bike, or make use of public transportation. Finally, the proposed rezone will not create any issues of compatibility with surrounding zoning and development. The surrounding area consists of established residential and commercial uses with PC, C-1, and R-3 zoning. Furthermore, the associated development agreement will ensure compatibility as it includes specific use, design, and layout requirements for various aspects of the development. These include restricting uses that may require additional parking beyond the current proposal limiting the amount of outdoor seating to be provided. In addition, limiting hours of operation for the restaurant use will help mitigate parking issues within Bown Crossing by balancing peak hours of operation for all businesses.
Conditional Use Permit

The conditional use permit for a parking reduction is consistent with the approval criteria of B.C.C. Section 11-03-04.06. The requested uses of a restaurant and retail space are compatible to other uses located within Bown Crossing, a mixed use development comprised of retail, office, restaurant, residential, and civic uses. In addition to being located within an area of the city where alternative transportation options exist (walking, biking, and public transit), the submitted parking study shows there are available parking stalls within the surrounding area. The proposal complies with Blueprint Boise. Principle GDP-MU.1(c) encourages active uses at key intersections, near existing or planned transit stops, or near major public spaces to increase visibility and promote pedestrian activity. The subject property is located at the intersection of two arterial roadways, Bown Way and Parkcenter Blvd. There is a transit route that travels along Parkcenter Blvd adjacent to the property and there is an existing bus stop directly adjacent to the subject property. A parking reduction based on the proximity to a transit line is further supported by Principle CC4.4(a) which calls for creating incentives, such as reduced parking requirements when specific Travel Demand Management parking techniques are implemented. The parking reduction will not adversely affect other property in the vicinity and no correspondence was received from commenting agencies indicating the proposed uses or the requested parking reduction would be a burden on transportation or other public facilities in the vicinity. If the parking reduction is granted, the site will be large enough to accommodate the proposed use. The property meets the minimum dimensional standards of the proposed PC zone and the building and parking lot will comply with the required setbacks.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
Property Information

Address

Street Number: 3047
Prefix: S
Street Name: BOWN WAY
Unit #: 
Subdivision name: RIVERWALK SUB NO 01
Block: 01
Lot: 02
Section: 25
Township: 3
Range: 2
Zoning: C-1D
Parcel Number: R7476720020
Additional Parcel Numbers: 

Primary Contact

Who is responsible for receiving e-mail, uploading files and communicating with Boise City?

☐ Agent/Representative  ☐ Applicant  ☐ Owner

Applicant Information

First Name: John
Last Name: Day
Company: SU Architecture
Address: 415 South 13th Street
City: Boise
State: ID
Zip: 83702
E-mail: johnd@suarchitecture.com
Phone Number: (208) 395-1080
Cell: (208) 395-1080
Fax: 

Agent/Representative Information

Role Type: ☐ Architect  ☐ Land Developer  ☐ Engineer  ☐ Contractor  ☐ Other
First Name: John
Last Name: Day
Company: SU Architecture
Address: 415 South 13th Street
City: Boise
State: ID
Zip: 83702
E-mail: johnd@suarchitecture.com
Phone Number: (208) 395-1080
Cell: (208) 395-1080
Fax: 

Owner Information

Same as Applicant? ☐ No  ☑ Yes  (If yes, leave this section blank)

First Name: Boyd
Last Name: Yee
Company: Yick Yee Family Trust
Address: 434 Silverleaf Ext.
City: Emmett
State: ID
Zip: 83616
E-mail: boydyee@gmail.com
Phone Number: (208) 859-7759
Cell: (208) 859-7759
Fax: 

1. Neighborhood Association:
   Southeast Boise

2. Comprehensive Planning Area:
   Southeast

3. This application is a request to construct, add or change the use of the property as follows:
   Construct approximately 6,700 sq.ft. multi-tenant retail building with request for parking reduction

4. Size of Property:
   0.534 Acres  

5. Water Issues:
   A. What are your fire flow requirements? (See International Fire Code):
      2500 gpm

   B. Number of hydrants (show location on site plan):
      Note: Any new hydrants/hydrant piping require Suez Water approval.
      Number of Existing: 1  
      Number of Proposed: 0

   C. Is the building "sprinklered"?  
      Yes  

   D. What volume of water is available? (Contact SUEZ (208) 362-7354):
      2500 gpm

6. Existing uses and structures on the property are as follows:
   none

7. Is the project intended to be phased? Please explain:
   no

8. Adjacent property information:
   Building types and/or uses
   Zone
   North: residential  
   North: (R-1C) Single Family Residential
   South: mixed use  
   South: (P-CD) Pedestrian Commercial w/Des
   East: mixed use  
   East: (C-1D) Neighborhood Commercial w/
   West: mixed use  
   West: (C-1D) Neighborhood Commercial w/
9.A.a

Packet Pg. 875

A. Number of Structures: 1
Use: mixed use retail

Square footage of proposed structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
</tr>
<tr>
<td>2nd Floor</td>
</tr>
<tr>
<td>3rd Floor</td>
</tr>
<tr>
<td>4th Floor</td>
</tr>
</tbody>
</table>

B. Maximum proposed structure height(s): 24

C. Number of stories: 1

D. Number of seats (if restaurant, tavern or lounge): 30

E. Number of residential units (if applicable): 0

10. Existing Structures:

Square footage of existing structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
</tr>
<tr>
<td>2nd Floor</td>
</tr>
<tr>
<td>3rd Floor</td>
</tr>
<tr>
<td>4th Floor</td>
</tr>
</tbody>
</table>

11. Building Exterior:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof: TPO Membrane</td>
<td>white</td>
</tr>
<tr>
<td>Walls: Stucco/Brick</td>
<td>Tan/Beige</td>
</tr>
<tr>
<td>Windows/Doors: Aluminum Storefront</td>
<td>Clear Anodized</td>
</tr>
<tr>
<td>Fascia, Trim, etc: Pre-finished Metal</td>
<td>Charcoal Grey</td>
</tr>
<tr>
<td>Other: Patio Cover</td>
<td>exposed steel/wood</td>
</tr>
</tbody>
</table>

12. Setbacks:

Note: Plans that are not graphically dimensioned will not be accepted.

<table>
<thead>
<tr>
<th>Building Required</th>
<th>Building Proposed</th>
<th>Parking Required</th>
<th>Parking Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front: 10’</td>
<td>12’</td>
<td>23</td>
<td>0</td>
</tr>
<tr>
<td>Rear: 0’</td>
<td>0’</td>
<td>23</td>
<td>14</td>
</tr>
<tr>
<td>Side 1: 10’</td>
<td>22’</td>
<td>23</td>
<td>0</td>
</tr>
<tr>
<td>Side 2: 0’</td>
<td>12’</td>
<td>23</td>
<td>0</td>
</tr>
</tbody>
</table>

9.A.a

Site Design:

<table>
<thead>
<tr>
<th>Site Percentage Devoted to</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Coverage: 29%</td>
<td>6700</td>
</tr>
<tr>
<td>Landscaping: 35%</td>
<td>7935</td>
</tr>
<tr>
<td>Paving: 23%</td>
<td>5188</td>
</tr>
<tr>
<td>Other Uses: 6%</td>
<td>1460</td>
</tr>
<tr>
<td>Describe Other Uses: Patio</td>
<td></td>
</tr>
</tbody>
</table>

14. Parking:

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessible Spaces:</td>
<td>1</td>
</tr>
<tr>
<td>Parking Spaces:</td>
<td>23</td>
</tr>
<tr>
<td>Bicycle Spaces:</td>
<td>2</td>
</tr>
</tbody>
</table>

Proposed compact spaces:

<table>
<thead>
<tr>
<th>Req</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

Are you proposing off-site parking?

- [ ] Yes
- [ ] No

If yes, how many spaces?

- [ ]

Are you requesting shared parking or a parking reduction?

- [ ] Yes
- [ ] No

If yes, how many spaces?

- [ ]

Restricted parking?

- [ ] Yes
- [ ] No

15. Landscaping:

A. Are there any prominent trees or areas of vegetation on the property?

- [ ] Yes
- [ ] No

B. Type: Trees

C. Size: 1 1/2”

D. General Location: Frontage along Parkcenter

16. Mechanical Units:

<table>
<thead>
<tr>
<th>Number of Units:</th>
<th>6</th>
</tr>
</thead>
</table>

Unit Location: Roof

Type: Packaged RTU

Height: 5’

Proposed Screening Method: Parapet
A. Type of trash receptacles:
- Individual Can/Residential
- 3 Yd. Dumpster
- 6 Yd. Dumpster
- 8 Yd. Dumpster
- Compactor

B. Number of trash receptacles: 1

C. Proposed screening method: CMU Enclosure

D. Is the proposed location accessible for collection? (Contact Boise Public Works at 384-3901.)
- Yes
- No

E. Is recycling proposed?
- Yes
- No

18. Irrigation Ditches/Canals:
A. Are there any irrigation ditches or canals on or adjacent to the property? Yes

B. Location: na

C. Size: na

19. Fencing:

<table>
<thead>
<tr>
<th>Proposed</th>
<th>Existing to Remain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type: none</td>
<td>na</td>
</tr>
<tr>
<td>Height: na</td>
<td>na</td>
</tr>
<tr>
<td>Location: na</td>
<td>na</td>
</tr>
</tbody>
</table>

20. Loading Facilities (if proposed, for commercial uses only):

| Number: none | Location: na |
| Size: na | Screening: na |

21. Drainage:
Proposed method of on-site retention: on site seepage beds

22. Floodways & Hillsides:
A. Is any portion of this property located in a Floodway or a 100-year Floodplain? Yes

B. Does any portion of this parcel have slopes in excess of 15%? Yes

Note: If the answer to either of the above is yes, you will be required to submit an additional #112 Floodplain and/or #114 Hillside application and additional fee.

23. Airport Influence Area:
Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)
- No
- Area A
- Area B
- Area B1
- Area C
Acceptance of this application does not validate the legal status of any lot or parcel. Prior to submitting for a Building Permit you must have a Verification of Legal Parcel Status form signed by the Boise City Subdivision Department. It is the applicant’s responsibility to provide deeds and/or other documentation to the Subdivision Department. See Verification of Legal Lot or Parcel Worksheet for submittal requirements.

The undersigned declares that the above provided information is true and accurate. The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature: 

Date: 
September 18, 2019

City of Boise
Planning and Development Services
150 Capitol Blvd.
Boise, Idaho 83701

RE: Conditional Use Application- Bown Crossing Multi-Tenant Retail Building

Planning Committee,

Please accept this narrative in support of the exceptional circumstances imposed by the Bown Crossing Development relating to the application for a Conditional Use and rezone for a new 6,700 sq.ft. multi-tenant building to be located at 3047 South Bown Way. The Conditional Use will seek a parking reduction for the building, and the rezone from C-1 to PC is requested because the lot is entirely surrounded by Pedestrian Commercial (PD) and we feel it is appropriate that this lot be the same.

Bown Crossing was initially developed in the early 2000’s with actual brick and mortar arriving approximately 2006. The site was developed to be a pedestrian oriented, mixed uses consisting of residential (single family patio homes and lofts), with restaurant and retail spaces, to energize and bring focus to southeast Boise. The residential and commercial buildings are all connected by continuous pedestrian walkways and bike paths. These connected pathways also lead to the vibrant Boise Greenbelt which provide additional access from areas to the east and west of this locale. All these pedestrian friendly amenities lead to a vibrant livable district not completely reliable on the automobile.

The proposed tenants are to include a restaurant, and multiple retail/mercantile type tenants to be determined later.

The parking requirements for the building based off its proposed occupants and Boise Municipal Code, Table 11-07.1, would require 23 parking stalls. The current site plan indicates a total of 14 parking stalls. Our request under a conditional use parking reduction is an reduction of approximately 9 parking spaces.

The proposed building lot occurs at the southwest corner of South Bown Way and East Parkcenter Blvd. The is the only lot zoned C-1D in the surrounding development. While our proposed building lot is not actually zoned as pedestrian commercial (PC-D) it is nonetheless a part of Bown Crossing and is only accessible through the Bown Crossing Marketplace West so to exclude it from the concept of pedestrian oriented zoning standards is simply impossible, therefor we would request a change in zoning.

Site orientation is similar to the buildings adjacent to the south and across the street in that the building fronts Parkcenter and Bown Way, addressing the pedestrian
relationship to the neighborhood. There will be a patio for casual seating along Bown Crossing as well. A steel pergola structure will be part of the patio to enhance the seating area and to provide shading for occupants. A small concrete retaining wall will run along the perimeter of the patio to define its space. All parking is to the back of the building, again, keeping with the pedestrian commercial zoning standards. The access to parking is from the south, off East Riverwalk. As part of this project a loop access road will be completed, to parking due west in the St. Alphonsus Health Plaza parking lot. This will complete an access easement as required by the Marketplace West Master Declaration.

The building design will be consistent with the existing buildings in Bown Crossing as required by the Bown Crossing Master declarations. The building will be single story, stucco clad, with brick (masonry) wainscot. A corniced parapet with several step-up in heights rim the top of the building creating a segmented, more interesting site line. Recessed entryways clad with brick and signage easily guide pedestrians to the proposed retail/restaurant use storefronts. Windows and doors will be anodized aluminum storefront. There will be several metal clad awnings over the windows along the perimeter of the building for shading of sun, as well as additional articulation to the building façade.

Thank you for the opportunity to present the design intent to the committee and I look forward to presenting at the public hearing.

[Signature]

ct Manager

Slichter Ugrin Architecture
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 the Yick Yee Family Company, LLP, an Idaho limited liability partnership (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 rezoning and conditional use, case numbers CAR 19-00022 and CAR 19-00064, respectively.

WHEREAS, the Developer has applied to the City for a rezone and conditional use to develop the Property into retail and restaurant uses; 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. **Size, Location and Zoning of Property.** The Property is approximately .534 acres and the commonly-associated address of the Property is 3047 S. Bown Way, Boise, Idaho 83706 (Parcel Number R7476720020). The PC-D zone shall apply to the Property. The Property was formally zoned C-1D.
2. **Uses Permitted by this Agreement.** The Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the PC-D 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 of the Property shall be constructed in accordance with the site plan attached hereto as Exhibit B and made a part hereof (the “Site Plan”) and building elevations attached hereto as Exhibit C and made a part hereof (the “Building Elevations”) and shall be consistent with the development standards set forth below as well as the original conditions of approval in Exhibit D, which is made a part hereof. Failure to construct the Property consistent with this Agreement and the Boise City Development Code, 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 shall be applied to rezoning the Property to a PC-D zone.

      i. **Development Type.** The Property shall be developed as a single building substantially in accordance with Exhibits B and C.

