CITY COUNCIL
AGENDA
CITY OF BOISE

Regular Evening Meeting

Tuesday, May 12, 2020
6:00 PM

Virtual Meeting
www.cityofboise.org/virtual-meetings
Boise, ID 83702

MAYOR
Lauren McLean

CITY COUNCIL MEMBERS

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<th>Council President</th>
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<td>Elaine Clegg</td>
<td>Holli Woodings</td>
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<td>Patrick Bageant</td>
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<td>Lisa Sánchez</td>
<td>TJ Thomson</td>
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Our Vision: To Make Boise the Most Livable City in the Country
I. 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.

II. REQUEST FOR APPROVAL

1. City Council Minutes - Work Session - Apr 28, 2020 4:00 PM
2. City Council Minutes - Regular Evening Meeting - Apr 28, 2020 6:00 PM
3. City Council Minutes - Regular Evening Meeting - May 5, 2020 6:00 PM

III. SPECIAL BUSINESS

1. Appointment of Bix Firer to the Open Space and Clean Water Advisory Committee ending May 2024.

   Presenter: Mallory Wilson, Fire Department
   ACTION REQUESTED: Information Only

   RES-184-20  A RESOLUTION RATIFYING PUBLIC HEALTH EMERGENCY ORDER 20-05 (REOPENING BOISE CITY: STAGE ONE) ENACTED MAY 1, 2020; AND PROVIDING AN EFFECTIVE DATE.

   RES-185-20  A RESOLUTION RATIFYING THE AMENDED AND REISSUED PUBLIC HEALTH EMERGENCY ORDER 20-01 (SUSPENSION OF PUBLIC MEETINGS) DATED APRIL 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

IV. CONSENT AGENDA

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

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

1. Request for approval of the Boise City checks 506346-506596 and ACH 62674-62753 in the total amount of $5,301,898.18 as of April 16, 2020.


3. Request for approval of the Boise City checks 506808-506994 and ACH 62828-62882 in the total amount of $1,207,174.94 as of April 30, 2020.

*B. Public Hearing Requests*

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

2. 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 on June 2, 2020.

3. The City Clerk requests CAR20-00006 / CDG Acquisitions, LLC / 270 E Myrtle St / Minor modification to a previously approved development agreement to extend the deadline for recordation to June 18, 2021. The 1.8 acre site is located in a C-5DD/DA (Central Business District with Downtown Design Review and Development Agreement) zone be scheduled on June 2, 2020.

*C. Minutes and Reports*

1. Treasury Report March 2020

*D. Resolutions*

1. RES-134-20 A RESOLUTION APPROVING AN OFFICE LEASE BY AND BETWEEN CAPITAL CITY DEVELOPMENT CORPORATION AND RIM VIEW, LLC; APPROVING AN ENTREPRENEURSHIP CONSULTING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY, THE CAPITAL CITY DEVELOPMENT CORPORATION, AND ACTUATE BOISE, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE ENTREPRENEURSHIP CONSULTING AGREEMENT FOR AND ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.
2. RES-169-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A RENEWAL TO THE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND GEM STATE DISC GOLFERS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

3. RES-170-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND ZELLER RECREATION, INC. (BOISE RIVER RAFT & TUBE) BY WHICH THE CITY GRANTS BOISE RIVER RAFT & TUBE A LIMITED, NON-EXCLUSIVE LICENSE TO OPERATE BUSINESS IN ANN MORRISON PARK; RATIFYING AND AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION DIRECTOR'S EXECUTION OF SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

4. RES-171-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND AMANDA CLARK (OWNER OF "ICED") BY WHICH THE CITY GRANTS ICED A LIMITED, NON-EXCLUSIVE LICENSE TO OPERATE CONCESSIONAIRE BUSINESS IN JULIA DAVIS PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

5. RES-172-20 A RESOLUTION APPROVING A PROPERTY USE AGREEMENT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND THE IDAHO TRANSPORTATION DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6. RES-173-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(A), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND CSHQA; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY
EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*7. RES-174-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(H), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND TROUT ARCHITECTS/CHARTERED; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*8. RES-175-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 16-147, MISCELLANEOUS GIS SERVICES, BETWEEN THE CITY OF BOISE CITY (INFORMATION TECHNOLOGY) AND POWER ENGINEERS, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*9. RES-176-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 19-271(B), GEOTHERMAL SYSTEM UPGRADES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND TITAN TECHNOLOGIES INC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-177-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 19-271(C), GEOTHERMAL SYSTEM UPGRADES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND AMERICAN GENERAL CONTRACTORS, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*11. RES-178-20  A RESOLUTION APPROVING AUTHORIZATION TO PROCURe CP 20-299 HAZARDOUS MATERIALS TRAILER CITY OF BOISE CITY (FIRE DEPARTMENT) AND VT HACKNEY, INC. OFF OF SOURCEWELL, CONTRACT NUMBER #002818-VTH; AND PROVIDING AN EFFECTIVE DATE.

*12. RES-179-20  A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-171; BOI EAST PUBLIC GARAGE DESIGN SERVICES BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND
*13. RES-180-20  A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-205(A) CITY WIDE FUEL, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND JACKSONS FOOD STORES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*14. RES-181-20  A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-205(B) CITY WIDE FUEL, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND STINKER STORES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*15. RES-182-20  A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-303 CCTV VAN BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND CUES, INC THROUGH HOUSTON-GALVESTON AREA COUNCIL (H-GAC), CONTRACT NUMBER SC01-18; AND PROVIDING AN EFFECTIVE DATE.

*16. RES-183-20  A RESOLUTION APPROVING THE RENEWAL OF RFP 17-087, HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) LEAD AGENCY, BETWEEN THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF PLANNING AND DEVELOPMENT SERVICES) AND INSTITUTE FOR COMMUNITY ALLIANCES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*17. RES-186-20  A RESOLUTION APPROVING AN AGREEMENT FOR EX 20-301 SECURITY SERVICES BETWEEN THE CITY OF BOISE CITY (POLICE DEPARTMENT ON BEHALF OF HOUSING AND COMMUNITY DEVELOPMENT) AND UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST
SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*18. RES-187-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A DONATION, TEMPORARY LICENSE, AND PRIORITY SCHEDULING AND USE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE SOUTHERN IDAHO SOCCER LEAGUE ("SISL"); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

*19. RES-188-20 A RESOLUTION APPROVING AND RATIFYING AN AGREEMENT FOR EX 20-289 COVID-19 CLEANING/DISINFECTING SERVICES BETWEEN THE CITY OF BOISE CITY (LIBRARY AND PUBLIC WORKS) AND CLEARVIEW CLEANING SERVICE, INC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY RATIFY SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*20. RES-189-20 A RESOLUTION APPROVING AMENDMENT #1 TO EX 20-155, RESIDENT SERVICES, BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION) AND TERRY REILLY HEALTH SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AMENDMENT; RATIFYING PRIOR EXECUTION OF SAID AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

*21. RES-190-20 A RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND THE TREASURE VALLEY CLEAN CITIES COALITION (TVCCC) OUTLINING ROLES AND RESPONSIBILITIES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*22. RES-191-20 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF BOISE CITY (LEGAL DEPARTMENT), THE CITY OF MERIDIAN, AND ADA COUNTY FOR THE
PROSECUTION OF MISDEMEANORS WITH COMPANION FELONIES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

*23. RES-192-20 A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FACILITIES LEASE AGREEMENT, BETWEEN THE CITY OF BOISE CITY AND ELDA ID BO, LLC (DBA COTTONWOOD SUITES); 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. Moxie Ridge No. 2, SUB20-00013, Boise City Final Plat, (SUB20-00013 / Moxie Ridge No. 2 / DevCo / 5075 S Holcomb Rd / Final Plat for a residential subdivision comprised of 45 buildable and 3 common lots on 4.45 acres located in an R-1C (Single Family Residential) zone.)

*2. Voyager Subdivision, SUB20-00014, Boise City Final Plat, (SUB20-00014 / Voyager Subdivision / ACME LLC / 871 S Five Mile Rd / Final Plat for a residential subdivision comprised of 47 buildable and 4 common lots on 5.96 acres located in an R-1C (Single Family Residential) zone.)