4. **Default.** In the event the Developer, its successors 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 the 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 the Boise City Code, determines that this Agreement shall be terminated as a result of default, the zoning of the Property shall revert to C-1D. All uses of the Property which are not consistent with C-1D zoning 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.

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 numbers CAR 19-00022 and CAR 19-00064 (the “Ordinance”).

6. **Consent to Rezone.** The Developer, and its successors and assigns, 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 the C-1D zone, 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:**
      Yick Yee Family Company, LLP  
      Attn: Mr. Boyd Yee  
      4393 Silver Leaf Ext.  
      Emmett, Idaho 83617

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 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 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.

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 ______ day of ______________, 20__.

CITY:

CITY OF BOISE CITY,
an Idaho municipal corporation

________________________________________
Lauren McLean, 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 Lauren 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.

________________________________________
Notary Public for Idaho
My commission expires: ________________
DEVELOPER:

Yick Yee Family Company, LLP,
an Idaho limited liability partnership

By: _________________________
    Boyd Yee, Partner

STATE OF IDAHO  )
    ) ss.
County of Ada  )

This record was acknowledged before me on __________________, 20__, by Boyd Yee as a Partner of the Yick Yee Family Company, LLP.

_________________________________
Signature of Notary Public

My commission expires: _____________
EXHIBIT A
Property Legal Description

Lot 2 in Block 1 of Riverwalk Subdivision – Phase 1, according to the official plat thereof, recorded in Book 87 of Plats at Pages 9950 through 9955, and amended by Affidavit Authorizing Change recorded August 13, 2004 as Instrument No. 104104261, records of Ada County, Idaho.
EXHIBIT B
Site Plan

See attached.
EXHIBIT C
Building Elevations

See attached.
EXHIBIT D
Action Letter from Boise City Council
(with Conditions of Approval)

See attached.
November 19, 2019

City of Boise
Planning and Development Services
150 Capitol Blvd.
Boise, Idaho 83702

RE: Bown Crossing Parking evaluation

Planning Staff,

We are pleased to provide this narrative in support of our application to develop the last remaining parcel in the Bown Crossing Mixed-Use Community. As Boise finds itself in a rapid growth movement, it becomes increasingly important to look at the remaining vacant developable parcels within existing neighborhoods and communities to fulfill the vision outlined in the Boise City Comprehensive Plan, otherwise known as Blueprint Boise.

It is important to remember that the Bown Crossing Community originated in early 2000’s and was conceived as a mixed-use development with a neighborhood activity hub for the underserved and growing portion of South East Boise. The original development encompassed almost 35 acres, 92 residential units, and over 51,000 sq.ft. of retail, commercial, and civic space.

Our project is specific to what’s known as Marketplace West portion of Bown Crossing Mixed Use Community and is located on the West side of Bown Way between Parkcenter Blvd. and Boise Avenue. This makes up roughly half the commercial component, and civic use (Library) with the remaining commercial and residential to the east of Bown Way.

Below, to the left, is the original recorded site plan for the Marketplace West CCR’s. This is an often-approached layout for a mixed-use development with larger parking field in the interior anchored by a large tenant set back from street lined businesses. To the Right you’ll see the current site plan.
from the CCR’s recorded in March of 2016 to reflect the Library (Parcel C) and St. Alphonsus Medical Clinic (Parcel A) which were constructed in 2014 and 2017.

Bown Crossing has since become one of Boise’s most successful development stories, promoting a walkable, live-where-you-work lifestyle, with expanded amenities such as restaurants, businesses, shops, and a branch library.

We believe strongly that the development application before you will benefit the Bown community, and its surrounding neighborhoods by providing the additional services that are being demanded by the population growth in the surrounding area. We feel strongly that the development application before you is nothing that was not imagined and planned for in the original application almost 20 years ago.

As required per City Code Section 11-07-03, we would submit the following information for your evaluation and help in determining the need and request for parking reduction;

1. **A study documenting a reduced need for parking;**

   By comparison, the only area in Boise that resembles the Bown Crossing community would be Hyde Park. Both are designated Neighborhood Activity Centers in Blueprint Boise. Both are comprised of multiple, mixed use commercial, business, and restaurant services, in a compact scale. Both succeeded on a city planning level. The success of a mixed-use development depends on the synergy of all the pieces — retail, residential, office, entertainment — working together to empower the other tenants.

   The idea that customers would come to visit more then one business in the same visit is a key element, thus reducing the need to provide dedicated parking for each singular tenant. With the family friendly atmosphere created in Bown Crossing, it is conceivable that one could bring their kids to the library, have lunch, and shop all in one visit.

   Bown has an approximate population base of 10,000 people living within a 1-mile radius of Bown, again, similar in demographics to Hyde Park.

   Bown has and remains a jumping off point to the Greenbelt with direct access via bike lanes directly to the north and to the south Boise avenue has dedicated bike lanes and is another popular bikeway.

2. **List and Schedule of major parking events;**

   Each and every business has considered peak times relative to the function of the business. By the planned design of mixed-use developments, these peak times are meant to be spread throughout the day not all occurring at the same time. Bown Crossing achieves this by its diverse tenant mix. Bown has a good mix of 8-5 businesses which ae closed on weekends, restaurants which peak during lunch and dinner rushes, a library open mid-morning through late evening, however with limited hours on weekends and a major medical clinic open 8-5 M-F and closed on weekends. We see peak times occurring intermittently throughout the day, though most commonly reaching peak time in the early to mid-evening for the restaurants which coincides with closures of some retail and most general office tenants or non-retail tenants.

   Bown Crossing is a loosely knitted community that doesn’t have major planned events like yearly carnival or parade that I can find or locate with any of the organizations listed as tenants there, however would expect that any smaller events of social nature would take place in evening and weekends.

3. **Detailed parking plan and parking space count;**

   We have provided the attached Site Plan indicating parking layout and count. The plan provides a total of (14) parking spaces, including (1) ADA and (2) compact Spaces.
4. A description of available public transit services;

I have included a map of the Valley Regional Transit (VRT) services in the area. Currently Bus Route No. 1 provides service every 30 min. during peak morning and evening times and runs hourly in-between. This schedule has just recently been increased due to the growth and increased demand in ridership and one would expect it to increase incrementally as growth continues to the SW.

![VRT MAP OF ROUTE SERVICE IN SW BOISE](image)

And through Route#1, the transfer station at BSU or downtown provides access the remainder of Boise service area as referenced in figure 2 below.

![VRT SYSTEM MAP OF BOISE](image)
It should not be lost that Uber and Lyft both operate in Boise and are providing a popular alternative to typical transit options like the bus. These are particularly popular options when destinations out include alcohol.

5. A description of available on-street parking;

On-street parking exists on both sides of Bown Way and both sides Riverwalk Drive but not occur directly adjacent (in front) to the proposed development. Nor is the on-street parking stripped so it is hard to quantify the number of spaces. I have provided photos below for your review.

Figure 5  VIEW LOOKING NORTH DOWN BOWN WAY

Figure 6  VIEW LOOKING WEST ON RIVERWALK TOWARDS LIBRARY
Figure 7  VIEW LOOKING SE DOWN BOWN WAY AND EAST RIVERWALK

Sincerely,

John Day
Architect, Senior Project Manager
Slichter Ugrin Architecture
BOWN CROSSING RETAIL

BOWN CROSSING MULTI-TENANT RETAIL BUILDING

SUITE 100
RESTAURANT, A-2 OCCUPANCY
1 PER 3 SEATS (TABLE 11-07.1 BMC)
30/3 = 10.0

SUITE 200 - 300
RETAIL, M OCCUPANCY
1 PER 300 S.F. GFA (TABLE 11-07.1 BMC)
3,844/300 = 12.81

TOTAL = 22.81 = 23 SPACES REQUIRED
14 SPACES PROVIDED
9 SPACES PARKING REDUCTION REQUEST

PARKING REQUIREMENTS

SUITE 100

SUITE 200 - 300

TOTAL = 23 SPACES REQUIRED

PATIO/SIDEWALK
LANDSCAPE

FIRE HYDRANT LOCATED @ BOWN AND PARKCENTER, SW CORNER. (HYDRANT # 11,107)

LEGEND

PARKING

COMPACT

TRASH ENCLOSURE

SCALE: 1" = 10'

SITE PLAN

CONSTRUCTION DRAWINGS

PRINT DATE: NOVEMBER 01, 2019

COPYRIGHT © 2018 SLICHTER|UGRIN ARCHITECTURE

3047 S. BOWN WAY BOISE ID 83706
Amendment to Bown Crossing Parking Evaluation 12.19.2019

5. A description of available on-street parking;

On-street parking exists on both sides of Bown Way and both sides Riverwalk Drive but not occur directly adjacent (in front) to the proposed development. Nor is the on-street parking stripped so it is hard to quantify the number of spaces. I have provided photos below for your review.

Figure 5  VIEW LOOKING NORTH DOWN BOWN WAY

Figure 6  VIEW LOOKING WEST ON RIVERWALK TOWARDS LIBRARY
The west side of Bown way and Riverwalk Drive was analyzed as part of a parking study by Thompson Engineers, that in addition looked at the availability of parking throughout the Marketplace West Parking lot. The study was conducted three times per day, on five separate weekdays, twice on Saturday, and once Sunday. The summary indicates on-street parking is generally available. I have attached the report for your review.

Sincerely,

John Day
Architect, Senior Project Manager
Slichter Ugrin Architecture
August 28, 2018

John Day, AIA
Slichter Ugrin Architecture
415 S 13th St, Boise, ID 83702

RE: Bown Crossing Parking Study
Boise, ID

Dear Mr. Day,

As requested, we have added additional surveys of the parking utilization at Bown Crossing to include additional days and times during the week and weekend counts. This survey was conducted in accordance with acceptable practices to assess utilization of existing parking lots.

The parking lot designations described in our original study will still be applicable for this study and is shown below for reference.
We conducted the survey three times per day on five different weekdays, twice on a Saturday, and once on a Sunday. A summary of our findings for the four parking lots is attached with this report. Copies of the reduced notes are also attached.

Lot 1 ranged from an average low of 1 spot available, to a maximum average of 15 available parking spaces. We did not include the three, covered, reserves stalls, the motor cycle stall, handicap stalls, or the striped emergency access. The dirt parking lot was not included in this count, but we did monitor the number of cars parked in the lot. We observed a minimum of 1 vehicle parked in the dirt lot and one observation of 16 vehicles. Typically, 6 or 7 vehicles were parked in the dirt lot.

Lot 2 had a minimum average of 6 available spots, and a maximum average of 34 available spots. Handicap stalls were not included in the summary.

Lot 3 had a minimum average of 40 available spots, and a maximum average of 82 available spots. Handicap stalls were not included in the summary. We again noticed some parking in the bay adjacent to the school and suspect that the school is using some parking stalls in lot 3.

Lot 4 had a minimum average of 9 available spots, and a maximum average of 84 available spots. Handicap stalls, book drop stalls, and stalls reserved for electric vehicles were not included in the summary.

Since the street parking does not have striping for individual parking stalls, the number of parked cars was noted. For this study, we only observed the west side of Bown Way and Riverwalk Drive between Bown Way and the entrance to the library parking lot. In general, there was always parking available on street.

Based on our observations and review of the data collected, lot 1 tends to be fully utilized, and lot 2 gets significant use. Lots 3 and 4 have available parking throughout most time of the day and every day of the week.

Should you have any questions, please call.

Sincerely,
Thompson Engineers, Inc.

Daniel A. Thompson, P.E.
Idaho PE 3710
### Project: Bown Crossing
#### Number: 18-06
#### Date: 8/28/2018
#### By: DAT

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Time</th>
<th>Lot</th>
<th>Average Open Spaces</th>
<th>Percent Open</th>
<th>Total Open Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday</td>
<td>8/15/2018</td>
<td>9:00 AM</td>
<td>1</td>
<td>5</td>
<td>18%</td>
<td>147</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>29</td>
<td>81%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>61</td>
<td>71%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>52</td>
<td>47%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2:00 PM</td>
<td>1</td>
<td>2</td>
<td>8%</td>
<td>87</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>12</td>
<td>33%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>59</td>
<td>68%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>15</td>
<td>14%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7:00 PM</td>
<td>1</td>
<td>9</td>
<td>36%</td>
<td>129</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>6</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>65</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>50</td>
<td>46%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/17/2018</td>
<td>8:30 AM</td>
<td>1</td>
<td>13</td>
<td>49%</td>
<td>189</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>29</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>77</td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>70</td>
<td>64%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3:00 PM</td>
<td>1</td>
<td>6</td>
<td>23%</td>
<td>154</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>22</td>
<td>62%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>66</td>
<td>77%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>59</td>
<td>54%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6:00 PM</td>
<td>1</td>
<td>1</td>
<td>5%</td>
<td>123</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>6</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>64</td>
<td>74%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>52</td>
<td>47%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/19/2018</td>
<td>12:00 PM</td>
<td>1</td>
<td>6</td>
<td>23%</td>
<td>201</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>29</td>
<td>79%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>82</td>
<td>96%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>84</td>
<td>77%</td>
<td></td>
</tr>
<tr>
<td>Day</td>
<td>Date</td>
<td>Time</td>
<td>Lot</td>
<td>Average Open Spaces</td>
<td>Average Open Percent</td>
<td>Total Open Spaces</td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
<td>--------</td>
<td>-----</td>
<td>---------------------</td>
<td>----------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Tuesday</td>
<td>8/21/2018</td>
<td>8:45 AM</td>
<td>1</td>
<td>11</td>
<td>42%</td>
<td>149</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>34</td>
<td>94%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>40</td>
<td>46%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>65</td>
<td>59%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>11:55 AM</td>
<td>1</td>
<td>1</td>
<td>4%</td>
<td>61</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>6</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>45</td>
<td>52%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>9</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6:00 PM</td>
<td>1</td>
<td>4</td>
<td>36%</td>
<td>135</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>7</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>67</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>57</td>
<td>46%</td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td>8/23/2018</td>
<td>8:30 AM</td>
<td>1</td>
<td>15</td>
<td>59%</td>
<td>175</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>32</td>
<td>89%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>51</td>
<td>59%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>77</td>
<td>70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1:56 PM</td>
<td>1</td>
<td>3</td>
<td>10%</td>
<td>98</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>25</td>
<td>69%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>42</td>
<td>49%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>29</td>
<td>27%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7:31 PM</td>
<td>1</td>
<td>5</td>
<td>19%</td>
<td>102</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>8</td>
<td>21%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>57</td>
<td>67%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>32</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td>8/25/2018</td>
<td>2:45 PM</td>
<td>1</td>
<td>8</td>
<td>30%</td>
<td>163</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>22</td>
<td>62%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>77</td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>56</td>
<td>51%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6:31 PM</td>
<td>1</td>
<td>7</td>
<td>27%</td>
<td>168</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>12</td>
<td>33%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>71</td>
<td>82%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>78</td>
<td>72%</td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>------------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>9:05</td>
<td>1</td>
<td>5</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>8 in dirt</td>
<td>4.8</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>33</td>
<td>2</td>
<td></td>
<td></td>
<td>29.3</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>61</td>
<td>5</td>
<td></td>
<td></td>
<td>61.0</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>57</td>
<td>9</td>
<td>2 - Book 4 - Electric</td>
<td></td>
<td>51.8</td>
</tr>
<tr>
<td>9:15</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>6 in dirt</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>59</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>55</td>
<td>9</td>
<td>2 - Book 4 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9:29</td>
<td>1</td>
<td>5</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>8 in dirt</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>29</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>59</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>49</td>
<td>9</td>
<td>2 - Book 4 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10:00</td>
<td>1</td>
<td>5</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>10 in dirt</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>23</td>
<td>2</td>
<td>delivery truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>65</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>46</td>
<td>9</td>
<td>2 - Book 4 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>----------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>2:00</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>2.0</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>11</td>
<td>2</td>
<td></td>
<td></td>
<td>11.8</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>55</td>
<td>4</td>
<td></td>
<td></td>
<td>58.5</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>15</td>
<td>7</td>
<td>2 - Book</td>
<td>2 - Electric</td>
<td>15.0</td>
</tr>
<tr>
<td>2:11</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>10</td>
<td>2</td>
<td></td>
<td></td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>57</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>15</td>
<td>6</td>
<td>2 - Book</td>
<td>2 - Electric</td>
<td>15</td>
</tr>
<tr>
<td>2:22</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>12</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>62</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>14</td>
<td>7</td>
<td>2 - Book</td>
<td>2 - Electric</td>
<td></td>
</tr>
<tr>
<td>2:32</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>14</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>60</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>16</td>
<td>8</td>
<td>1 - Book</td>
<td>2 - Electric</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>23</td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>---------------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>7:00</td>
<td>1</td>
<td>8</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>9.3</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>7</td>
<td>1</td>
<td></td>
<td></td>
<td>5.5</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>63</td>
<td>5</td>
<td></td>
<td></td>
<td>64.5</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>49</td>
<td>8</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td>50.0</td>
</tr>
<tr>
<td>7:10</td>
<td>1</td>
<td>9</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>4</td>
<td>2</td>
<td></td>
<td></td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>65</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>47</td>
<td>9</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>7:20</td>
<td>1</td>
<td>10</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>4</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>64</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>53</td>
<td>8</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>7:29</td>
<td>1</td>
<td>10</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>7</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>66</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>51</td>
<td>9</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
</tr>
<tr>
<td>--------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>------------------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>8:30</td>
<td>1</td>
<td>14</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 4</td>
<td>12.8</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>29</td>
<td>2</td>
<td></td>
<td></td>
<td>28.8</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>79</td>
<td>5</td>
<td></td>
<td></td>
<td>77.0</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>83</td>
<td>8</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td>70.3</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8:51</td>
<td>1</td>
<td>13</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>29</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>79</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>79</td>
<td>7</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9:11</td>
<td>1</td>
<td>13</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>29</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>83</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>57</td>
<td>8</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
</tr>
<tr>
<td>--------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>------------------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>11</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>28</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>67</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>62</td>
<td>9</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
</tr>
<tr>
<td>--------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>------------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>3:00</td>
<td>1</td>
<td>6</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>6.0</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>22</td>
<td>2</td>
<td></td>
<td></td>
<td>22.3</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>68</td>
<td>5</td>
<td></td>
<td></td>
<td>66.3</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>52</td>
<td>8</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td>59.0</td>
</tr>
<tr>
<td>3:11</td>
<td>1</td>
<td>7</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>22</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>66</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>60</td>
<td>8</td>
<td>1 - Book 3 - Electric</td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>3:23</td>
<td>1</td>
<td>7</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>21</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>63</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>61</td>
<td>8</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>3:32</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>24</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>68</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>63</td>
<td>8</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>------------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>6:00</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>1.3</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>4</td>
<td>0</td>
<td></td>
<td></td>
<td>6.0</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>66</td>
<td>9</td>
<td></td>
<td></td>
<td>63.8</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>50</td>
<td>5</td>
<td>2 - Book</td>
<td></td>
<td>51.5</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>6:15</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>66</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>46</td>
<td>8</td>
<td>1 - Book</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>6:25</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>9</td>
<td>0</td>
<td></td>
<td></td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>65</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>53</td>
<td>9</td>
<td>2 - Book</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>6:35</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>8</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>58</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>57</td>
<td>9</td>
<td>2 - Book</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15</td>
</tr>
</tbody>
</table>
## Parking Observation Report

**Counter:** Sharon Feeley  
**Day:** Sunday  
**Time Period:** 12:00 PM to 1:00 PM  
**Date:** 8/19/2018

<table>
<thead>
<tr>
<th>Time</th>
<th>Lot #</th>
<th>General</th>
<th>Handicap</th>
<th>Other</th>
<th>Street Parking</th>
<th>Average</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:00</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>6.0</td>
<td>23%</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>31</td>
<td>2</td>
<td></td>
<td></td>
<td>28.5</td>
<td>79%</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>83</td>
<td>9</td>
<td></td>
<td></td>
<td>82.3</td>
<td>96%</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>84</td>
<td>5</td>
<td>2 - Book</td>
<td></td>
<td>83.8</td>
<td>77%</td>
</tr>
<tr>
<td>12:10</td>
<td>1</td>
<td>6</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>29</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>82</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>86</td>
<td>9</td>
<td>1 - Book</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:18</td>
<td>1</td>
<td>6</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>28</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>82</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>82</td>
<td>9</td>
<td>2 - Book</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:29</td>
<td>1</td>
<td>8</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>26</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>82</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>83</td>
<td>9</td>
<td>2 - Book</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other:** 1 - Motorcycle
<table>
<thead>
<tr>
<th>Time</th>
<th>Lot #</th>
<th>General</th>
<th>Handicap</th>
<th>Other</th>
<th>Street Parking</th>
<th>Average</th>
<th>Percent Open</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:46</td>
<td>1</td>
<td>12</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>5 in dirt</td>
<td>11.0</td>
<td>42%</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>34</td>
<td>2</td>
<td></td>
<td></td>
<td>33.8</td>
<td>94%</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>34</td>
<td>5</td>
<td></td>
<td></td>
<td>39.8</td>
<td>46%</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>74</td>
<td>9</td>
<td>2 - Book</td>
<td>3 - Electric</td>
<td>64.8</td>
<td>59%</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8:59</td>
<td>1</td>
<td>10</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>5 in dirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>34</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>27</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>60</td>
<td>9</td>
<td>2 - Book</td>
<td>3 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>15 (semi)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9:09</td>
<td>1</td>
<td>12</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>5 in dirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>34</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>46</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>64</td>
<td>9</td>
<td>2 - Book</td>
<td>3 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>15 (semi)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9:17</td>
<td>1</td>
<td>10</td>
<td>2</td>
<td>1 - Motorcycle (+mc cop)</td>
<td>5 in dirt</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>33</td>
<td>2</td>
<td>delivery truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>52</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>61</td>
<td>9</td>
<td>2 - Book</td>
<td>3 - Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>15 (semi)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
<td>Percent Open</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>----------------</td>
<td>----------------</td>
<td>---------</td>
<td>--------------</td>
</tr>
<tr>
<td>12:07</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>1.0</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>7</td>
<td>1</td>
<td>(TK NOT HC)</td>
<td></td>
<td>6.0</td>
<td>17%</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>43</td>
<td>4</td>
<td></td>
<td></td>
<td>45.0</td>
<td>52%</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>9</td>
<td>7</td>
<td>1 - Book 4 - Electric</td>
<td></td>
<td>9.3</td>
<td>8%</td>
</tr>
<tr>
<td>12:12</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>1.0</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>6</td>
<td>1</td>
<td>(TK Still)</td>
<td></td>
<td>6.0</td>
<td>17%</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>45</td>
<td>3</td>
<td></td>
<td></td>
<td>45.0</td>
<td>52%</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>16</td>
<td>6</td>
<td>1 - Book 2 - Electric*</td>
<td>* Reg veh no EV</td>
<td>9.3</td>
<td>8%</td>
</tr>
<tr>
<td>12:22</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>1.0</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>6</td>
<td>1</td>
<td>(TK Still)</td>
<td></td>
<td>6.0</td>
<td>17%</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>46</td>
<td>3</td>
<td></td>
<td></td>
<td>45.0</td>
<td>52%</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>4</td>
<td>7</td>
<td>2 - Book 3 - Electric*</td>
<td>* Reg veh no EV</td>
<td>9.3</td>
<td>8%</td>
</tr>
<tr>
<td>12:33</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td></td>
<td>1.0</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>5</td>
<td>1</td>
<td>(TK Still)</td>
<td></td>
<td>6.0</td>
<td>17%</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>46</td>
<td>3</td>
<td></td>
<td></td>
<td>45.0</td>
<td>52%</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>8</td>
<td>7</td>
<td>0 2 - Electric*</td>
<td>*Both no EV</td>
<td>9.3</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>32 (1 semi)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Percent Open</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>----------------------</td>
<td>-------------------------</td>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td>18:01</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>3.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>7</td>
<td>2</td>
<td></td>
<td></td>
<td>6.8</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>65</td>
<td>5</td>
<td></td>
<td></td>
<td>67.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>52</td>
<td>8</td>
<td>2 - Book</td>
<td></td>
<td>57.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18:11</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>8</td>
<td>2</td>
<td></td>
<td></td>
<td>9</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>68</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>56</td>
<td>7</td>
<td>2 - Book</td>
<td>* Reg veh no EV</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18:19</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>6</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>68</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>62</td>
<td>9</td>
<td>2 - Book</td>
<td>* Reg veh no EV</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18:29</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>6</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>68</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>58</td>
<td>8</td>
<td>1 - Book</td>
<td>* Reg veh no EV</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td>Average</td>
<td>Percent</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>------------------------</td>
<td>----------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>8:31</td>
<td>1</td>
<td>17</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>15.3</td>
<td>59%</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>29</td>
<td>2</td>
<td></td>
<td></td>
<td>32.0</td>
<td>89%</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>60</td>
<td>4</td>
<td></td>
<td></td>
<td>51.0</td>
<td>59%</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>86</td>
<td>9</td>
<td>2 - Book, 4 - Electric</td>
<td></td>
<td>76.8</td>
<td>70%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time</th>
<th>Lot #</th>
<th>General</th>
<th>Handicap</th>
<th>Other</th>
<th>Street Parking</th>
<th>Average</th>
<th>Percent</th>
<th>Open</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:41</td>
<td>1</td>
<td>15</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>15.3</td>
<td>59%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>33</td>
<td>2</td>
<td></td>
<td></td>
<td>30.0</td>
<td>70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>53</td>
<td>4</td>
<td></td>
<td></td>
<td>51.0</td>
<td>59%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>81</td>
<td>9</td>
<td>2 - Book, 4 - Electric</td>
<td></td>
<td>71.0</td>
<td>70%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time</th>
<th>Lot #</th>
<th>General</th>
<th>Handicap</th>
<th>Other</th>
<th>Street Parking</th>
<th>Average</th>
<th>Percent</th>
<th>Open</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00</td>
<td>1</td>
<td>15</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>16.0</td>
<td>60%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>34</td>
<td>1</td>
<td></td>
<td></td>
<td>30.0</td>
<td>85%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>50</td>
<td>4</td>
<td></td>
<td></td>
<td>50.0</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>75</td>
<td>9</td>
<td>2 - Book, 4 - Electric</td>
<td></td>
<td>75.0</td>
<td>70%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time</th>
<th>Lot #</th>
<th>General</th>
<th>Handicap</th>
<th>Other</th>
<th>Street Parking</th>
<th>Average</th>
<th>Percent</th>
<th>Open</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:08</td>
<td>1</td>
<td>14</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
<td>14.0</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>32</td>
<td>2</td>
<td></td>
<td></td>
<td>28.0</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>41</td>
<td>4</td>
<td></td>
<td></td>
<td>41.0</td>
<td>70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>65</td>
<td>9</td>
<td>2 - Book, 4 - Electric</td>
<td></td>
<td>70.0</td>
<td>70%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>---------------</td>
<td>----------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:07</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 2.5 10%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>25</td>
<td></td>
<td></td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>34</td>
<td>3</td>
<td></td>
<td>24.8 69%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>36</td>
<td>9</td>
<td>2 - Book 3 - Electric</td>
<td>41.8 49%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>22</td>
<td></td>
<td></td>
<td>29.0 27%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:12</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>25</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>44</td>
<td>3</td>
<td></td>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>26</td>
<td>9</td>
<td>2 - Book 3 - Electric</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:22</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>24</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>45</td>
<td>4</td>
<td></td>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>27</td>
<td>8</td>
<td>2 - Book 3 - Electric</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:33</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>25</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>44</td>
<td>5</td>
<td></td>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>27</td>
<td>6</td>
<td>2 - Book 3 - Electric</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other:
- Thursday: 1 - Motorcycle
<table>
<thead>
<tr>
<th>Time</th>
<th>Lot #</th>
<th>General</th>
<th>Handicap</th>
<th>Other</th>
<th>Street Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>19:31</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 7</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>59</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>24</td>
<td>6</td>
<td>2 - Book</td>
<td>4 - Electric</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>23</td>
</tr>
<tr>
<td>19:41</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 6</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>57</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>32</td>
<td>7</td>
<td>2 - Book</td>
<td>4 - Electric</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>22</td>
</tr>
<tr>
<td>19:49</td>
<td>1</td>
<td>5</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 7</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>56</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>34</td>
<td>7</td>
<td>2 - Book</td>
<td>4 - Electric</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>22</td>
</tr>
<tr>
<td>19:58</td>
<td>1</td>
<td>9</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt 8</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>57</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>39</td>
<td>6</td>
<td>2 - Book</td>
<td>4 - Electric</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>22</td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>-----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>14:45</td>
<td>1</td>
<td>7</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>78</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>51</td>
<td>9</td>
<td>2 - Book</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>23</td>
</tr>
<tr>
<td>14:52</td>
<td>1</td>
<td>6</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>77</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>53</td>
<td>9</td>
<td>2 - Book</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>22</td>
</tr>
<tr>
<td>14:59</td>
<td>1</td>
<td>8</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>77</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>58</td>
<td>9</td>
<td>2 - Book</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15:07</td>
<td>1</td>
<td>10</td>
<td>2</td>
<td>1 - Motorcycle</td>
<td>in dirt</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>77</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>60</td>
<td>9</td>
<td>2 - Book</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Lot #</td>
<td>General</td>
<td>Handicap</td>
<td>Other</td>
<td>Street Parking</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>18:31</td>
<td>1</td>
<td>8</td>
<td>1</td>
<td>1 - Motorcycle</td>
<td>in dirt 5</td>
</tr>
<tr>
<td>18:41</td>
<td>1</td>
<td>6</td>
<td>1</td>
<td>1 - Motorcycle</td>
<td>in dirt 4</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>71</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>79</td>
<td>9</td>
<td>2 - Book 4 - Electric</td>
<td>31</td>
</tr>
<tr>
<td>18:47</td>
<td>1</td>
<td>7</td>
<td>1</td>
<td>1 - Motorcycle</td>
<td>in dirt 5</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>70</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>77</td>
<td>9</td>
<td>2 - Book 4 - Electric</td>
<td>31</td>
</tr>
<tr>
<td>18:57</td>
<td>1</td>
<td>7</td>
<td>1</td>
<td>1 - Motorcycle</td>
<td>in dirt 5</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>11</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>69</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>77</td>
<td>9</td>
<td>2 - Book 4 - Electric</td>
<td>34</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LANDSCAPE REQUIREMENTS:

1. BALL AND BURLAP TREE PLANTING
   - TREES REQ'D: 5
   - TREE PLANTING DEPTH: 2' BELOW SOIL SURFACE
   - TREE PLANTING WIDTH: 5' DIAMETER PLANTER BED/MULCH RING AROUND THE TRUNK OF THE TREE
   - TREE PLANTING HEIGHT: TOP OF ROOTBALL
   - TREE PLANTING MULCH: 3" OF BLACK AND TAN MINI ROCK MULCH OR APPROVED EQUAL
   - TREE PLANTING SOIL: IMPORTED TOPSOIL OR IMPROVING ON-SITE SOIL OF FINEST GRADE
   - TREE PLANTING METHOD: BALL AND BURLAP PLANTING
   - TREE PLANTING CLEANUP: LOOSENED AND PULLED PLANT WITH ROOTS
   - TREE PLANTING AID: HOE TO REMAIN @ 1'-2' OF THE PLANT OR ROOT MASS

2. SHRUB PLANTING
   - TREES PROV'D: 10
   - TYPICAL SHRUB SPECIES: BLACK HAWTHORN OR APPROVED EQUAL
   - SHRUB PLANTING DEPTH: 2" BELOW SOIL SURFACE
   - SHRUB PLANTING WIDTH: 5" TEE, ELL, 22, 11
   - SHRUB PLANTING HEIGHT: ADJUST TO REMAIN @ 1'-2' OF THE PLANT OR ROOT MASS
   - SHRUB PLANTING MULCH: BLACK AND TAN MINI ROCK MULCH OR APPROVED EQUAL
   - SHRUB PLANTING SOIL: IMPORTED TOPSOIL OR IMPROVING ON-SITE SOIL OF FINEST GRADE
   - SHRUB PLANTING METHOD: BALL AND BURLAP PLANTING
   - SHRUB PLANTING CLEANUP: LOOSENED AND PULLED PLANT WITH ROOTS
   - SHRUB PLANTING AID: HOE TO REMAIN @ 1'-2' OF THE PLANT OR ROOT MASS

3. LAWN AREAS
   - LAWN AREAS: 200 PVC OR APPROVED EQUAL
   - LAWN AREAS SLEEVE: 4" MAINLINE TEE, ELL, 22, 11
   - LAWN AREAS VALVE: ROUND VALVE BOX
   - LAWN AREAS WATER SYSTEM: WARM SPRINGS
   - LAWN AREAS SIGNAGE: TO REMAIN
   - LAWN AREAS UTILITIES: TO REMAIN
   - LAWN AREAS SIGNAGE TO REMAIN
   - LAWN AREAS UTILITIES TO REMAIN

4. UTILITY TRENCHES
   - UTILITY TRENCHES: 56 7 8 9 10 11
   - UTILITY TRENCHES LENGTH: 200 PVC OR APPROVED EQUAL
   - UTILITY TRENCHES WIDTH: 4" MAINLINE TEE, ELL, 22, 11
   - UTILITY TRENCHES VALVE: ROUND VALVE BOX
   - UTILITY TRENCHES WATER SYSTEM: WARM SPRINGS
   - UTILITY TRENCHES SIGNAGE: TO REMAIN
   - UTILITY TRENCHES UTILITIES: TO REMAIN
   - UTILITY TRENCHES SIGNAGE TO REMAIN
   - UTILITY TRENCHES UTILITIES TO REMAIN

5. Hardscape
   - HARDSCAPE: 56 7 8 9 10 11
   - HARDSCAPE MATERIAL: BLACK HAWTHORN OR APPROVED EQUAL
   - HARDSCAPE CLEANUP: FOLD BURLAP FROM BALL AND BURLAP TREE PLANTING
   - HARDSCAPE BORDERS: TOP TWO LARGER SHRUB PLANTING
   - HARDSCAPE HORIZONTAL FENCES: 56 7 8 9 10 11
   - HARDSCAPE VERTICAL FENCES: 56 7 8 9 10 11
   - HARDSCAPE METER BOXES: PLAN W/ COURTESY SHEET

6. LAWNS
   - LAWNS: 13 14
   - LAWNS WATER SYSTEM: WARM SPRINGS
   - LAWNS SIGNAGE: TO REMAIN
   - LAWNS UTILITIES: TO REMAIN
   - LAWNS SIGNAGE TO REMAIN
   - LAWNS UTILITIES TO REMAIN
   - LAWNS METER BOXES: PLAN W/ COURTESY SHEET

7. BOLLARDS
   - BOLLARDS: 13 14
   - BOLLARDS MATERIAL: BLACK HAWTHORN OR APPROVED EQUAL
   - BOLLARDS CLEANUP: FOLD BURLAP FROM BALL AND BURLAP TREE PLANTING
   - BOLLARDS BORDERS: TOP TWO LARGER SHRUB PLANTING
   - BOLLARDS HORIZONTAL FENCES: 56 7 8 9 10 11
   - BOLLARDS VERTICAL FENCES: 56 7 8 9 10 11
   - BOLLARDS METER BOXES: PLAN W/ COURTESY SHEET

8. GENERAL
   - GENERAL: 13 14
   - GENERAL WATER SYSTEM: WARM SPRINGS
   - GENERAL SIGNAGE: TO REMAIN
   - GENERAL UTILITIES: TO REMAIN
   - GENERAL SIGNAGE TO REMAIN
   - GENERAL UTILITIES TO REMAIN
   - GENERAL METER BOXES: PLAN W/ COURTESY SHEET

9. CARTAGE ACCESS
   - CARTAGE ACCESS: 13 14
   - CARTAGE ACCESS MATERIAL: BLACK HAWTHORN OR APPROVED EQUAL
   - CARTAGE ACCESS CLEANUP: FOLD BURLAP FROM BALL AND BURLAP TREE PLANTING
   - CARTAGE ACCESS BORDERS: TOP TWO LARGER SHRUB PLANTING
   - CARTAGE ACCESS HORIZONTAL FENCES: 56 7 8 9 10 11
   - CARTAGE ACCESS VERTICAL FENCES: 56 7 8 9 10 11
   - CARTAGE ACCESS METER BOXES: PLAN W/ COURTESY SHEET

10. CARPARKING LOCAL/STATE
   - CARPARKING LOCAL/STATE: 13 14
   - CARPARKING LOCAL/STATE MATERIAL: BLACK HAWTHORN OR APPROVED EQUAL
   - CARPARKING LOCAL/STATE CLEANUP: FOLD BURLAP FROM BALL AND BURLAP TREE PLANTING
   - CARPARKING LOCAL/STATE BORDERS: TOP TWO LARGER SHRUB PLANTING
   - CARPARKING LOCAL/STATE HORIZONTAL FENCES: 56 7 8 9 10 11
   - CARPARKING LOCAL/STATE VERTICAL FENCES: 56 7 8 9 10 11
   - CARPARKING LOCAL/STATE METER BOXES: PLAN W/ COURTESY SHEET
Planning Division Project Report

File Number: CAR19-00022 & CUP19-00064
Applicant: John Day / SU Architecture
Property Address: 3047 S. Bown Way

Public Hearing Date: January 13, 2020
Heard by: Planning and Zoning Commission
Analyst: Leon Letson, Senior Planner
Reviewed By: Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: September 5, 2019
Radius notices mailed to properties within 300 feet on: December 27, 2019
Newspaper notification published on: December 28, 2019
Staff posted notice on site on: December 27, 2019

Table of Contents
1. Project Data and Facts…………………………………………………………………………………………………………………….. 2
2. Land Use…………………………………………………………………………………………………………………………………………. 2
3. Project Proposal…………………………………………………………………………………………………………………………………… 3
4. Development Code………………………………………………………………………………………………………………………………. 4
5. Comprehensive Plan………………………………………………………………………………………………………………………… 4
6. Transportation Data………………………………………………………………………………………………………………………….. 4
7. Analysis…………………………………………………………………………………………………………………………………………. 5
8. Approval Criteria…………………………………………………………………………………………………………………………… 8
9. Recommended Conditions of Approval…………………………………………………………………………………………… 10

Exhibits
Agency Comments
Public Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant</td>
</tr>
<tr>
<td>Property Owner</td>
</tr>
<tr>
<td>Location of Property</td>
</tr>
<tr>
<td>Size of Property</td>
</tr>
<tr>
<td>Existing Zoning</td>
</tr>
<tr>
<td>Proposed Zoning</td>
</tr>
<tr>
<td>Land Use Designation</td>
</tr>
<tr>
<td>Planning Area</td>
</tr>
<tr>
<td>Neighborhood Association</td>
</tr>
<tr>
<td>Procedure</td>
</tr>
</tbody>
</table>

Current Land Use

The site is currently vacant.

Description of Applicant’s Request

The applicant is requesting a rezone from C-1D to PCD/DA and a conditional use permit for a parking reduction for a proposed 6,700 square foot multi-tenant retail building.

2. Land Use

Description and Character of Surrounding Area

The property is located within the Bown Crossing Neighborhood Activity Center which is comprised of retail, office, restaurant, residential, and civic uses.

Adjacent Land Uses and Zoning

| North          | Parkcenter Blvd, then Single-Family Homes/R-1C (Single Family Residential) |
| South          | Residential & Commercial/PCD (Pedestrian Commercial with Design Review) |
| East           | Bown Way, then Residential & Commercial/C-1D |
| West           | Medical Office/C-1D |
3. Project Proposal

Setbacks

<table>
<thead>
<tr>
<th>Yard</th>
<th>Parking Required</th>
<th>Parking Proposed</th>
<th>Building Required</th>
<th>Building Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front (Bown Way)</td>
<td>N/A</td>
<td>N/A</td>
<td>20'**</td>
<td>23'**</td>
</tr>
<tr>
<td>Street Side (Parkcenter Boulevard)</td>
<td>N/A</td>
<td>20'</td>
<td>20'**</td>
<td>48'**</td>
</tr>
<tr>
<td>Side (South)</td>
<td>N/A</td>
<td>5'</td>
<td>10'</td>
<td>12'</td>
</tr>
<tr>
<td>Rear (West)</td>
<td>5'</td>
<td>5'</td>
<td>15'</td>
<td>74'</td>
</tr>
</tbody>
</table>

* Measured from back of curb.

Parking

<table>
<thead>
<tr>
<th>Required†</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Parking Spaces:</td>
<td>23/19*</td>
</tr>
<tr>
<td>Accessible Spaces:</td>
<td>1</td>
</tr>
<tr>
<td>Compact Spaces Allowed:</td>
<td>5</td>
</tr>
<tr>
<td>Bicycle Parking Spaces:</td>
<td>3</td>
</tr>
<tr>
<td>Parking Reduction Requested:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

* The PC zone allows for a 20% parking reduction for projects located on an active transit route (Route 1 on Bown Way and Park Center Blvd) and adjacent to a street with a striped bike lane (Bown Way).

** Subject of the parking reduction request.

*** As a condition of approval, the Planning Team recommends a minimum of 10 bike parking stalls be required for the project to support alternative forms of transportation.
4. Development Code

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03-04.02</td>
<td>Specific Procedures: Development Agreement</td>
</tr>
<tr>
<td>11-03-04.03</td>
<td>Specific Procedures: Rezone</td>
</tr>
<tr>
<td>11-03-04.06</td>
<td>Specific Procedures: Conditional Use Permit</td>
</tr>
<tr>
<td>11-04-05</td>
<td>Commercial Districts</td>
</tr>
<tr>
<td>11-04-07</td>
<td>Special Purpose Districts</td>
</tr>
<tr>
<td>11-07-03</td>
<td>Off-Street Parking and Loading Standards</td>
</tr>
<tr>
<td>11-07-05</td>
<td>Landscaping, Fences, Walls, and Screening</td>
</tr>
<tr>
<td>11-07-06.2</td>
<td>District-Specific Design Standards: PC Zone</td>
</tr>
</tbody>
</table>

5. Comprehensive Plan

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 2: City Wide Visions and Policies</td>
<td>Policy ES1.4&lt;br&gt;Policy CC4.4(a)&lt;br&gt;Policy PDP1.1&lt;br&gt;Policy PDP1.2</td>
</tr>
<tr>
<td>Chapter 3: Community Structure and Design</td>
<td>Principle GDP-MU.1(c)</td>
</tr>
</tbody>
</table>

- Environmental Stewardship (ES)
- Connected Community (CC)
- A Predictable Development Pattern (PDP)
- General Design Principles for Mixed Use (GDP-MU)

6. Transportation Data

Based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition, the proposed project is estimated to generate 416 vehicle trips per day (VDT), with 42 during the PM peak hour.