V. ORDINANCES

A. First Reading

NO ORDINANCES SCHEDULED FOR THE FIRST READING CALENDAR.

B. Second Reading

NO ORDINANCES SCHEDULED FOR THE SECOND READING CALENDAR.
C. Third 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, REVOCATION, SUSPENSION, REVIEW, AND PENALTY PROCEDURES; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

VI. UNFINISHED BUSINESS
NO UNFINISHED BUSINESS SCHEDULED.

VII. NEW BUSINESS

A. Resolutions

1. RES-123-20 A RESOLUTION DECLARING THE INTENT OF THE CITY OF BOISE, BY AND THROUGH ITS FINANCE AND ADMINISTRATION DEPARTMENT (CITY CLERK'S OFFICE), AND PROPOSING THE FEES AND CHARGES FOR NEWS RACKS; APPROVING THE PLACEMENT OF THESE FEES ON THE CITY'S MASTER FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

B. 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 to vacate the required front and side yard building setback and north side yard utility and drainage easement for the property located on Lot 20, Block 1, of the Jones-Striburek Subdivision on 0.85 acres in a R-1C (Single-Family Residential) zone.)
2. Benjamin and Kathryn Andrus, SOS20-00009, Boise City Vacation of Plat Note, (SOS20-00009 / Benjamin and Kathryn Andrus / 11318 W Pattie Court / Vacation of plat note regarding side and rear building setbacks for Lot 91 of Block 2 in the Hewett Park Subdivision Phase III on 0.13 acres in a R-1C (Single-Family Residential) zone.)

3. Stohler Place Subdivision, SUB20-00006, Boise City Preliminary/Final Plat, (SUB20-00006 / Stohler Place Subdivision / Brad Parsons / 3015 W Alpine St / Preliminary and final plat for a residential subdivision comprised of 2 buildable lots on 0.3 acres in a R-2 (Medium Density Residential) zone.)

4. Coleman Real Estate Development LLC, SOS20-00005 & SOS20-00006, Boise City Vacation of Plat Note & Public Utilities Easement, (SOS20-00005 & SOS20-00006 / Coleman Real Estate Development LLC / 2994 N Lancaster Place / Request to vacate a portion of the drainage, utility, roof drain and access easement, and vacate a plat note for building setback lines for Lots 9 and 10 of Block 1 of the Magal Subdivision located within the NE ¼ of Section 33, T.4N., R.2E., and B.M.)

C. Public Hearings

1. 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.

ORD-15-20 AN ORDINANCE AMENDING TITLE 11, CHAPTER 8 (FLOOD HAZARD REGULATIONS) OF BOISE CITY CODE, REFERENCING A NEW FLOOD INSURANCE STUDY AND RATE MAPS, UPDATING DEFINITIONS AND REGULATIONS, AND INCREASING THE FREEBOARD REQUIREMENT IN THE FLOODPLAIN; PROVIDING FOR A WAIVER OF THE READING RULES; APPROVING A SUMMARY OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

VIII. ADJOURNMENT
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| 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 (Remote), Clegg (Remote), Woodings (Remote), Bageant (Remote 4:09 PM), Hallyburton (Remote), Sánchez (Remote), Thomson (Remote)
ABSENT:

II. Work Session Items

1. FY21 Budget Development (60 min)
   Presenter: Eric Bilimoria, Finance & Administration

   RESULT: DISCUSSED

2. Executive Session: Labor Contract, Idaho Code § 74-206(1)(j)
   Moved into Executive Session at 5:08 pm for labor contract discussion which occurred until 5:26 pm.

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

III. Adjournment

   Moved into the regular Work Session meeting.
   There being no further business, the meeting adjourned.

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

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

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

II. REQUEST FOR APPROVAL

1. City Council - Work Session - Apr 21, 2020 4:30 PM

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

2. City Council - Regular Evening Meeting - Apr 21, 2020 6:00 PM

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

III. SPECIAL BUSINESS

Presenter: Mallory Wilson, Fire Department

RESULT:  DISCUSSED

IV. CONSENT AGENDA

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

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

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

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

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

A. PUBLIC HEARING REQUESTS

*1. CUP20-00005 / Locus LLC / 4222 W Emerald St / Conditional use permit for a special exception to operate a restaurant on 0.21 acres in a R-3D (Multi-Family Residential with Design Review) zone

B. RESOLUTIONS

*1. RES-158-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 15-178 (B), INTEGRATED LIBRARY SYSTEM - LICENSES, BETWEEN THE CITY OF BOISE CITY (LIBRARY) AND INNOVATIVE INTERFACES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*2. RES-159-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 15-178 (C), INTEGRATED LIBRARY SYSTEM - SOFTWARE MAINTENANCE & TECHNICAL SUPPORT SERVICES, BETWEEN THE CITY OF BOISE CITY (LIBRARY) AND INNOVATIVE INTERFACES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-160-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(F), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND LCA ARCHITECTS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST
SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*4. RES-161-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(B), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND CTA ARCHITECTS ENGINEERS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*5. RES-162-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(C), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND DESIGN WEST ARCHITECTS, P.A.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*6. RES-163-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(D), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND ERSTAD ARCHITECTS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*7. RES-164-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(E), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND INSIGHT ARCHITECTS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*8. RES-165-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(G), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND BYRON FOLWELL; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*9. RES-166-20 A RESOLUTION APPROVING AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT, BETWEEN THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF PLANNING AND
DEVELOPMENT SERVICES) AND ADA COUNTY, FOR REIMBURSEMENT OF EXPENDITURES RELATED TO SHORT TERM HOUSING OF INDIGENT FAMILIES EXPERIENCING HOMELESSNESS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-167-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 19-269(A), POND WATER TREATMENT SERVICES, BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND AQUATECHNEX, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*11. RES-168-20 A RESOLUTION APPROVING AN INTERAGENCY AGREEMENT, BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES), CAPITAL CITY DEVELOPMENT CORPORATION, AND THE ADA COUNTY HIGHWAY DISTRICT, FOR ROADWAY CONSTRUCTION/CONDUIT CONSTRUCTION OF THE GOWEN ROAD BRIDGE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

V. ADJOURNMENT

Motion to adjourn the City Council meeting.

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

APPROVE:

Lauren McLean, Mayor
ATTEST:

Lynda Lowry, Ex-Officio City Clerk
CITY OF BOISE
COUNCIL MEETING
SUMMARY MINUTES • MAY 5, 2020
REGULAR EVENING MEETING

Virtual Meeting

150 N CAPITOL BLVD
BOISE, ID 83702

I. ROLL CALL

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

ABSENT:

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

Motion to defer tonight's agenda in its entirety, including the public hearing set for consideration of ZOA 19-00006, an amendment to the Flood Hazards Ordinance, to May 12, 2020 at 6:00 p.m. which is the next scheduled meeting of the Boise City Council.

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

II. REQUEST FOR APPROVAL

1. City Council - Work Session - Apr 28, 2020 4:00 PM

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

2. City Council - Regular Evening Meeting - Apr 28, 2020 6:00 PM

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

III. SPECIAL BUSINESS

1. Appointment of Bix Firer to the Open Space and Clean Water Advisory Committee ending May 2024.
2. **FY 2021 General Fund Budget - Follow up from 4/28 City Council meeting**  
Presenter: Eric Bilimoria, Finance & Administration

RESULT: TABLED [UNANIMOUS]  
MOVER: Elaine Clegg, Council President  
SECONDER: Holli Woodings, Council President Pro Tem  
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson  
Next: 5/12/2020 3:30 PM

Presenter: Mallory Wilson, Fire Department

RESULT: TABLED [UNANIMOUS]  
MOVER: Elaine Clegg, Council President  
SECONDER: Holli Woodings, Council President Pro Tem  
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson  
Next: 5/12/2020 6:00 PM

IV. CONSENT AGENDA

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

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

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

*  
All items on the consent agenda were deferred to May 12, 2020 at 6:00 p.m., which is the next scheduled meeting of the Boise City Council.

*  
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 506346-506596 and ACH 62674-62753 in the total amount of $5,301,898.18 as of April 16, 2020.