<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>Parkcenter Blvd</td>
<td>+150'</td>
<td>Principle Arterial</td>
<td>486</td>
<td>Better than “E”</td>
</tr>
<tr>
<td>Bown Way</td>
<td>+180'</td>
<td>Minor Arterial</td>
<td>394</td>
<td>Better than “D”</td>
</tr>
</tbody>
</table>

*Acceptable level of service for a five-lane principle arterial (Parkcenter Boulevard) is “E” (1,770 VPH). The average daily traffic count for Parkcenter Blvd east of Bown Way was 9,002 on December 31, 2018.

*Acceptable level of service for a two-lane minor arterial (Bown Way) is “D” (720 VPH). The average daily traffic count for Bown Way south of Riverwalk Dr was 6,927 on May 8, 2019.
7. Analysis

The applicant is requesting a conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant building on 0.53 acres located at 3047 S Bown Way. Also included is a rezone from C-1D (Neighborhood Commercial with Design Review) to PCD/DA (Pedestrian Commercial with Design Review and Development Agreement). The property (highlighted in red) is located within the Bown Crossing Neighborhood Activity Center (highlighted in blue) which is comprised of retail, office, restaurant, residential, and civic uses. In addition to Parkcenter Blvd, Bown Way, and Boise Ave, Bown Crossing is also accessible via public transit and the Boise Greenbelt. Furthermore, there are approximately 10,000 residents that live within a 1-mile biking or walking distance from the development (Figure 1).

Project History

The applicant has attempted to develop the subject property since early 2018. The original request (CUP18-00037) was for a 2,700 square foot, 80-seat, restaurant, and 3,200 square feet of retail space. Per the development code, these uses would typically require a minimum of 38 parking spaces; the applicant proposed to provide 14. This parking reduction was denied by the Planning and Zoning Commission in September of 2018. The applicant appealed this decision to City Council who required mediation be held with residents and property owners of Bown Crossing. After mediation was unsuccessful, City Council ultimately denied the applicant’s request. In doing so, they recommended the applicant consider modifying their project to reduce required parking to minimize
impacts on adjacent properties. They also supported rezoning the subject property to PC to mirror the zoning of existing commercial uses within Bown Crossing.

Rezone
The applicant has requested to rezone the property from C-1D to PCD/DA. The subject property is designated “Mixed Use” and adjacent to PC zoned property (Figure 2).

In addition to the PC zone, A-1, R-1A, R-1B, R-1C, R-1M, L-O, N-O, R-2, R-3, R-O, C-1, C-2, C-3, C-4, C-5, H-S, M-1, M-2, and T-1 are all permissible implementing zones in the “Mixed Use” land use designation. The residential zones (A-1, R-1A, R-1B, R-1C, R-1M, R-2, and R-3), office zones (L-O, N-O, and R-O) and service/industrial zones (H-S, M-1, M-2, and T-1) would not support the requested commercial uses. Although the commercial zones (C-1, C-2, C-3, C-4, and C-5) would support the requested uses, they would largely be inconsistent with the existing PC zoning to the south and allow for several uses that would be inconsistent with larger vision of Bown Crossing as a walkable, bikeable Neighborhood Activity Center. The C-5 zone is a clear exception but is not possible as the subject property is not adjacent to existing C-5 zoning nor is it located within an urban renewal district. Although the existing C-1D zoning supports development of the requested uses, it lacks the additional design criteria and parking reduction provisions provided with PC zoning. Furthermore, C-1D zoning allows for the development of several auto-intensive uses (i.e. drive-up establishments, car washes, and fuel centers) that would not be appropriate for Bown Crossing. The requested PC zoning is the most appropriate option to support compatible design and uses with the existing Bown Crossing development and broader neighborhood area.

Development Agreement
The proposed development agreement is intended to provide additional details concerning the design and uses associated with the project. The Planning Team suggests several conditions be added to this agreement as part of the approval of this project. These include:

1. Restricting allowed uses to restaurant, retail, and office only.
2. Limiting the hours of operation for the proposed restaurant to 6 a.m. to 2 p.m.
3. In line with the size of other outdoor seating areas in Bown Crossing, the outdoor seating area for the project shall be limited to no more than 400 square feet.

These additional conditions will serve to minimize adverse impacts on adjacent properties, particularly from a parking standpoint. The proposed rezone and development agreement will ensure compatibility to surrounding development.

Parking Reduction
Uses within the newly proposed building include a 2,000 square foot, 30-seat restaurant with limited hours of operation and 3,850 square feet of retail space; also located within the building is an additional 850 square feet of space dedicated to storage and mechanical functions of the tenant spaces. Based on the proposed uses within the building 23 on-site parking spaces are required; the applicant is proposing to provide 14. In addition, the requested PC zoning allows parking for the project to be reduced by up to 20%, or 4 spaces for a total of 19, based on its location on an active transit route (Route 1 on Bown Way and Park Center Blvd) and adjacent to a street with a striped bike lane (Bown Way). Even with the reduced parking allowed by the PC zoning standards, a parking reduction is necessary to approve the project (Figure 3).
In support of the requested parking reduction, the applicant submitted a parking analysis major events and hours of operation for the uses within the Market Place West portion of the development. Although this analysis was in part based on data collected in association with a similar development request from 2018, no significant changes have occurred to the number or types of businesses in Bown Crossing since this time. There are approximately 37 on-street parking spaces located on Bown Way and Riverwalk Drive within the development. Although limited, on-street parking was generally available at all days and times. The proposed limited hours of operation for the restaurant, as recommended by the Planning Team, will help to ensure demand for on-street parking for the various businesses within Bown Crossing remains balanced.

Public Comment
The Planning Team has received a considerable number of comments on the development of the subject property since the original request for a parking reduction was made in 2018. In general, these comments have focused on the potential impacts to existing businesses and residents in Bown Crossing that may occur by allowing reduced parking for the proposed development. There has also been a great deal of concern regarding the quality or accuracy of the parking study submitted by the applicant. Earlier proposals by the applicant attempted to make use of shared private parking areas within Bown Crossing that were regulated by a set of CC&Rs as justification for allowing reduced parking for their project. Ultimately, however, it was determined by City Council that the City could not base their approval on the details of this private agreement. As detailed in the project report, the applicant’s current request instead focuses on reducing required parking for the project through design and a development agreement.

As indicated below, and with the recommended conditions of approval, the Planning Team finds the applications to be consistent with the standards for approval.

8. Approval Criteria

Rezone (11-03-04.03)
Any recommendation of the PZC shall be in writing and shall specify that the rezone meets the following criteria:

i. Is in compliance with the Comprehensive Plan.

Establishing PC zoning for the subject property complies with Blueprint Boise, including a number of policies that encourage mixed use development within Neighborhood Activity Centers like Bown Crossing. Principle PDP1.2 promotes zoning allowances to support mixed use development. Principle NAC11.3 provides direction to remove barriers and update zoning districts to reflect the goals and policies of Blueprint Boise. Principles ES1.4 and CC1.1 promote compact, walkable development patterns that support transit and reduced vehicle emissions. Principle PDP1.1 recognizes designated activity centers as priority infill areas. Furthermore, the subject property is identified as “Mixed Use” on the Land Use Map and adjacent to
arterial (Parkcenter Blvd) and collector (Bown Way) roadways, which also support the requested PC rezone.

**ii. Is in the best interests of the public convenience and welfare.**

Rezoning the property is in the best interests of the public convenience and welfare as providing neighborhood-serving uses in Activity Centers minimizes the impact of sprawl on outlying areas of the community and encourages development that allows individuals to walk, bike, or make use of public transportation. The proposed project also makes use of readily available infrastructure and services in the area, which is a more efficient use of public funding, versus development in areas where infrastructure and services would need to be extended.

**iii. Maintains and preserves compatibility of surrounding zoning and development.**

The proposed rezone will not create any issues of compatibility with surrounding zoning and development as the surrounding area consists of established residential and commercial uses with PC, C-1, and R-3 zoning. Furthermore, the associated development agreement will ensure compatibility with the surrounding neighborhood as it includes specific use, design, and layout requirements for various aspects of the development. These include restricting uses that may require additional parking beyond the current proposal and a limitation on hours of operation and the amount of outdoor seating to be provided.

**Conditional Use Permit (11-03-04.6)**

**i. The location is compatible to other uses in the general neighborhood:**

The requested uses of a restaurant and retail space are compatible to other uses located within Bown Crossing, a mixed use development comprised of retail, office, restaurant, residential, and civic uses. In addition to being located within an area of the City where alternative transportation options exist (walking, biking, and public transit), the submitted parking study shows there is available on-street parking within the surrounding area. Furthermore, the proposed development agreement will ensure compatibility of the use of the property moving forward.

**ii. The proposed use will not place an undue burden on transportation and other public facilities in the vicinity:**

No correspondence was received from commenting agencies indicating the proposed uses or the requested parking reduction would be a burden on transportation or other public facilities in the vicinity. Access to the parking lot will be from a drive aisle located to the northwest of the existing buildings along Bown Way.
iii. The site is large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by this Code;

If the parking reduction is granted, the site will be large enough to accommodate the proposed use. The property meets the minimum dimensional standards of the proposed PC zone and the building and parking lot will comply with all required setbacks.

iv. The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;

The request to reduce the required amount of parking will not adversely impact surrounding properties as the subject property is located within a walkable and bikeable area of the City that is accessible via alternative forms of transportation, including public transit. Furthermore, the associated parking study demonstrates on-street parking is available in the surrounding area. Finally, the parking reduction is supported by the reduced amount of parking needed for the project as a result of the limitations on hours of operation and uses allowed within the project, as required by the associated development agreement.

v. The proposed use is in compliance with the Comprehensive Plan.

The proposal complies with Blueprint Boise. Principle GDP-MU.1(c) encourages active uses at key intersections, near existing or planned transit stops, or near major public spaces to increase visibility and promote pedestrian activity. The subject property is located at the intersection of two arterial roadways, Bown Way and Parkcenter Blvd. There is a transit route that travels along Parkcenter Blvd adjacent to the property and there is an existing bus stop on Parkcenter Blvd. directly adjacent to the subject property. A parking reduction based on the proximity to a transit line is further supported by Principle CC4.4(a) which calls for creating incentives, such as reduced parking requirements when specific Travel Demand Management parking techniques are implemented.

9. Recommended Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received September 24, 2019, except as expressly modified by Design Review and the following conditions:

2. This approval allows for the reduction to 14 parking spaces to serve the development.
3. A minimum of 10 bicycle parking stalls shall be provided for the project.

4. Design Review approval is required prior to the issuance of any building permits.

5. The proposed development agreement shall be updated to include the following:
   
   I. Restricting allowed uses to restaurant, retail, and office only.
   II. Limiting the hours of operation for the proposed restaurant to 6 a.m. to 2 p.m.
   III. 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.

6. 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.

7. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

**Agency Requirements**

8. The applicant shall comply with the requirements of the Boise Fire Department per the memo dated **October 15, 2019**.

9. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW) in the memos from:
   
   i. Solid Waste dated **September 30, 2019**;
   ii. Sewer dated **September 30, 2019**;

   Contact BCPW at 208-608-7150 for specific comments or questions.

10. Compliance with the requirements of the Ada County Highway District per the memo date **October 17, 2019**.

**Standard Conditions of Approval**

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

12. Vision Triangles, as defined by Boise City Code, shall remain clear of sight obstructions.
13. 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.

14. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

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

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

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

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

20. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.
21. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

22. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

24. 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.
October 17, 2019

To: SU Architecture
   John Day
   415 S 13th Street
   Boise, ID 83702

Subject: BOI19-0333/ CAR19-00022/ CUP19-00064
   3047 S Bown Way
   Construct a 6,700 square foot retail building

The Ada County Highway District (ACHD) has reviewed the submitted application for the application referenced above and has determined that there are no improvements required to the adjacent street(s).

SPECIAL NOTE TO THE CITY OF BOISE:

The applicant has proposed to provide 14 parking on-site stalls to accommodate the guests of the proposed development. The City should verify that there is adequate guest and tenant parking for this site. The parking needs generated by this development should be provided on-site, as there may not be adequate availability of on-street parking. Based on the Institute of Transportation Engineers Parking Manual, 4th Edition an quality restaurant and mixed retail at this site would necessitate 38 parking stalls.

On-street parking is prohibited within 75-feet of the intersection.

On-street parking may be removed in the future at the discretion of the District if safety conditions warrant.

The applicant shall be required to:

1. Pay a traffic impact fee. If applicable, a traffic impact fee may be assessed by ACHD and will be due prior to the issuance of a building permit by the lead agency. This is a separate review process and it is the applicant’s responsibility to submit plans directly to ACHD.
2. Comply with all ACHD Policies and ACHD Standard Conditions of Approval for any improvements or work in the right-of-way.
3. Obtain a permit for any work in the right-of-way prior to the construction, repair, or installation of any roadway improvements (curb, gutter, sidewalk, pavement widening, driveways, culverts, etc.).
Traffic Information

This development is estimated to generate 416 vehicle trips per day; and 42 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Condition of Area Roadways:
Traffic Count is based on Vehicles per hour (VPH)

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parkcenter Boulevard</td>
<td>150-feet</td>
<td>Principal Arterial</td>
<td>486</td>
<td>Better than “E”</td>
</tr>
<tr>
<td>Bown Way</td>
<td>180-feet</td>
<td>Minor Arterial</td>
<td>394</td>
<td>Better than “D”</td>
</tr>
</tbody>
</table>

* Acceptable level of service for a five-lane principal arterial is “E” (1,770 VPH).
* Acceptable level of service for a three-lane minor arterial is “D” (720 VPH).

Average Daily Traffic Count (VDT):
Average daily traffic counts are based on ACHD’s most current traffic counts

- The average daily traffic count for Parkcenter Boulevard east of Bown Way was 9,002 on 12/31/2018.
- The average daily traffic count for Bown Way south of Riverwalk Drive as 6,927 on 05/08/2019.

If you have any questions, please feel free to contact me at (208) 387-6171.

Sincerely,

[Signature]

Stacey Yarrington
Planner III
Development Services

cc: Project File
City of Boise (via email)
Yik Yee Family Trust (via email)
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, 7203.6, 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.
CITY OF BOISE

INTER-DEPARTMENT
CORRESPONDENCE

Date: September 30, 2019

To: Planning and Development Services

From: Mike Sheppard P.E., Civil Engineer II
Public Works Department

Subject: CUP19-00064; 3047 S Bown Way Sewer Comments

Connection to central sanitary sewer is required. Sewers are available onsite.

Contact Sewer Rating for connection fees.