B. PUBLIC HEARING REQUESTS

*1. CAR20-00006 / CDG Acquisitions, LLC / 270 E Myrtle St / Minor modification to a previously approved development agreement to extend the deadline for recordation to June 18, 2021. The 1.8 acre site is located in a C-5DD/DA (Central Business District with Downtown Design Review and Development Agreement) zone

C. MINUTES AND REPORTS

*1. Treasury Report March 2020

D. RESOLUTIONS

*1. RES-123-20 A RESOLUTION DECLARING THE INTENT OF THE CITY OF BOISE, BY AND THROUGH ITS FINANCE AND ADMINISTRATION DEPARTMENT (CITY CLERK’S OFFICE), AND PROPOSING THE FEES AND CHARGES FOR NEWS RACKS; APPROVING THE PLACEMENT OF THESE FEES ON THE CITY’S MASTER FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

*2. RES-134-20 A RESOLUTION APPROVING AN OFFICE LEASE BY AND BETWEEN CAPITAL CITY DEVELOPMENT CORPORATION AND RIM VIEW, LLC; APPROVING AN ENTREPRENEURSHIP CONSULTING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY, THE CAPITAL CITY DEVELOPMENT CORPORATION, AND ACTUATE BOISE, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE ENTREPRENEURSHIP CONSULTING AGREEMENT FOR AND ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-169-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A RENEWAL TO THE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND GEM STATE DISC GOLFERS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

*4. RES-170-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND
*5. RES-171-20 A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND AMANDA CLARK (OWNER OF "ICED") BY WHICH THE CITY GRANTS ICED A LIMITED, NON-EXCLUSIVE LICENSE TO OPERATE CONCESSIONAIRE BUSINESS IN JULIA DAVIS PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

*6. RES-172-20 A RESOLUTION APPROVING A PROPERTY USE AGREEMENT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND THE IDAHO TRANSPORTATION DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

*7. RES-173-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(A), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND CSHQA; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*8. RES-174-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(H), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND TROUT ARCHITECTS/CHARTERED; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*9. RES-175-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 16-147, MISCELLANEOUS GIS SERVICES, BETWEEN THE CITY OF BOISE CITY (INFORMATION TECHNOLOGY) AND POWER ENGINEERS, INC.; AUTHORIZING THE MAYOR
AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-176-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 19-271(B), GEOTHERMAL SYSTEM UPGRADES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND TITAN TECHNOLOGIES INC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*11. RES-177-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 19-271(C), GEOTHERMAL SYSTEM UPGRADES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND AMERICAN GENERAL CONTRACTORS, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*12. RES-178-20 A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-299 HAZARDOUS MATERIALS TRAILER CITY OF BOISE CITY (FIRE DEPARTMENT) AND VT HACKNEY, INC. OFF OF SOURCEWELL, CONTRACT NUMBER #002818-VTH; AND PROVIDING AN EFFECTIVE DATE.

*13. RES-179-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-171; BOI EAST PUBLIC GARAGE DESIGN SERVICES BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND CSHQA, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*14. RES-180-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-205(A) CITY WIDE FUEL, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND JACKSONS FOOD STORES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*15. RES-181-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-205(B) CITY WIDE FUEL, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND
STINKER STORES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*16. RES-182-20 A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-303 CCTV VAN BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND CUES, INC THROUGH HOUSTON-GALVESTON AREA COUNCIL (H-GAC), CONTRACT NUMBER SC01-18; AND PROVIDING AN EFFECTIVE DATE.

*17. RES-183-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-087, HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) LEAD AGENCY, BETWEEN THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF PLANNING AND DEVELOPMENT SERVICES) AND INSTITUTE FOR COMMUNITY ALLIANCES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*18. RES-184-20 A RESOLUTION RATIFYING PUBLIC HEALTH EMERGENCY ORDER 20-05 (REOPENING BOISE CITY: STAGE ONE) ENACTED MAY 1, 2020; AND PROVIDING AN EFFECTIVE DATE.

*19. RES-185-20 A RESOLUTION RATIFYING THE AMENDED AND REISSUED PUBLIC HEALTH EMERGENCY ORDER 20-01 (SUSPENSION OF PUBLIC MEETINGS) DATED APRIL 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

E. SUBDIVISIONS - FINAL PLATS/TIME EXTENSIONS

*1. Moxie Ridge No. 2, SUB20-00013, Boise City Final Plat, (SUB20-00013 / Moxie Ridge No. 2 / DevCo / 5075 S Holcomb Rd / Final Plat for a residential subdivision comprised of 45 buildable and 3 common lots on 4.45 acres located in an R-1C (Single Family Residential) zone.)

*2. Voyager Subdivision, SUB20-00014, Boise City Final Plat, (SUB20-00014 / Voyager Subdivision / ACME LLC / 871 S Five Mile Rd / Final Plat for a residential subdivision comprised of 47 buildable and 4 common lots on 5.96 acres located in an R-1C (Single Family Residential) zone.)

V. ORDINANCES
A. **THIRD 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, REVOCATION, SUSPENSION, REVIEW, AND PENALTY PROCEDURES; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

VI. NEW BUSINESS

A. **PUBLIC HEARINGS**

1. 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.

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

VII. **ADJOURNMENT**

Motion to adjourn the City Council meeting.

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

APPROVE:
Lauren McLean, Mayor

ATTEST:

Lynda Lowry, Ex-Officio City Clerk
UPDATE TOPICS

• Program Update and Q&A (Wendy Ellestad)

• Case Trends Update (Mallory Wilson)
PROGRAM UPDATE

• Reopening stages for departments planned and published
  • Stage 1 reopening underway
    • CurbIt / Glass recycling
    • Compost pick up
    • Whitewater Park Wave 1
    • Warm Springs Golf (clubhouse and cart rental closed)

• Challenges – Social distancing in our parks/open spaces and educating the public

• Program Workstreams key updates
  • Vulnerable Populations – Transitioning hands-on management role of our temporary hotel facilities to our community partners this week
  • Staffing Redeployment – Working on redeploying some staff for play camps
  • Fed/State Reimbursement Coordination – State CRF submission process almost ready
CURRENT SITUATION

Cases in the US (via CDC)

- 1,171,510 – Total cases in the US
- 68,279 – Total deaths

Cases in Idaho (via IDHW, CDH) (5/5)

- 2,127 – Confirmed and Probable COVID-19 cases in Idaho (65 Deaths)
- 713 – Confirmed and Probably cases in Ada County (19 Deaths)
- 30,375 – Tests conducted through Idaho Bureau of Laboratories and commercial labs
CONFIRMED CASE TRENDS

Last Week

Today

COVID CASES

COVID CASES

ADA Total | IDAHO Total | Ada DEATHS | ID DEATHS


12-24 Apr

13-Mar | 20-Mar | 27-Mar | 3-Apr | 10-Apr | 17-Apr | 24-Apr | 1-May

12-24 Apr
CASE TRENDS

Idaho New Cases by Week

- Mar 29: 365
- Apr 05: 755
- Apr 12: 316
- Apr 19: 237
- Apr 26: 181

Ada County New Cases by Week

- Mar 29: 136
- Apr 05: 268
- Apr 12: 110
- Apr 19: 87
- Apr 26: 45

State Target: 189
Potential Ada County Target: 49

attachment: Council Update_COVID Response Program (Coronavirus)
TO: Mayor and Council

FROM: Elizabeth Koeckeritz, Legal

NUMBER: RES-184-20

DATE: April 28, 2020

SUBJECT: Approval of Public Health Emergency Order 20-05 (Reopening Boise City: Stage One)

BACKGROUND:

Boise City Code Title 1, Chapter 15 provides the Mayor certain powers during a Public Health Emergency, as that term is defined in the Ordinance. The code provides that Boise City Council may be consulted in the enactment of any Public Health Emergency Order and may veto or ratify any Public Health Emergency Order. This Resolution ratifies the Mayor’s actions concerning Public Health Emergency Order 20-05, (Reopening Boise City: Stage One) enacted May 1, 2020.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- 2020-05-01 Emergency Order 20-05 (PDF)
A RESOLUTION RATIFYING PUBLIC HEALTH EMERGENCY ORDER 20-05
(REOPENING BOISE CITY: STAGE ONE) ENACTED MAY 1, 2020; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 (coronavirus) a pandemic, and on March 13, 2020, the President of the United States issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S.; and

WHEREAS, on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

WHEREAS, on March 16, 2020, the Mayor of the city of Boise City (“Boise City”), Lauren McLean, declared a local disaster emergency, as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), in Boise City due to the threat that COVID-19 poses to the health and welfare of the residents of Boise City, and on March 17, 2020, the Boise City Council ratified and extended the Declaration of Emergency; and

WHEREAS, on March 17, 2020, and then repealed, replaced, and amended in full on April 7, 2020, the Council for the city of Boise City adopted an ordinance enacting a new Chapter 15 to Title 1, setting forth the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

WHEREAS, on March 25, 2020, Idaho Governor, Brad Little, by way of the Idaho Department of Health and Welfare, Order of the Director, issued the Order to Self-Isolate for the State of Idaho, requiring all individuals living in the State of Idaho to self-isolate at their place of residence; and

WHEREAS, Title 1, Chapter 15 provides that the Boise City Council should be consulted on such Public Health Emergency Orders and may ratify or veto such Public Health Emergency Orders by a majority of the Boise City Council; and

WHEREAS, the members of the Boise City Council (hereinafter “we”) feel that it is important to express support for actions taken by the Mayor to protect the public health in Boise City; and
CITY OF BOISE

WHEREAS, we encourage our citizens and all of those who work in or visit our city to abide by these orders to protect everyone from continued spread of COVID-19.

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

Section 1. That Public Health Emergency Order 20-05, Reopening Boise City: Stage One, be ratified in its entirety.

Section 2. That Public Health Emergency Order 20-05, Reopening Boise City: Stage One, remains in full force and effect through its termination date.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
PUBLIC HEALTH EMERGENCY ORDER No. 20-05

REOPENING BOISE CITY: STAGE ONE

May 1, 2020

WHEREAS, on March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 (coronavirus) a pandemic, and on March 13, 2020, the President of the United States issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S.; and

WHEREAS, on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

WHEREAS, on March 16, 2020, the Mayor of the city of Boise City ("Boise City"), Lauren McLean, declared a local disaster emergency, as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), in Boise City due to the threat that COVID-19 poses to the health and welfare of the residents of Boise City, and on March 17, 2020, the Boise City Council ratified and extended the Declaration of Emergency; and

WHEREAS, on March 17, 2020, and repealed and replaced in full on April 7, 2020, the Council for Boise City adopted an ordinance enacting a new Chapter 15 to Title 1, setting forth the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

WHEREAS, on March 25, 2020, and amended on April 15, 2020, Governor Little, by way of the Idaho Department of Health and Welfare Order of the Director, issued an Order to Self-Isolate ("Order to Self-Isolate"), requiring all individuals living in the State of Idaho to self-isolate at their place of residence; and

WHEREAS, on April 30, 2020, Governor Little entered, in conjunction with the Idaho Department of Health and Welfare Order of the Director, an order titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Order, dated May 1, 2020, providing requirements for reopening certain businesses and permitting certain activities in Stage 1 of the State’s reopening plan (Stay Healthy Order – Stage One”).

WHEREAS, Section 11 of the Stay Healthy Order – Stage One allows cities to enact more stringent public health orders than those set out in the Stay Healthy Order – Stage One; and

WHEREAS, the Mayor of Boise City, Lauren McLean, finds it necessary to implement certain requirements to build on and strengthen the strategy set forth in the Stay Healthy Order – Stage One to protect the health, safety and welfare of the citizens of Boise City by mitigating any negative repercussions of reopening the community due to Boise City’s large population, size and scope of City services offered, and status as the State of Idaho’s business and transportation hub.

NOW, THEREFORE, I, Lauren McLean, Mayor of Boise City, Idaho, by virtue of the
authority vested in me by Boise City Code 1-15-05, Idaho Code Title 50, Chapters 3 and 6, and Article XII, Section 2 of the Idaho Constitution, to protect the public hereby issue this Public Health Emergency Order 10-05 – Reopening Boise City: Stage One (“Emergency Order 20-05”):

Section 1. Stay Healthy Order - Stage One – Incorporated Herein. The Stay Healthy Order – Stage One is hereby incorporated in its entirety in this Emergency Order 20-05 except as otherwise specifically set forth herein.

Section 2. Businesses - Required Compliance. All businesses that are eligible to reopen pursuant to the Stay Healthy Order – Stage One must comply with all social distancing and sanitations recommendations and requirements as provided in Section 7 of the Stay Healthy Order – Stage One and Section 3 of this Emergency Order 20-05. To the extent feasible, these requirements are mandatory within Boise City. Additionally, all businesses that are eligible to reopen pursuant to the Stay Healthy Order – Stage One must comply with all relevant recommendations and requirements for Stage 1 business reopening as provided for by Central District Health (“CDH”) and as found at https://rebound.idaho.gov/.

Section 3. Individuals - Social Distancing and Sanitation Requirements- Required Compliance. To the extent individuals are outside of their residence, individuals must comply with Section 7 of Stay Healthy Order – Stage One, including, but not limited to:

A. Individuals shall maintain at least six (6) feet minimum physical distancing from other individuals, whenever possible.

B. Individuals shall:
   i. Wash hands with soap and water for at least 20 seconds as frequently as possible or use hand sanitizer;
   ii. Cover coughs or sneezes (into the sleeve or elbow, not hands);
   iii. Regularly clean high-touch surfaces; not shake hands;
   iv. Stay home if sick; and
   v. Strongly consider the use of face coverings while in public.

Section 4. Group Gatherings. Public and private gatherings of individuals are prohibited, with the exception of household members or as provided by the Stay Healthy Order – Stage One.

Section 5. Airport Public Area Access. Access to the public areas of the Boise Airport terminal is restricted to individuals who can demonstrate they fall within one of the following categories:

A. Ticketed airline passengers;

B. An individual accompanying a ticketed airline passenger, provided the passenger needs assistance with arrival or departure;
C. Individuals whose employment requires access to public areas;

D. Individuals who have been authorized by airport officials or have a business need to access the public areas;

E. Individuals in vehicles who are at the passenger pick up and drop-off locations waiting for or dropping off ticketed passengers; and

F. Individuals in rental vehicles at the airport pick up and/or drop off rental car locations.

Section 6. Penalty and Enforcement. Individuals and businesses within Boise City are urged to voluntarily comply with the Stay Healthy Order - Stage One and this Emergency Order No. 20-05. Boise City will make efforts to educate individuals and businesses to achieve compliance. However, pursuant to Section 8 of the Stay Healthy Order – Stage One and Idaho Code § 56-1003(7)(c), Boise City shall enforce compliance with the requirements of the Stay Healthy Order – Stage One. Failure to comply with the Stay Healthy Order – Stage One shall be a misdemeanor punishable by fine, imprisonment, or both. In accordance with Boise City Code Section 1-15-10, any person who knowingly violates the provisions of this Emergency Order No. 20-05 shall be guilty of a misdemeanor, punishable by fine, imprisonment, or both.

Section 7. Governing Language. To the extent this Emergency Order No. 20-05 is more stringent than the Stay Healthy Order – Stage One, the language of this Emergency Order No. 20-05 shall govern.

Section 8. Costs. No person shall be entitled to recover from Boise City any costs incurred, or profits lost as many be attributed to the enactment of this Order.

Section 9. Severability. To the extent any provision of this Emergency Order No. 20-05 or its application to any person or business is held to be invalid, the remainder of this Emergency Order No. 20-05, including any application thereof, shall remain in full force and effect. To this end, provisions of this Emergency Order No. 20-05 are severable.


Section 11. Effective Date. This Emergency Order shall take effect at 12:01 a.m. on May 1, 2020. This Public Health Emergency Order shall remain in effect for thirty (30) days unless it is terminated, modified or extended at an earlier date. The Mayor, in consultation with CDH and local healthcare providers, will monitor the state of Boise City pursuant to the gating criteria outlined at https://rebound.idaho.gov/, specifically the syndromic, epidemiologic, and healthcare indicators to determine whether this Emergency Order No. 20-05 should be amended, modified or terminated in advance of the thirty (30) day expiration.