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.
MEMO

TO: Planning and Development Services
FROM: Randi Walkins
       Environmental Analyst
       Public Works Department
DATE: 9/30/2019
RE: Solid Waste Comments – CUP19-00064

City of Boise Solid Waste staff has reviewed the application for this project and has the following comment(s):

For two 6-yd dumpsters, one for trash and one for recycling, the solid waste enclosure must have at least 16 feet of unobstructed clearance between gate posts, as measured from the innermost points (not the exterior dimensions) and a depth of at least 12 feet.

An enclosure with collection vehicle access located on an adjacent property with separate ownership will require a legal agreement signed by all affected parties to be submitted.

The link below provides information regarding trash enclosure design and location requirements:

https://www.cityofboise.org/media/7186/commercialenclosurerrequirements.pdf

Please contact me with any questions at 208-608-7555 or rwalkins@cityofboise.org.
October 15, 2019

Leon Letson
PDS – Current Planning

Re: CUP19-00064

Dear Leon,

This is a request for a conditional use permit to construct a 6,700 sq ft multi-tenant retail building with request for a parking reduction.

The Boise Fire Department has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the International Fire Code (IFC) as adopted and amended by Boise City Code.

Comments:
1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).
2. Dead-end fire apparatus access roads exceeding 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5) The proposal shows a connection to the neighboring parking lot which complies with this requirement. If the connection is not approved, a turnaround would be required.

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and Boise City Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Ron L. Johnson
Division Chief – Assistant Fire Marshal
Boise Fire Department
To: Planning and Development Services

From: Brian Murphy, Drainage Coordinator
      Public Works

Subject: CUP-00064; Drainage/Stormwater Comments

A drainage plan must be submitted and approved by Public Works prior to issuance of a building permit.

If you have any further questions contact Brian Murphy, 384-3752.
Leon, my name is Ryan Faber owner/operator of Eastside Cycles here in Bown Crossing. I wanted to add my written testimony regarding CUP19-00064 & CAR19-00022.

I would like to ask that the conditional use permit be denied by City Council for the following reasons.

Let me start out by giving some back ground, I have operated my bicycle shop here in Bown since 2009. That means like many other businesses here in Bown I was here when there were many vacancies in our development, before the bridge was built, and before the library was built. I chose my location on speculation that the area would grow and that business would increase if those of us here provided good service and a great atmosphere. 10 years later, we have succeeded! Due to that success we now have a developer and business that is hoping to capitalize on the hard work that we have done and the risks we have taken to get our community to this point.

This developer fought hard to put this building in earlier this year by saying that he had a right to utilize the Bown area parking. Based on the evidence received the City Council correctly denied this request for a CUP to drastically reduce the parking that was needed for this development and denied the appeal that followed.

There were many arguments about how much parking was available and who had a right to that parking as this new building was going to provided so little of its own parking now where near sufficient for the needs of the building. This was evident by their continued argument that they had a right to jointly use the parking already available in Bown Crossing. They never once argued that their lot provided sufficient parking only that they had a right to use ours.

Now a new strategy emerges.... the same building, the same number of parking spots the same size of patio for un-regulated outdoor seating. But now a proposal to change the zoning (simply for a parking reduction) no longer attempting to lean on a joint parking plan rather simply saying that the parking provided will be self sufficient for the customers and employees of this new building.

The new self sufficient proposal with a re-zone offers 14 parking spots once again with the following businesses occupying the space:

An A-2 restaurant of this size is going to have a minimum of the following: (6-10 staff members)

- 1 manager
- 2-3 back of house staff
- 3-6 front of house staff
- Likely many more during good weather when the 1400 square foot patio is being used for seating that is unregulated in regards to parking.

The 2 suites occupying 3800 sqft of retail space is going to have a minimum of the following per suite (6 - 10 total employees) (My shop is 1750 sq/ft and I have 3-5 employees at all times)

- 1 manager (Per suite)
- 2-4 staff (Per suite)
This totals 12 - 20 staff members: for the 14 spots that are available. This means that if they are going to be self sufficient they are expecting a maximum of 2 customer to drive to their location at any one time.

Please don't get me wrong I want this space developed, I want a new and good neighbor that brings greater diversity to our development, I want the dirt lot to be beautiful, but not when it is going to be a detriment to the development that we have all worked so hard to create that already has frustrating and some times un-safe parking issues. This new development has never been willing to sacrifice its unregulated restaurant patio seating nor its building size to offer enough parking to be **self sufficient** as they claim.

This all means that if this project is approved in its current format, City Council will not be saying that the building is **self sufficient** in its parking needs (this would be completely ignoring staff member parking)...... rather they will be green lighting the developer to use **our** parking to build their business and simply over turning their own decision that was made not once but twice regarding this development.

I appreciate both your and the Council's efforts on this and appreciate that the council has done what it takes to safe guard the hard work of the 16 local Boise entrepreneurs that are currently operating in Bown crossing.

Sincerely,

Ryan Faber

---

Eastside Cycles LLC  
3072 S. Bown Way  
Boise, ID 83706
Leon, is this really what they have been working on for a couple of months? Seems like basic stuff that could have been written in an afternoon about any random project with little to no specifics regarding this project. You had also mentioned that ideas had already passed back and forth between the city and the developer regarding seating restrictions, hours restrictions, patio restrictions..... yet none of this is even mentioned..... am I wrong to be a bit confused why they would even submit this?

I also wanted to follow up on our conversation and your suggestion for assigned parking for each business. I continued to push back on that idea because the concept of Bown is as a cooperative group of businesses that work based on the ebb and flow of the businesses and little to no in-fighting between these businesses. Therefore, if you create tension between businesses and constant towing due to "your customer is in my spot so I am towing them" just trashes the community we have worked so hard to build and customers will stop coming.

If the city's really believes in reduced parking and has a plan to implement that with new developments, why does city code not represent the wishes of city planning? Rather than allowing exception after exception to the rule to achieve this why not build a global plan for less parking and make this city code and stick to it? This would greatly reduce these fights and would eliminate the "here and there" application of a reduced parking plan for developers who want to put a big building on a space that is too small under the guise of "alternative transportation" which will result in our parking being used to facilitate their business growth.

Thank you for your time and patience with me as I am new to this stuff and really struggle to understand the logic that goes behind many of these suggestions and decisions.

Ryan

On Mon, Dec 16, 2019 at 9:31 AM Leon Letson <LLetson@cityofboise.org> wrote:

Hi Richard,

Yes, this is pretty basic at this point. The Planning Team will be suggesting items to include in this Development Agreement that will be reviewed by P&Z and City Council at public hearing. As a resident in the area, you can also suggest conditions you think would be appropriate and these can be included by P&Z and City Council if they deem it appropriate.

Thanks,
Hi Leon

When do we get a copy of the attachments/addendums?

What was attached appears to be a boilerplate and general framework of an agreement, but lacking in any specifics or restrictions or really any "meat" to it?

Thank you

Richard

On Wed, Dec 11, 2019, at 10:25, Leon Letson wrote:

Hi Richard and Ryan,

See the attached draft Development Agreement for the Bown Crossing Parking Reduction project. There will likely be some additional conditions added to the Development Agreement as well, including hours of operation, more specific uses allowed/prohibited, and possibly something regarding the amount of outdoor seating that can be provided.

Thanks,
Attachments:

- image001.jpg
- Development Agreement.docx

--
Eastside Cycles LLC
3072 S. Bown Way
Boise, ID 83706

Ryan Faber (208)344-3005
Leon Letson

From: Bob Johnson <emeraldjunction@hotmail.com>
Sent: Friday, January 3, 2020 3:20 PM
To: Leon Letson
Subject: Re: [External] Parking Study Review?

Leon,

Snapshot: I went to Bown Crossing today at around 11 AM, 12 PM and 1 PM to count open spaces available for on-street parking. At no point in time was there any open spaces. Once one would open up it was immediately filled. Also the businesses in Bown Crossing are experiencing tremendous growth with all the new apartments and new housing during the last year and half since said 8/18 study was produced.

You must ask your self why the Applicant doesn't want to conduct a much more current, meaningful and relevant "Parking Study" focused solely on available on-street parking only. They also might be required to include how many cars that are parked in their empty lot on a daily basis. Why does it seem like the bar is set pretty low for this particular Applicant...

Personally, I think they already did a current "Parking Study" in-house and weren't happy with the results. They probably observed exactly what I did. Reason being that they couldn't provide even one photo with any indication of an empty space.

Note: Elements Spa will probably be moving in to vet clinic space and Bier Thirty will probably expand into Elements vacated space.

The vet space is totally irrelevant to the conversation, nothing stays vacant for very long. They are grasping at straws if that is that what the Applicant is hanging their hat on to push this through.

I think if you look at Boise's numbers, the city has experienced record growth in the last year alone. How many building permits and certificates of occupancy, do you think, have been issued in the last year and a half?

P.S. Currently there are two available parking spaces on the street, 3 PM.

Thanks,

Bob

From: Leon Letson <LLetson@cityofboise.org>
Sent: Friday, January 3, 2020 9:34 AM
To: Bob Johnson <emeraldjunction@hotmail.com>
Subject: RE: [External] Parking Study Review?

Hi Bob,
I think these are comments you should provide the Planning & Zoning Commission in writing or at the hearing on January 13th. The only counter I would provide to your inquiry is that there have been no significant changes to the number and types of businesses in Bown Crossing since this data was last gathered. In fact, the veterinary clinic at the corner of Bown and Riverwalk will be exiting the development as soon as their space is ready to the east. Finally, they are not relying on any of the analysis concerning the private parking areas within Bown Crossing; they have only asked to make use of the on-street parking portion of the analysis.

Thanks,

Leon Letson
Senior Planner
Planning and Development Services
Office: (208) 608-7085
lletson@cityofboise.org
Making Boise the most livable city in the country.

From: Bob Johnson <emeraldjunction@hotmail.com>
Sent: Friday, January 3, 2020 12:45 AM
To: Leon Letson <LLetson@cityofboise.org>
Subject: [External] Parking Study Review?

FYI: Correction in red, hit the number 2 key by mistake on previous email.

From: Bob Johnson <emeraldjunction@hotmail.com>
Sent: Thursday, January 2, 2020 4:25 PM
To: Leon Letson <LLetson@cityofboise.org>
Subject: Re: [External] Parking Study Review?

Leon,

With all due respect, seriously what I read and viewed was no "Parking Study" by any stretch of the imagination. Also it appears the additional submitted information, that has been added by the Applicant, is the same heavily discredited "Parking Study" from August 2018. How is a 1&1/2 year old overly flawed study even applicable or even relative to a project proposed for 2020, and might not even be completed if approved until early to mid 2021. Please show me where the appurtenant and current data as it relates to said project is...

Thanks,

Bob

From: Leon Letson <LLetson@cityofboise.org>
Sent: Thursday, January 2, 2020 2:26 PM
To: Bob Johnson <emeraldjunction@hotmail.com>
Subject: RE: [External] Parking Study Review?

Hi Bob,

My apologies. Please see the link to the parking study provided by the applicant.


Thanks,

Leon

---

From: Bob Johnson <emeraldjunction@hotmail.com>
Sent: Thursday, January 2, 2020 2:21 PM
To: Leon Letson <LLetson@cityofboise.org>
Subject: [External] Parking Study Review?

Leon,

Has the applicant provided you with your requested parking study yet? If so, will I get a chance to review it prior to the P&Z hearing in order to provide commentary?

Note: I know you are very busy and this might be an oversight, but you have not responded to any of my recent emails.

Thanks,

Bob
Leon Letson

From: Bob Johnson <emeraldjunction@hotmail.com>
Sent: Friday, January 3, 2020 12:45 AM
To: Leon Letson
Subject: [External] Parking Study Review?

FYI: Correction in red, hit the number 2 key by mistake on previous email.

From: Bob Johnson <emeraldjunction@hotmail.com>
Sent: Thursday, January 2, 2020 4:25 PM
To: Leon Letson <LLetson@cityofboise.org>
Subject: Re: [External] Parking Study Review?

Leon,

With all due respect, seriously what I read and viewed was no "Parking Study" by any stretch of the imagination. Also it appears the additional submitted information, that has been added by the Applicant, is the same heavily discredited "Parking Study" from August 2018. How is a 1&1/2 year old overly flawed study even applicable or even relative to a project proposed for 2020, and might not even be completed if approved until early to mid 2021. Please show me where the appurtenant and current data as it relates to said project is...

Thanks,

Bob

From: Leon Letson <LLetson@cityofboise.org>
Sent: Thursday, January 2, 2020 2:26 PM
To: Bob Johnson <emeraldjunction@hotmail.com>
Subject: RE: [External] Parking Study Review?

Hi Bob,

My apologies. Please see the link to the parking study provided by the applicant.


Thanks,

Leon
Leon,

Has the applicant provided you with your requested parking study yet? If so, will I get a chance to review it prior to the P&Z hearing in order to provide commentary?

Note: I know you are very busy and this might be an oversight, but you have not responded to any of my recent emails.

Thanks,

Bob
Leon Letson

From: Bob Johnson <emeraldjunction@hotmail.com>
Sent: Thursday, December 26, 2019 4:57 PM
To: Leon Letson
Subject: [External] Re: Additional Information for Bown Crossing Project

Leon,

Are you and I to believe that a few photos taken with a smart phone of on street parking in Bown Crossing suppose to represent some semblance of a Parking Study? Interesting that there are no available spaces in any of the photos they provided. I think they didn't do a legitimate quantified Parking Study because in their visual onsite observations they could not identify enough, if any, available spaces to make up for their parking reduction request. Are they thinking this will suffice and just get "Rubber Stamped" and pushed through?

Note: The only available parking they can utilize is either on their own lot or public on-street. They do not have an Agreement and, or Right to shared parking located on any of the other properties in the area.

Respectfully,

Bob Johnson
Emerald Junction LLC

---

From: Leon Letson <LLetson@cityofboise.org>
Sent: Friday, December 20, 2019 3:47 PM
To: Bob Johnson <emeraldjunction@hotmail.com>
Subject: Additional Information for Bown Crossing Project

Hi Bob,

Please see attached.

Thanks,
Leon,

Do you know when, or if, you will ever receive a credible On-Street Parking Study with meaningful and substantive data? You would think that the Applicant would want to demonstrate, via a very comprehensive study, that there is more than enough on-street parking vacancies available to handle the parking space reduction request for their own lot during their projected days and hours of operation. To date, in all the photos they have submitted so far, there is not one extra parking space to be found. Until you receive the "Parking Study"; their parking space reduction request should be put on hold.

Note: I thought the completion of a "Parking Study" was a requirement prior to any hearing.