Lauren McLean, Mayor

PUBLIC HEALTH EMERGENCY ORDER No. 20-05 - Page 3 of 4
TO: Mayor and Council
FROM: Elizabeth Koeckeritz, Legal
NUMBER: RES-185-20
DATE: April 28, 2020
SUBJECT: Approval of Amended and Reissued Public Health Emergency Order 20-01

BACKGROUND:

Boise City Code Title 1, Chapter 15 provides the Mayor certain powers during a Public Health Emergency, as that term is defined in the Ordinance. The code provides that Boise City Council may be consulted in the enactment of any Public Health Emergency Order and may veto or ratify any Public Health Emergency Order. This Resolution ratifies the Mayor’s actions concerning Amended and Reissued Public Health Emergency Order 20-01, (Suspension of Public Hearings) enacted April 30, 2020.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Amended and Reissued Emergency Order 20-01 (PDF)
CITY OF BOISE

Resolution NO. RES-185-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION RATIFYING THE AMENDED AND REISSUED PUBLIC HEALTH EMERGENCY ORDER 20-01 (SUSPENSION OF PUBLIC MEETINGS) DATED APRIL 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 (coronavirus) a pandemic; on March 13, 2020, the President of the United States issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S.; on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 were imminent in Idaho; and on March 16, 2020, the Mayor of the city of Boise City, Lauren McLean, declared a local disaster emergency, as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), in the city of Boise City due to the threat that COVID-19 poses to the health and welfare of the residents of Boise City, and on March 17, 2020, the Boise City Council ratified and extended the Declaration of Emergency; and

WHEREAS, on March 17, 2020, Boise City Council adopted an ordinance enacting a new Chapter 15 within Title 1, setting forth the authority, purpose, and intent of emergency powers to address the threat of COVID-19, which ordinance was repealed and replaced in its entirety on April 7, 2020; and

WHEREAS, on March 19, 2020, Boise City Mayor, Lauren McLean, issued Public Health Emergency Order No. 20-01, Suspension of Public Meetings, suspending certain Boise City commissions, committees, and boards, which Emergency Order was reissued on April 8, 2020; and

WHEREAS, on March 18, 2020, Governor Little issued a proclamation suspending certain public meetings laws (“Governor’s Public Meetings Proclamation”), which permitted all public meetings to be held virtually; and

WHEREAS, on March 25, 2020, Governor Little issued a Statewide Order to Self-Isolate and, on April 15, 2020, issued a Statewide First Amended Order to Self-Isolate (collectively, “Orders to Self-Isolate”).

WHEREAS, on April 30, 2020, Governor Little entered, in conjunction with the Idaho Department of Health and Welfare Order of the Director, an order titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Order, dated May 1, 2020, providing requirements for reopening certain businesses and permitting certain activities in Stage 1 of
the State’s reopening plan (“Stay Healthy Order - Stage One”); and

WHEREAS, the Stay Healthy Order - Stage One recommends against all group gatherings, which would include public meetings; and

WHEREAS, several of the City’s land use planning boards and commissions are statutorily required to hold public hearings, which public hearings are closed related to and required for certain businesses, including construction, to continue to operate; and

WHEREAS, the City deems it in the best interest of its citizens to permit its land use planning boards and commissions to hold meetings and public hearings and to permit such other City boards and commissions to meet as deemed necessary in the Mayor’s discretion or as required by law; and

WHEREAS, Title 1, Chapter 15 provides that the Boise City Council should be consulted on such Public Health Emergency Orders and may ratify or veto such Public Health Emergency Orders by a majority of the Boise City Council; and

WHEREAS, the members of the Boise City Council (hereinafter “we”) feel that it is important to express support for actions taken by the Mayor to protect the public health in Boise City; and

WHEREAS, we encourage our citizens and all of those who work in or visit our city to abide by these orders to protect everyone from continued spread of COVID-19; and

WHEREAS, we continue to act in good faith to prevent further spread of this virus and urge residents to do the same by following the guidelines that have been set forth by the Department of Health and Human Services Center For Disease Control and Prevention (CDC) on social distancing, not gathering in large groups and limiting your movements to necessary and essential trips.

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

Section 1. That the amended and reissued Public Health Emergency Order 20-01, Suspension of Public Meetings, dated April 30, 2020, be ratified in its entirety.

Section 2. That the amended and reissued Public Health Emergency Order 20-01, Suspension of Public Meetings, dated April 30, 2020, remains in full force and effect through its termination date.

Section 3. That this resolution shall be in full force and effect immediately upon its adoption and approval.
PUBLIC HEALTH EMERGENCY ORDER No. 20-01 (amended and reissued)
SUSPENSION OF PUBLIC MEETINGS
April 30, 2020

WHEREAS, on March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 (coronavirus) a pandemic; on March 13, 2020, the President of the United States issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S.; on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 were imminent in Idaho; and on March 16, 2020 the Mayor of the city of Boise City, Lauren McLean, declared a local disaster emergency, as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), in the city of Boise City due to the threat that COVID-19 poses to the health and welfare of the residents of Boise City, and on March 17, 2020, the Boise City Council ratified and extended the Declaration of Emergency; and

WHEREAS, on March 17, 2020, Boise City Council adopted an ordinance enacting a new Chapter 15 within Title 1, setting forth the authority, purpose, and intent of emergency powers to address the threat of COVID-19, which ordinance was repealed and replaced in its entirety on April 7, 2020; and

WHEREAS, on March 19, 2020, Boise City Mayor, Lauren McLean, issued Public Health Emergency Order No. 20-01, Suspension of Public Meetings, suspending certain Boise City commissions, committees, and boards, which Emergency Order was reissued on April 8, 2020; and

WHEREAS, on March 18, 2020, Governor Little issued a proclamation suspending certain public meetings laws (“Governor’s Public Meetings Proclamation”), which permitted all public meetings to be held virtually; and

WHEREAS, on March 25, 2020, Governor Little issued a Statewide Order to Self-Isolate and, on April 15, 2020, issued a Statewide First Amended Order to Self-Isolate (collectively, “Orders to Self-Isolate”).

WHEREAS, on April 30, 2020, Governor Little entered, in conjunction with the Idaho Department of Health and Welfare Order of the Director, an order titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Order, dated May 1, 2020, providing requirements for reopening certain businesses and permitting certain activities in Stage 1 of the State’s reopening plan (“Stay Healthy Order – Stage One”); and

WHEREAS, the Stay Healthy Order – Stage One recommends against all group gatherings, which would include public meetings; and

WHEREAS, several of the City’s land use planning boards and commissions are statutorily required to hold public hearings, which public hearings are closed related to and required for certain businesses, including construction, to continue to operate; and

WHEREAS, the City deems it in the best interest of its citizens to permit its land use planning boards and commissions to hold meetings and public hearings, and to permit such other REISSUED AND AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-01 Page 1 of 2
City boards and commissions to meet as deemed necessary in the Mayor's discretion or as required by law.

NOW, THEREFORE, I, Lauren McLean, Mayor of the City of Boise, Idaho, by virtue of the authority vested in me by Boise City Code Title 1, Chapter 15, and the common law authority to protect the public in the event of an emergency issue this Amended and Reissued Emergency Order 20-01 – Suspension of Public Meetings ("Amended Emergency Order 20-01").

Section 1. In light of the Governor's Public Meetings Proclamation, the Stay Healthy Order – Stage One, the guidelines of the Department of Health and Human Services Centers for Disease Control and Prevention ("CDC"), the recommendations and guidelines of Central District Health, and in accordance with Boise City Code Section 1-15-08, I hereby suspend all meetings of Boise City commissions, committees, and boards except as set forth in Section 2, herein.

Section 2. The following commissions, committees and boards shall meet:

   a. Planning and Zoning Commission (B.C.C. Title 2, Chapter 4);
   b. Design Review Committee (B.C.C. Title 11, Chapter 2);
   c. Historic Preservation Commission (B.C.C. Title 11, Chapter 2);
   d. Other commissions, committees and boards as deemed necessary in the Mayor and Department Director's discretion or as otherwise legally required.

Section 3. In accordance with Boise City Code Section 1-15-10, any person who knowingly violates the provisions of Section 1 of this order shall be guilty of a misdemeanor.

Section 4. This Amended Emergency Order 20-01 supersedes its entirety Emergency Order 20-01.

Section 5. This Emergency Order shall take effect on May 1, 2020, and in accordance with Boise City Code Section 1-15-06(E), shall remain in effect for thirty (30) days and may be extended pursuant to Boise City Code.

Lauren McLean, Mayor
## CURRENT EXPENSE CASH PAYMENT REGISTER

**04/16/20**

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Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $1,207,174.94 (Check report April 30 2020)
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<thead>
<tr>
<th>Vendor Name</th>
<th>Check/ACH</th>
<th>Date</th>
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1,207,174.94

Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $1,207,174.94 (Check report April 30 2020)
## City of Boise
### Treasury Office

#### State of the Treasury Report
For the Month Ending
March 2020

<table>
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<td>HARRIS RANCH CID</td>
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<td><strong>$66,504,096.33</strong></td>
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* The above accounts are held at US bank.

#### INVESTMENTS (BOOK VALUE)

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<tr>
<th>ACCOUNT</th>
<th>BALANCE ON 3/1/2020</th>
<th>NET INCREASES (DECREASES)</th>
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<td>$310,683,518.28</td>
<td>$(9,291,836.25)</td>
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TOTAL CASH AND INVESTMENTS

$308,592,239.86

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: James Smith, Legal
NUMBER: RES-134-20
DATE: March 31, 2020
SUBJECT: Trailhead Office Lease and Entrepreneurship Consulting Agreement

BACKGROUND:

For the past five years, the City and CCDC have worked together to provide a benefit to the citizens of Boise by encouraging private investment in urban areas through facilitating business education, connecting entrepreneurs to resources, and increasing the interaction between entrepreneurs and local businesses located in downtown. This cooperative endeavor has been known as Trailhead and is located at 500 S. 8th Street in space leased by CCDC.

The City is not a party to the lease. However, the City and CCDC have shared Trailhead lease expenses for the past five years under the terms and conditions of a Memorandum of Understanding, with the City contributing half of the annual rent. On December 17, 2019, the City approved a new MOU to continue this arrangement. The new MOU addresses both the leasing of business space and the selection of the business consultant for services related to economic development and entrepreneurship. Having renewed their MOU, the City and CCDC have also agreed to the form of a new lease and a new consulting agreement for the Trailhead space.

Office Lease

The new lease is different from the previous one on these key provisions:

- **Term**: The new lease term is two (2) years with three (3) one (1)-year extensions. The previous lease term was five (5) years.

- **Structure**: The new lease is structured as a gross lease rather than a “triple-net” lease. Under the gross lease structure of the new lease, the landlord is responsible.
for all operating expenses, including costs of repairs and maintenance, with some exceptions.

- **Cost:** The total annual cost to the City for the first two years will be $91,500, with increases of 3% or the percent change of the C.P.I. for the previous 12 months, whichever is less, for each of the extension terms. The cost of the 50% rent share paid by the City in the final year of the previous lease was approximately $81,577. The new annual rent share amount represents an increase of approximately 12% over the amount of the annual share of rent paid by the City in the final year of the previous lease.

**Entrepreneurship Consulting Agreement**

In addition to the lease, the City has also been party to an Entrepreneurship Consulting Agreement (the “Agreement”), which sets forth the terms for the services to be provided by Actuate Boise, Inc. (d.b.a. Trailhead), a non-profit business entity. The Agreement governs the specific responsibilities of Actuate to the City and CCDC, such as what services are expected to be provided, as well as requirements for quarterly meetings and associated reporting, financial reporting, maintenance of records, and related items. The Agreement requires the parties to negotiate what portion of rent, if any, Actuate will contribute during any extension term on the lease. The option to renew the Lease and the Agreement occur concurrently, and any changes contemplated to the Agreement may occur at the time of the renewal option.

**Recommended Action and Next Steps**

City staff recommends approval. This resolution approves the attached (1) Office Lease between CCDC and Rim View, LLC, for which the City and CCDC will share expenses under their MOU; and (2) Entrepreneurship Consulting Agreement between the City, CCDC, and Actuate Boise, Inc. These will allow the City and CCDC to continue their contractual relationship with Actuate, Inc., d.b.a. Trailhead and receive entrepreneurial consulting services for another two (2) years, with the option to renew and modify the Lease and Agreement for additional terms.

**FINANCIAL IMPACT:**

The total annual cost to the City for the first two years of rent will be $91,500, with increases of 3% or the percent change of the C.P.I. for the previous 12 months, whichever is less, for each of the three extension terms.

**ATTACHMENTS:**

- Office Lease 500 S. 8th Street (PDF)
CITY OF BOISE

- Actuate Trailhead - Entrepreneurship Consulting Agreement (PDF)
CITY OF BOISE

Resolution NO. RES-134-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING AN OFFICE LEASE BY AND BETWEEN CAPITAL CITY DEVELOPMENT CORPORATION AND RIM VIEW, LLC; APPROVING AN ENTREPRENEURSHIP CONSULTING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY, THE CAPITAL CITY DEVELOPMENT CORPORATION, AND ACTUATE BOISE, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE ENTREPRENEURSHIP CONSULTING AGREEMENT FOR AND ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Office Lease, by and between the Capital City Development Corporation and Rim View, LLC, a copy of which is attached hereto and incorporated herein by reference, shall be, and hereby is, approved as to form and content.

Section 2. That the Entrepreneurship Consulting Agreement, by and between the city of Boise City, Capital City Development Corporation, and Actuate Boise, Inc., a copy of which is attached hereto and incorporated herein by reference, shall be, and hereby is, approved as to form and content.

Section 3. That the Mayor and City Clerk, respectively, hereby are authorized to execute and attest the Entrepreneurship Consulting Agreement for and on behalf of the city of Boise City.

Section 4. That this resolution shall be in full force and effect immediately upon its adoption and approval.
OFFICE LEASE
500 S. 8th Street, Boise, Idaho

THIS OFFICE LEASE is made and entered into as of the ___ day of _____________, 2020, by and between RIM VIEW LLC, an Idaho limited liability company (“Landlord”), and CAPITAL CITY DEVELOPMENT CORPORATION, a public body, politic and corporate, of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code (“Tenant”). Landlord and Tenant may be referred to herein as the “parties” or a “party” as the case may be. The “Effective Date” of this Lease shall be the date signed by both parties (last date signed).

WITNESSETH:

FOR AND IN CONSIDERATION of the respective covenants, agreements, and obligations hereinafter set forth, Landlord and Tenant do hereby agree as follows:

ARTICLE I. PREMISES

Section 1.1 Leased Premises. Landlord owns and hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises (“Premises”) situated in the County of Ada, State of Idaho, which consists of approximately 7,600 rentable square feet of ground floor space in the building (“Ground Floor”), and 7,200 of unfinished basement space in the building (“Basement”) for a total of 14,800 rentable square feet, located at 500 S. 8th Street, Boise, Idaho (“Building”). The Ground Floor and Basement are shown as the Premises on the Floor Plans attached hereto as Exhibit “A”.

Section 1.2 Tenant Improvements. Landlord is providing the Premises upon a “As-Is” basis based upon the Floor Plans (Exhibit “A”) which is attached to this Lease. Additional Tenant Improvements are to be done at the Tenant’s sole cost and, pursuant to Section 14.1, all alterations, other than standard repair and maintenance, will require the prior approval of the Landlord, which such approval shall not be unreasonably withheld.

ARTICLE II. LEASE TERM

Section 2.1 Lease Term. The Term of this Lease shall be for twenty-four (24) months, beginning upon May 1, 2020.