Bob
Leon Letson

From: Richard Lomas <r@lom.as>  
Sent: Monday, December 30, 2019 11:38 AM  
To: Leon Letson  
Cc: Eastside Cycles; Bob Johnson  
Subject: Re: [External] 3047 Bown - Parking and Traffic studies

Thank you Leon.
Regarding comments on the proposed developer agreement, this is where the frustration comes in.

That propose DA should be filled out, right now, well in advance, so that interested parties who are already paying attention or anyone who has seen the freshly posted notices on the lot can get engaged.

It’s tremendously unfair, and grossly favors the applicant, to have all the details of a proposal not publicly known right now so that people can have time to react and comment.

Having DA restrictions fleshed out *at* a P&Z meeting, again, grossly favors the applicant as at that time all written testimony is closed, no more physical evidence can be submitted and once any in attendance speak, the applicant gets to have the last word.

That is far far too skewed in the applicants favor and not in the spirit of how this process should be conducted.

Why is there secrecy around proposed restrictions for the developer agreement that P&Z staff will be recommending?

Please share those ASAP

Thank you

Richard

On Mon, Dec 30, 2019, at 10:58, Leon Letson wrote:
> Hi Richard,
> > Thank you for these comments/questions. I will include these and your
> > previous email from this morning in the packet of materials provided
> > to P&Z. If you would like to consolidate all comments in one letter as
> > an alternative, we can also go that route. Although I will attempt to
> > answer some of your questions in a follow up email, I think these
> > questions are ultimately best presented to P&Z at the public hearing.
> > You had mentioned having a conflict with that hearing date, so I will
> > provide an expanded section of public comment within my project report
> > to get as much of this in front of P&Z early as is possible.
> >
> > Leon
> >
> >
> >
> >
> > -----Original Message-----
Hi Leon

I know you’re busy and perhaps some of my emails about this have gone through the cracks, so I wanted to re-address this in its own thread.

The 3047 Bown developers (“Applicant”) need to do a new parking study as well as impact studies.

1. The data is old:

The parking data they’ve cited is 1.5 years old (and getting older) and should be updated to reflect 2020 realities at Bown.

2. The context is incorrect:

The aforementioned old data is from a now fully denied CUP attempt that failed at the City Council level. The context of that original study was in an effort to use shared parking across Bown (from CC&R’s they are bound by still), requiring a shared parking agreement (they still won’t have) and was focused entirely on an analysis from that angle.

3. Related to the context in #2

Despite the overall building size or site plan not changing, the applicant is now trying to make the case that they will only **ever** need their own private parking (unchanged from denied CUP) and access to nearby on-street parking, which is not in front of their property and nearly always occupied already with other Bown traffic.

If #3 is the new reality for what they are proposing, an entirely new study with updated focus and relevant data needs to be undertaken.

Beyond #1-#3

Can we please address the request for a zoning change also?

1. What warrants a zoning change here besides the applicants desire for one since PC zoning, by code, has less required parking?

2. Has the applicant submitted any transit analysis to suggest a parking reduction and zoning change is warranted or feasible?

3. Has the applicant conducted any traffic analysis at the existing Bown businesses to understand where customers frequent Bown from?
To my knowledge, I am the only one who submitted a traffic analysis (from Summer of 2018 in cooperation with businesses) and we found, very unsurprisingly, that essentially “everyone comes by car”.

Why have I, a simple resident here, done a traffic analysis....but the developers wanting a parking reduction and claiming that less parking is needed and transit and alternative means can and would be used **hasn’t** done any such analysis?

One would think that if they were *truly* hanging their business and investment hat on the concept of not needing much parking and alternative means of arrival for guests will be “the norm”, that they’d want to understand that situation as well as loudly tout the results of any analysis showing that to be the case, right?

It’s inexcusable to entertain ideas and suggestions about “how traffic will go” at Bown when they’ve done no analysis using real data beyond pontification and what they’d “like” from a business profit/loss situation out of their property investment.

Thank you
Richard
Hi to you both - hope you had a great holiday.

Leon:

I would like to recommend to the planning department staff, that the developer agreement should be re-written and worded differently to reflect “what is allowed”, vs “what isn’t allowed”.

This building size and site plan is unchanged from when the applicant was told this was too intensive a use for the location.

The only change they made was to reduce the size of the restaurant. By leaving the size of the full building unchanged, the **only** way to guarantee that the intensity of the usage of that lot is reduced (the request of the City Council) is by specifically curtailing what business types can ever be installed in the non-restaurant spaces.

I recommend the wording is reversed to “only allow X” because it makes it crystal clear what the *only* types of businesses are that can ever go in this space. For the benefit of the applicant, it’s only fair for them to know exactly how restrictive of an agreement they’d be getting into. It would be unacceptable to all involved for them to be granted a “loose” agreement that allows for ambiguity down the line and perhaps allows any possible way for things to go into this building that would increase the intensity of usage down the line.

If the agreement does not have immense teeth to it that “only allows X types of businesses”, then the P&Z would be allowing this applicant to completely circumvent the public and private neighbor opposition *and* the City Council’s decision that the intensity of this project is too great (this size building is too big with usages proposed that have too little parking for their new traffic created).

Had the applicant reduced the size of the overall building and increased parking (or some combo there), this conversation would be different and likely facing nearly zero opposition, including from myself.

They didn’t request a zoning change because it was warranted or a smart idea for this area. The applicant only wants a zoning change because it is a way for them to skirt existing regulations and the realities of trying to install a usage that’s too intense for a given spot, as they’ve been told by numerous parties now, including the P&Z and City Council.

Thank you

Richard

On Mon, Dec 30, 2019, at 09:53, Leon Letson wrote:

Hi Ryan,

The Planning Team will be recommending conditions be added to the Development Agreement along the lines of things we’ve discussed. You will be able to review these prior to the public hearing and can provide written and verbal testimony regarding any changes, etc. you’d prefer.
Thanks,

Leon Letson
Senior Planner, Current Planning & Subdivisions
iletson@cityofboise.org
Office: 208-608-7085
Fax: 208-384-3753

From: Eastside Cycles <eastsidecycles@gmail.com>
Sent: Monday, December 30, 2019 9:26 AM
To: Leon Letson <LLetson@cityofboise.org>
Cc: Richard Lomas <r@lom.as>
Subject: Re: [External] Re: Development Agreement

Leon, I have yet to see any amount of real development agreement regarding hours or patio space.

So in the end are you guys putting a recommendation to approve this but with no concrete agreements in place prior to the P&Z meeting?

At our meeting there was clear conversation about what the city was going to expect of this agreement before it ever went to the P&Z meeting. Is it my understanding that this will just get hammered out at the P&Z meeting?

Ryan

On Tue, Dec 17, 2019 at 10:31 AM Eastside Cycles <eastsidecycles@gmail.com> wrote:

Leon, is this really what they have been working on for a couple of months? Seems like basic stuff that could have been written in an afternoon about any random project with little to no specifics regarding this project. You had also mentioned that ideas had already passed back and forth between the city and the developer regarding seating restrictions, hours restrictions, patio restrictions..... yet none of this is even mentioned..... am I wrong to be a bit confused why they would even submit this?

I also wanted to follow up on our conversation and your suggestion for assigned parking for each business. I continued to push back on that idea because the concept of Bown is as a cooperative group of businesses that work based on the ebb and flow of the businesses and little to no in-fighting between these businesses. Therefore, if you create tension between businesses and constant towing due to "your customer is in my spot so I am towing them" just trashes the community we have worked so hard to build and customers will stop coming.

If the city's really believes in reduced parking and has a plan to implement that with new developments, why does city code not represent the wishes of city planning? Rather than allowing exception after exception to the rule to achieve this why not build a global plan for less parking and make this city code and stick to it? This would greatly reduce these fights and would eliminate the
"here and there" application of a reduced parking plan for developers who want to put a big building on a space that is too small under the guise of "alternative transportation" which will result in our parking being used to facilitate their business growth.

Thank you for your time and patience with me as I am new to this stuff and really struggle to understand the logic that goes behind many of these suggestions and decisions.

Ryan

On Mon, Dec 16, 2019 at 9:31 AM Leon Letson <LLetson@cityofboise.org> wrote:

Hi Richard,

Yes, this is pretty basic at this point. The Planning Team will be suggesting items to include in this Development Agreement that will be reviewed by P&Z and City Council at public hearing. As a resident in the area, you can also suggest conditions you think would be appropriate and these can be included by P&Z and City Council if they deem it appropriate.

Thanks,

Leon Letson
SENIOR PLANNER, CURRENT PLANNING & SUBDIVISIONS
lletson@cityofboise.org
Office: 208-608-7085
Fax: 208-384-3753

From: Richard Lomas <r@lom.as>
Sent: Friday, December 13, 2019 3:12 PM
To: Leon Letson <LLetson@cityofboise.org>; Eastside Cycles <eastsidecycles@gmail.com>
Subject: [External] Re: Development Agreement

Hi Leon

When do we get a copy of the attachments/addendums?

What was attached appears to be a boilerplate and general framework of an agreement, but lacking in any specifics or restrictions or really any “meat” to it?

Thank you
Richard

On Wed, Dec 11, 2019, at 10:25, Leon Letson wrote:

    Hi Richard and Ryan,
See the attached draft Development Agreement for the Bown Crossing Parking Reduction project. There will likely be some additional conditions added to the Development Agreement as well, including hours of operation, more specific uses allowed/prohibited, and possibly something regarding the amount of outdoor seating that can be provided.

Thanks,

Leon Letson
SENIOR PLANNER, CURRENT PLANNING & SUBDIVISIONS
iletson@cityofboise.org
Office: 208-608-7085
Fax: 208-384-3753

Attachments:
- image001.jpg
- Development Agreement.docx

--
Eastside Cycles LLC
3072 S. Bown Way
Boise, ID 83706
Ryan Faber (208)344-3005

--
Eastside Cycles LLC
3072 S. Bown Way
Boise, ID 83706

Ryan Faber (208)344-3005

Attachments:

- image001.jpg
Hi Leon - A couple questions and thoughts.

1. Should the initial parking study not be dismissed completely as it relates almost entirely to a parking situation the applicant does not have access to (off street parking on private adjacent lots not to be considered in this case)?

2. It would seem appropriate to request a new parking evaluation that focuses solely on the very limited on street parking, particularly since any parking analysis in the past gave only passing concern to on-street parking as the applicant was attempting to use all the private lots and there is no on street parking in front of the applicant’s lot.

3. Related to #2 - it’s been 1.5 years since that last parking study, which itself was widely ridiculed by multiple professional sources in front of both P&Z and City Council in the applicant’s previous efforts with this exact same site plan.

They were asked (I believe by you? - apologies if I have that wrong) to conduct a new parking study to analyze this situation from their new perspective and for their new parking reduction application. It seems fairly inappropriate, and a bit lazy, to attempt to pull in old data with a different focus from a different permit application well in the past.

I would ask that the applicant conduct a new study that *solely* focuses on on-street parking on every day of the week and particularly in morning times of the day (when their proposed restaurant will see the most intense usage) and analyzes where Bown Crossing is at now, in nearly 2020, and beyond (not mid 2018).

If this is to be their ONLY source of parking not on their property (which it is), it seems very incomplete to submit a parking reduction request that doesn’t fully explore the realities of what is actually available in terms of on-street parking.

(One final note: It’s telling that the photographs of the on-street parking in their report show it all “full”. Those of here in Bown are well aware that it nearly always is, save for the very off hours)

Thank you & Happy Christmas
Richard

On Fri, Dec 20, 2019, at 15:47, Leon Letson wrote:

Hi Richard and Ryan,

Please see attached.

Thanks,
Attachments:

- image001.jpg
- Bown Crossing Parking Study_report_on street amendment.pdf
- Bown Crossing Update 8-28-18.pdf
Can I ask you how much "re-hashed" testimony is needed here, especially since you know the case so well?

I’m a little confused as to what to comment on or not, as they are purporting to only want their lot - in isolation - to be considered.

It seemed pretty well established that their own lot can’t even remotely accommodate their parking needs, let alone a reduction in parking on property, and their customers will obviously “park somewhere” (which will end up being on other adjacent private property with no permission or right to do so).

Per the City Council decision in Spring, our CC&R’s don’t constitute a shared parking agreement and the applicant does not have a shared parking agreement and isn’t even wanting to talk about that this time around...

But how can we not talk about that?

They do not have nearly enough on site parking on their lot (even before a reduction request), nor even access to their lot but through adjacent properties, where quite obviously their customers will choose to park simply by default.

I guess I’m not sure now much to say from the past for fear of exhausting you and P&Z in general, whom are very familiar with this case at this point.

Thank you Leon - any sort of guidance is most appreciated here.

Richard

On Mon, Sep 30, 2019, at 11:15, Leon Letson wrote:

Hi Richard,

Yes. 11/4 is the hearing date for the proposed rezone and cup for this project. I am the planner assigned, so you can provide written testimony to me. Deadline for written testimony is 10/31 at 5 p.m.

Thanks,
Hi Leon,
I saw Boisedev.com article indicating that November 4 is a planning and zoning hearing date for the 3047 situation?

Is that accurate?
Also, what about written testimony and other timelines for those of us with continuing concerns?

Thank you
Richard

On Tue, Sep 17, 2019, at 11:48, Richard Lomas wrote:
Thx

On Tue, Sep 17, 2019, at 08:06, Leon Letson wrote:

Hi Richard,

It can be 35’ even if it is one story. As for the height of the last building proposed, this appears to be approximately 20’-25’ in height.

Thanks,

Leon Letson
SENIOR PLANNER, CURRENT PLANNING & SUBDIVISIONS
lletson@cityofboise.org
Office: 208-608-7085
Fax: 208-384-3753

So it can be 35’ even if it’s just single story?
Does that ever get considered?

Also, do you know the heights of that building from CUP18-00037?
It seems like that’s not anywhere in the submitted papers?

thx Leon

On Fri, Sep 13, 2019, at 12:36, Richard Lomas wrote:

    Thanks

On Fri, Sep 13, 2019, at 12:34, Leon Letson wrote:

    Hi Richard,

        The additional step back in the PC zone is for the rear yard setback only. This building would be allowed a front setback of 35' per the PC zone.

    Thanks,

    Leon

-----Original Message-----
From: Richard Lomas <r@lom.as>
Sent: Friday, September 13, 2019 11:56 AM
To: Leon Letson <LLetson@cityofboise.org>
Subject: Re: [External] PC Zoning regs

I guess what I’m trying to figure out is if the previously proposed C1 zoning 3047 building would fit as is into PC zoning. As I’ve told John Day, one of my huge gripes now moving forward (aside from all the parking stuff) is the huge big flat tall (imo ugly) appearance from straight on and what would be right next to me.