Section 2.2 Optional Renewal Terms. Tenant shall, provided the Lease is in full force and effect and Tenant is not then in default under any of the other terms and conditions of the Lease at the time of notification or commencement, have the right to elect to renew the Term of the Lease for up to three (3) sequential one (1) year renewal terms (the “Renewal Term”), shown below, for the portion of the Premises being leased by Tenant as of the date the Renewal Term is to commence, on the same terms and conditions set forth in the Lease except as modified by Section 3.2 below.
First optional renewal term: May 1, 2022 to April 30, 2023
Second optional renewal term: May 1, 2023 to April 30, 2024
Third optional renewal term: May 1, 2024 to April 30, 2025

Section 2.3 Required Notice for Renewal Terms. Tenant shall deliver to Landlord a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than thirty (30) days before the last day of the then current term. The failure of Tenant to exercise the option for one or more Renewal Term in the manner and within the time herein provided shall terminate the rights of Tenant with respect to the Renewal Terms.

ARTICLE III. RENT

Section 3.1 Monthly Rent. Commencing upon February 1, 2020, and continuing for twenty-four (24) months, Tenant shall pay the monthly rent amount of FIFTEEN THOUSAND TWO-HUNDRED FIFTY DOLLARS ($15,250) to Landlord for the Premises. The monthly rent is payable, in advance and without demand, on the first day of each month during the Term of this Lease. Monthly rent paid by Tenant to Landlord shall be in lawful money of the United States of America. Failure of Tenant to pay monthly rent as herein required shall constitute a default under the terms hereof. All rent shall be paid to Landlord at the address to which notices to Landlord are given.

Section 3.2 Monthly Rent for Renewal Terms. If Tenant elects to renew the Term of the Lease in the manner described in Section 2.2 above, Tenant’s monthly rent amount for each Renewal Term shall be the lesser of: a.) the previous term’s monthly rent amount plus three percent (3%); or b.) the previous term’s monthly rent amount plus the most recent 12-month percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region.

Section 3.3 Gross Lease. This is intended to be a Gross Lease, with Landlord covering all of the building expenses (the “Operating Expenses”) except those costs which are the sole responsibility of the Tenant as provided herein. Landlord and Tenant understand Operating Expenses to include all of the following: Landlord’s administration costs and overhead; costs of repairs and maintenance of the Building (including common areas as hereinafter defined); building insurance; real property and improvement taxes, assessments, and insurance premiums (including plate glass insurance) required to be paid by Landlord in this Lease; snow removal benefitting the Building; fire alarm monitoring; all capital improvements and replacements (including HVAC and plumbing); cleaning and sweeping exterior and grounds; planting, landscaping, and re-landscaping; exterior window cleaning; roof repair and maintenance; all supplies, labor, and materials utilized in connection with the operation of the Building except janitorial; and Tenant access to the paved parking lot on 8th Street is included in this Lease.

Section 3.4 Late Payment; Liquidated Damages. Tenant acknowledges that late payment of any rent or other amount due and payable hereunder shall cause Landlord to incur costs and expenses not contemplated by this Lease, the exact amount of which cannot be ascertained. Accordingly, if any installment of rent or other amount due under this Lease is not received by Landlord within ten (10) days after its due date, without the requirement of
Landlord to make demand therefore, Tenant shall pay to Landlord liquidated damages equal to five percent (5%) of such overdue rent or other amount. The parties agree that said liquidated damages and the amount thereof represent a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of such late payment. Landlord’s acceptance of a late payment and the liquidated damages shall not constitute a waiver by Landlord of Tenant’s default with respect to such overdue rent or other payment due, nor prevent Landlord from exercising any other rights and remedies provided in this Lease.

**ARTICLE IV. SECURITY DEPOSIT**

Concurrent with the Tenant’s execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of $15,250.00. Said sum shall be held by Landlord as security for Tenant’s faithful performance of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant. If Tenant defaults with respect to any provisions of this Lease, including (but not limited to) the provisions relating to the payment of rent and any of the monetary sums due herewith, Landlord may (but is not required to) use, apply, or retain all or any portion of the security deposit for payment of the same or any other amount which Landlord may spend or become obligated to spend by reason of Tenant’s default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant’s default. If any portion of said deposit is so used or applied, Tenant shall, within 10 business days after receipt of written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount; and Tenant’s failure to do so is a material breach of this Lease. Landlord is not required to keep the security deposit separate from Landlord’s general funds, and Tenant is not entitled to interest on such deposit. If Tenant faithfully and fully performs every provision of this Lease to be performed by Tenant, the security deposit or any balance thereof will be refunded to Tenant within fifteen (15) days after the expiration or termination of this Lease. In the event of termination of Landlord’s interest in the Building, Landlord shall transfer the security deposit to Landlord’s successor in interest, whereupon Rim View LLC shall be relieved from all liability to Tenant for the return of such deposit to Tenant.

**ARTICLE V. USE OF PREMISES**

**Section 5.1 Use.** Except as approved by Landlord at such time as Tenant requests consent to sublet or assign its rights hereunder (as provided below), Tenant shall use the Premises solely for general office and storage use. As used herein, “general office” use includes holding workshops, events, and classes. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have access to the Premises seven days a week, twenty-four hours a day.

**Section 5.2 Compliance with Laws.** Tenant shall comply with all laws concerning the Premises or Tenant’s use of the Premises, including, without limitation, the obligation to alter or maintain the Premises in compliance and conformity with all present and future laws relating to the condition, use, or occupancy of the Premises; provided, however, that Tenant shall not be responsible for any non-compliance that exists at the time of execution of this Lease.
Landlord agrees to comply with all requirements and be wholly responsible for any accommodations required of the Americans with Disabilities Act (Public Law-101-36 (July 26, 1990)) (“ADA”) applicable to the exterior of the Building during the term of the Lease to accommodate Tenant’s employees, invitees and customers. Tenant agrees to comply with all requirements and be wholly responsible for any accommodations required of the ADA applicable to the interior of the Building during the term of the Lease to accommodate Tenant’s employees, invitees and customers. Each party shall hold the other harmless from any and all expenses, liabilities, costs or damages suffered by the other as a result of such party’s failure to fulfill its responsibility as set forth herein. No provision in the Lease should be construed in any manner as permitting, consenting to or authorizing either party to violate the requirements under the ADA and any provision of the Lease which might be construed as authorizing a violation of the ADA shall be interpreted in a manner which requires compliance with the ADA. Each party shall cooperate fully with the other to enable the other to timely comply with the provisions of the ADA and each agree to inform the other immediately of any notice received by it regarding complaints, inquiries or claims by anyone alleging a violation of the ADA.

Section 5.3 Effect on Insurance. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Building. If the rate of any insurance to be carried by Landlord is increased as a result of Tenant’s use for any purpose other than as set forth in Section 5.1 above, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord’s insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

Section 5.4 Waste; Nuisance. Tenant shall not do anything on the Premises that will cause damage to the Premises or the Building; nor shall Tenant use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of other portions of the Building, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises.

Section 5.5 Electrical Requirements. If Tenant installs on the Premises any electrical equipment which causes an overload on the electrical service to the Premises, Tenant shall, at Tenant’s own cost and expense, make whatever changes are necessary to comply with the requirements of insurers, the utility company supplying said electrical service, and any governmental authorities having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord’s consent to such overloading.

Section 5.6 Disposal of Refuse. Subject to Landlord’s obligations set forth in Section 10.2 below, Tenant shall, at all times, keep the Premises and adjacent walkways, loading areas, and service entrances clean and clear of obstacles. Tenant shall store all trash and garbage within the Premises or in an area designated by Landlord as appropriate therefor.

Section 5.7 Suitability. Except as otherwise provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representations or warranty with
respect to the Premises or with respect to the suitability of the Premises or the Building for the
conduct of Tenant’s business, nor has Landlord agreed to undertake any modification,
alteration, or improvement to the Premises except as provided in this Lease. Tenant’s taking
possession of the Premises shall conclusively establish that the Premises were, at such time, in
satisfactory condition, unless, within ten (10) days after such date, Tenant gives Landlord
written notice specifying in reasonable detail the respects in which the Premises or the Building
were not in satisfactory condition.

Section 5.8  Prohibited Sales. Tenant shall not use, or permit any person or persons to
use, the Premises, or any part thereof, for conducting therein an auction, liquidation sale,
distress or fire sale, bankruptcy sale, or going-out-of-business sale.