I’m sure you’re in the loop, but they are about to re-submit with the exact same building in a couple weeks.

It looks to my reading that the first 30’ of distance from the curb on PC zoning can’t exceed 20’ of height, do I have that correct?

I can’t figure out the side profile/heights/distances from any of the documents online from CUP18-00037

R
On Fri, Sep 13, 2019, at 11:45, Richard Lomas wrote:
> Thx!
> 
> On Fri, Sep 13, 2019, at 11:41, Leon Letson wrote:
> > Hi Richard,
> > 
> > You can follow the link below to see the new PC standards the City
> > is proposing. Happy to answer any other questions you have as well.
> > 
> > online.cityofboise.org/ PDsonline%2FDocuments.aspx?id=201909031
> > 338210950&data=01%7C01%7C
> > CLLetson%40cityofboise.org%7C
> > b49fb47a8
> > 44607760c08d73873b4f2%7C
data=01%7C01%7C
> > 5835c884f8ea832bd79cbd319cb%7C
> > 0%26;sa
> > ta=szq0EeNN6YgJODJgK8jtsdEEj2
> > Tbyup%2FIYuk3NbbL0%3D&re
> > served=0
> > >
> > > Thanks,
> > >
> > > Leon
> > >
> > >
> > >
> > > -----Original Message-----
> > > From: Richard Lomas
> > <r@lom.as>
> > > Sent: Wednesday, September 11, 2019 1:28 PM
> > > To: Leon Letson
> > <LLetson@cityofboise.org>
> > > Subject: [External] PC Zoning
> > reg
> > >
> > > Hi Leon
> > >
> > > I've been meeting a bit with John
> > Day (architect for 3047 S Bown
Way) and he mentioned they are going to be requesting a zoning change to PC.

He and I were agreeing that the “face/street side/signage part” of what they proposed last time (and next time) is pretty big/tall/ugly basically and I was even curious if it fits into PC regs for stair stepping of height as you get closer/further from pedestrian side of the developement.

I recall seeing some of this laid out re: what PC zoning says about it, but can’t find that documentation anywhere.

Is there somewhere you could point me to in order to read/understand it better?

Thank you!

Richard Lomas

Attachments:
- image001.jpg

Attachments:
- image001.jpg

Attachments:
- image001.jpg
Hello Leon,

My name is William Schilling. I am an Optometrist and the owner of Barber Town Eye Care at 3132 S Bown Way. As a business owner and resident (5253 S Boven Ave) of South East Boise I would like to see a business or a new home on every empty lot in South East Boise. As the entire neighborhood grows and prospers my business grows and prospers. With that said smart growth/planning is imperative to maintain the neighborhoods image and quality of living. Growth that is a detriment to the quality of living helps no one and hurts everyone.

What the developer of the vacant lot (3047 S Bown Way) at Bown Crossing is proposing, will be a detriment not only to my business but to the overall neighborhood as well.

I had hoped this was a dead issue after P&Z and the City Council ruled against this proposal (and then again on appeal) and if the developer wanted to continue with improvements on this property they would return with a proposal that was more appropriate for the space available. Sadly they have not. The only thing they have done is after being denied a parking reduction because their proposal was not suitable for the location (again, as determined by both the P&Z and the City Council), they have instead requested a rezone to support a structure that is exactly the same size. Granted, they are requesting a "smaller restaurant" but the reality is they have simply moved the seating from inside the building to an outside patio. This does nothing to mitigate any of the reasons the original proposal was denied, so rather than address the issues, they have simply requested to change the rules. If it was a bad idea before, as determined by the City (twice), why is it a good idea now? Changing the zoning, doesn't change the need!

I'm not sure I need to say this. Every business owner, tenet, condo owner/tenet has said the same thing. Parking now is a difficult situation. Calling the rest of Bown Crossing a Pedestrian/Commercially Zoned area doesn't make it less so. It may have been planned that way initially, but this is the west. We like our cars and we drive everywhere. My home is ~3.8 miles from Bown Crossing (near where Bens Crow Inn once was) in the 3.5 yrs I have lived there I have biked or walked to Bown less than five times. I'm busy, people are busy, my patients are busy... we all are busier and busier all the time. We don't have time to spend 30 minutes biking/walking to have breakfast, lunch, or dinner. Here's an example: If there was a restaurant built across the river from Bown in Barber Station, that's maybe a quarter to half a mile from my office. I could walk that in 10 or 15 minutes... but if I'm at my office and I have 30-45 minutes or even an hour to have lunch. I couldn't walk there from Bown, I'd have to drive! Two thirds of my patients come from Micron, they don't walk to my office for an eye exam. If they were coming to Bown for breakfast or lunch they can't walk there then go to work. That is not a realistic concept.

Thank you for your time and consideration,

William P Schilling, OD
Barber Town Eye Care
3132 S Bown Way
Boise ID 83706
208-957-6504 F 208-629-1559
Leon Letson

From: Deborra Bohrer <deborra@me.com>
Sent: Thursday, February 6, 2020 2:45 PM
To: Leon Letson
Subject: [External] Bown Crossing Appeal

Dear Leon,

I am in total support of the Appeal for Bown Crossing. The added stress to the parking has not been adequately addressed. The variance is unreasonable.

Thank you for your time.

Deborra Bohrer
To Leon Letson and Boise City Council members,

Thank you for taking the time to consider the appeal of CUP-00064. As stated in my previous letter, my name is Shannon Cook and I am the current owner of The Marketplace at Bown Crossing. I am asking for you all to look back to the biggest issue at hand here, which is the parking reduction request and the only reason I am supporting the appeal of CUP-00064. It is not reasonable in my opinion for us to believe that an A-2 bakery/restaurant of this size with approximately 6-10 staff members, plus two additional suites occupying 3800 sq. ft of retail space with another 6-10 employees will be self sufficient and offer enough parking with only 14 parking spots. If we only account for 6 employees on the low end of the restaurant/bakery and 6 employees on the retail, that leaves 2 spots for customers? And one of those spots is handicapped?

If this appeal is turned down, who will be responsible for policing this area when parking from their site overflows into the other businesses? I propose the applicant either reduce his building size to get his required parking spaces. He has not once reduced his building footprint since this all began. Thank you for your consideration

Regards,

Shannon Cook
Re: Appeal of CUP 19-00064

Dear Boise City Council:

My husband and I have been operating a retail business in Bown Crossing for the past 13 years and we support the appeal of CUP 19-00064.

Being one of the first businesses to open shop in Bown Crossing we have seen firsthand the growth of the area. We went from UPS not knowing where we were located because Bown was so new and not yet on any GPS maps, to fighting over parking.

We are a true "Mom and Pop" store. Our business pays our bills and puts food on our table, so we work very hard and take our business very seriously. Over the past several years, as our area has grown, we have seen the parking become less available. We already have customers tell us that if there is no parking available THEY DON'T STOP in. I can't tell you the fear that strikes me whenever I am told this, NO business owner wants to hear this from their customers. So you can imagine the worrying and loss of sleep endured about the proposed PARKING REDUCTION for the vacant lot. The amount of spaces proposed would not even accommodate their employees for their building.

I am upset that the applicant, for two years, keeps coming back with the same amount of parking. Per the city's own guidelines it is not nearly enough. I am also disappointed that this has to keep taking my attention away from my business to keep pleading with the city to enforce their own codes. I would like to invite the City Council down to Bown to walk the area, meet with the business owners and residents of Bown Crossing and see for themselves firsthand what we are talking about. The lot in question is already acting as a parking lot of sorts for overflow parking that already exists (at least 10-16 cars per day already parking in that area!). We are not against development, but it needs to be smart development not greedy development.

We welcome new neighbors and we offer a great community for our new neighbors which we helped build up over the last 13 years for them to enjoy and prosper in; however, they need to abide by the city codes and be good neighbors themselves. It really comes down to reducing the size of their building to provide more of their own parking spaces.

Respectfully Submitted,
Debbie & Joe Giordano

Debbie Giordano | Owner | Cravin's Candy Emporium
3064 S. Bown Way, Boise, ID 83706
P. 208-424-6099
www.cravinscandy.com
Hi Leon,

I support the appeal of CUP19-0006 and request that the parking reduction of the dirt lot in Bown Crossing be denied.

Thanks,

Chris Oates
Bier:Thirty
Hello Leon,

I am the owner of Elements Massage at 3065 S Bown Way Boise, ID 83706. I am writing to share my support for the appeal of CUP19-00064, but request that the parking reduction be denied.

Thank you!

Carly Opheim
Owner

Bown Crossing
3065 S Bown Way
Boise, ID 83706
208.331.9900
www.elementsmassage.com/bowncrossing

Meridian
1505 S Eagle Rd #100
Meridian, ID 83642
208.888.9922
www.elementsmassage.com/meridian
Leon,

I support the Appeal of CUP19-00064 and request that the parking reduction be denied. I have no problems with the zoning change to PC that has been requested in CAR19-00022, other than I don’t believe the applicant should be given any exemptions or parking reductions in conjunction with the re-zone. It seems obvious the re-zone request is simply to reduce parking requirements and as such don’t feel the applicant should be given any further reductions.

Thank you,

--
William Schilling, OD
Barber Town Eye Care, PLLC
3132 S Bown Way
Boise ID 83706
208-957-6504 Fax 208-629-1559
<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve</td>
<td>Dunlap</td>
<td>23425 Independence Dr</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:5d060120@hotmail.com">5d060120@hotmail.com</a></td>
</tr>
<tr>
<td>Deborah</td>
<td>Nelson</td>
<td>601 W Bannock St</td>
<td>Boise</td>
<td>ID</td>
<td>83702</td>
<td><a href="mailto:den@givenspursley.com">den@givenspursley.com</a></td>
</tr>
<tr>
<td>Ross</td>
<td>Caulum</td>
<td>1055 N Curtis Rd</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:ross.caulum@trinity-health.org">ross.caulum@trinity-health.org</a></td>
</tr>
<tr>
<td>Bill</td>
<td>Schilling</td>
<td>5257 S Bowen Ave</td>
<td>Boise</td>
<td>ID</td>
<td>83716</td>
<td><a href="mailto:barbertowneye@gmail.com">barbertowneye@gmail.com</a></td>
</tr>
<tr>
<td>Donna</td>
<td>Christensen</td>
<td>3282 E Riverest Ln</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:phchrist@yahoo.com">phchrist@yahoo.com</a></td>
</tr>
<tr>
<td>Fred</td>
<td>Fritchman</td>
<td>1321 Denver Ave</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:ffritchman@msn.com">ffritchman@msn.com</a></td>
</tr>
<tr>
<td>Ryan</td>
<td>Faber</td>
<td>3072 S Bown Way</td>
<td>Boise</td>
<td>ID</td>
<td>83702</td>
<td><a href="mailto:eastsidecycles@gmail.com">eastsidecycles@gmail.com</a></td>
</tr>
<tr>
<td>J.E.</td>
<td>Givens</td>
<td>3123 S Bown Way</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:shop@boisediamondring.com">shop@boisediamondring.com</a></td>
</tr>
<tr>
<td>Allen</td>
<td>Humble</td>
<td>1373 W Martin St</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td></td>
</tr>
<tr>
<td>Patrick</td>
<td>Spoutz</td>
<td>912 West Brumback</td>
<td>Boise</td>
<td>ID</td>
<td>83702</td>
<td><a href="mailto:pspoutz@gmail.com">pspoutz@gmail.com</a></td>
</tr>
<tr>
<td>Robert</td>
<td>Elliott</td>
<td>1037 W Hale St</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:relliott249@gmail.com">relliott249@gmail.com</a></td>
</tr>
<tr>
<td>Richard</td>
<td>Lomas</td>
<td></td>
<td>Boise</td>
<td>ID</td>
<td></td>
<td><a href="mailto:r@lom.as">r@lom.as</a></td>
</tr>
<tr>
<td>Bob</td>
<td>Johnson</td>
<td></td>
<td>Boise</td>
<td>ID</td>
<td></td>
<td><a href="mailto:emeraldjunction@hotmail.com">emeraldjunction@hotmail.com</a></td>
</tr>
<tr>
<td>Shannon</td>
<td>Cook</td>
<td>1025 W Shearwater Ln</td>
<td>Eagle</td>
<td>ID</td>
<td>83616</td>
<td><a href="mailto:shannoncook@mac.com">shannoncook@mac.com</a></td>
</tr>
<tr>
<td>Robert</td>
<td>Lumsden</td>
<td>3268 S Temperance Way</td>
<td>Boise</td>
<td>ID</td>
<td></td>
<td><a href="mailto:rob@flatbreadpizza.com">rob@flatbreadpizza.com</a></td>
</tr>
<tr>
<td>Carly</td>
<td>Opheim</td>
<td></td>
<td>Boise</td>
<td>ID</td>
<td></td>
<td><a href="mailto:carlyopheim@elementsmassage.com">carlyopheim@elementsmassage.com</a></td>
</tr>
<tr>
<td>Barbara</td>
<td>Olic-Hamilton</td>
<td>3755 Maze Place</td>
<td>Boise</td>
<td>ID</td>
<td></td>
<td><a href="mailto:bfollic@gmail.com">bfollic@gmail.com</a></td>
</tr>
<tr>
<td>Chris</td>
<td>Oates</td>
<td></td>
<td>Boise</td>
<td>ID</td>
<td></td>
<td><a href="mailto:chris@bierthirty.com">chris@bierthirty.com</a></td>
</tr>
<tr>
<td>Jennifer</td>
<td>Hovey</td>
<td>3165 S. Bown Way</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:parkcenter.hlc@gmail.com">parkcenter.hlc@gmail.com</a></td>
</tr>
<tr>
<td>Debbie</td>
<td>Giordano</td>
<td>3064 S. Bown Way</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:debbie@cravinscandy.com">debbie@cravinscandy.com</a></td>
</tr>
<tr>
<td>Carolyn</td>
<td>Corbett</td>
<td>3152 S. Bown Way</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:carocorb@gmail.com">carocorb@gmail.com</a></td>
</tr>
<tr>
<td>Deborra</td>
<td>Bohrer</td>
<td>2399 E Riverwalk Dr</td>
<td>Boise</td>
<td>ID</td>
<td>83706</td>
<td><a href="mailto:deborra@me.com">deborra@me.com</a></td>
</tr>
</tbody>
</table>