Section 5.9  Rules and Regulations. Tenant shall comply with any reasonable Building
or parking rules and regulations of Landlord as may now exist or may hereafter be established
or from time to time be amended by Landlord, provided that no such reasonable rules or
amendments shall materially increase Tenant’s obligations under this Lease. Landlord shall not
be liable to Tenant for any violation of such rules and regulations by any other tenant or for
failure to enforce such rules and/or regulations.

Section 5.10  Exclusive. No exclusive rights are granted under this Lease.

ARTICLE VI. COMMON AREAS

Section 6.1  Definition. As used in this Lease, the term “common areas” means the land
and improvements which, at the time in question, have been designated by Landlord for
common use by or for the benefit of more than one tenant, including, without limitation, any
land and facilities used for or as service corridors, stairways, landscaped areas, exterior walls
(except those abutting the Premises), elevators, interior corridors, rest rooms, drinking
fountains, outside areas, and other public facilities.

Section 6.2  Access; Management. Tenant shall have a nonexclusive right during the
term of this Lease to use common areas for itself, its employees, agents, customers, invitees,
and licensees, in common with other tenants and their customers. However, all common areas
shall be subject to the exclusive control and management of Landlord or such other persons or
nominees to whom Landlord may have delegated or assigned the right to exercise such
management or control, in whole or in part, in Landlord’s place and stead, and Landlord and
Landlord’s nominees and assignees shall have the right to establish, modify, amend, and
enforce reasonable rules and regulations with respect to the common areas. Tenant agrees to
abide by and conform with such reasonable rules and regulations, to cause its concessionaires,
and its and their employees and agents, so to abide and conform, and to use its best efforts to
cause its customers, invitees, and licensees to so abide and conform. It shall be Tenant’s duty to
keep all of said areas free and clear of any obstructions created or permitted by Tenant or
resulting from Tenant’s operation, and in no event shall Tenant have the right to sell or solicit in
any manner in any of the common areas without the prior written consent of Landlord. If any
common area expenses are increased by reason of Tenant’s operation of its business on a 24-
hour basis, Tenant shall, immediately upon demand, reimburse Landlord for such increased
expenses. If the exterior doors are rekeyed by Tenant, Landlord shall be provided keys for all exterior doors at Tenant’s expense.

**Section 6.3 Closure.** Except as otherwise provided in this Lease, Landlord shall have the right to close, if necessary, all or any portion of the common areas to such extent as may, in the opinion of Landlord’s counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the common areas to discourage noncustomer use; to use portions of the common areas while engaged in making additional improvements, repairs, or alterations to the Building; and to do and perform such other acts in, to, and with respect to the common areas as in the use of good business judgment Landlord shall determine to be appropriate to the Building; provided that no such work shall materially affect access to the Premises.

**Section 6.4 Changes.** Except as otherwise provided in this Lease, Landlord shall have the right to increase or reduce the common areas, to rearrange improvements on the common areas, and to make such changes therein and thereto from time to time which, in Landlord’s opinion, are deemed to be desirable and for the best interest of all persons using said common areas, in Landlord’s sole and absolute discretion, provided, however, that Landlord shall give Tenant sixty (60) days advance written notice of any such changes and that no such changes shall materially affect the Premises.

**Section 6.5 Deliveries.** Tenant agrees that Tenant and Tenant’s concessionaires and their respective officers, agents, employees, vendors, suppliers, and other independent contractors will use such access points and will operate trucks and trailers in delivering merchandise to and from the Premises: a.) upon and over such access points as are designated therefor by Landlord as a means of ingress to and egress from the Premises; and b.) at such times of the day that deliveries do not unreasonably interfere with the business of other tenants.

**ARTICLE VII. UTILITIES**

**Section 7.1 Utility Charges; Hookup Fees.** Tenant covenants to promptly, and as the bills therefore become due and payable, pay for any and all heat, air conditioning, water, light, power and/or other utility service, including garbage, trash removal, and sewage disposal, and all hookup fees or charges in connection therewith, used by Tenant in or about the Premises during the term of this Lease, whether such bills be presented before or after termination of the occupancy of said Premises by Tenant. Landlord shall not be liable for any interruption or failure in the supply of any utility to the Premises unless caused by Landlord’s negligence or intentional act.

**Section 7.2 Reimbursement to Landlord.** Intentionally Omitted.

**Section 7.3 Common Utility Facilities.** Intentionally Omitted.
ARTICLE VIII. AIR CONDITIONING AND HEATING

Landlord shall provide Tenant with adequate heating and air conditioning fixtures as may be required for the use and occupancy of the Premises as office and storage space in order to maintain the temperature within the Premises in a range reasonably comfortable for human occupation, and represents and warrants to Tenant that they are, and will be, in good working order as of the day Tenant takes possession. Landlord covenants to maintain the air conditioning and heating system serving the Premises at appropriate temperatures for the convenience of its occupants. Landlord shall be responsible for the costs of maintenance, quarterly servicing, and repair of the heating and air conditioning system in accordance with the provisions of Section 10.2.

ARTICLE IX. TAXES AND OTHER ASSESSMENTS

Section 9.1 Personal Property Taxes. Tenant shall pay, before delinquency, all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon or measured by the value of its business operation, including but not limited to the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises by Tenant. Landlord shall pay any Downtown Business Association charges, fees or assessments for the Tenant’s use, the Premises, or the Building, should the Downtown Business Improvement District be expanded to include the Building. If at any time during the term of this Lease any of the foregoing are assessed as a part of the real property of which the Premises are a part, Tenant shall pay to Landlord, upon demand, the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

ARTICLE X. MAINTENANCE AND REPAIR OF PREMISES

Section 10.1 Tenant’s Obligation. Tenant shall at all times keep the Premises in good order and condition, excepting normal wear and tear. Tenant agrees to keep sidewalks and service areas adjacent to the Premises clear of Tenant’s rubbish and refuse.

Section 10.2 Landlord’s Obligation. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition all portions of the Premises, including but not limited to the interior of abutting walls; interior entrances, interior doors, and interior glass; interior walls (including the interior walls which separate the Premises from adjoining tenant space); exterior walls; utility meters; all fixtures and equipment, including lighting, heating, ventilation and air conditioning facilities, electrical, plumbing (including all pipes, wiring and other items within, above, below or exclusively serving the Premises); floor covering; ceilings; the roof; all interior portions of the Premises; all exterior glass (and any deductible portion of Landlord’s plate glass insurance to the extent it is not covered by Landlord’s plate glass insurance), windows and exterior doors; fire sprinklers; and all structural parts of the Premises and structural floor (except all floor covering), and replacements not covered in Article VIII and/or Section 10.1 above at Landlord’s cost without reimbursement. Except for the foregoing, Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements,
or improvements to and upon the Premises; nor shall Landlord be required to make repairs necessitated by reason of the negligence of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions, or improvements made by Tenant or anyone claiming under Tenant. Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Landlord unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant’s written notification.

Section 10.3 Failure to Repair. If Landlord refuses or neglects to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Tenant, Tenant shall have the right, upon giving Landlord ten (10) days written notice of Tenant’s election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Landlord. In such event, such work shall be paid for by Landlord and shall be due promptly upon receipt of a bill therefor. No exercise by Tenant of any rights herein reserved shall entitle Landlord to any damages for any injury or inconvenience occasioned thereby.

ARTICLE XI. INSURANCE

Section 11.1 Tenant’s Obligation. During the term of this Lease, Tenant shall obtain and maintain, or cause to be obtained and maintained, at Tenant’s sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided:

Subsection 11.1.1 Public Liability and Property Damage. Tenant shall obtain and maintain comprehensive public liability insurance with coverage of not less than $2,000,000.00 (combined single limit), insuring against claims for bodily injury, death or property damage founded upon Tenant’s use of the Premises and other portions of the Building, or arising out of or relating to Tenant’s maintenance, use, and occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement(s) contained in this Lease as to liability for injury to or death of persons and injury or damage to property, and shall name, as additional insureds, Landlord and Landlord’s lenders as designated by Landlord from time to time.

Subsection 11.1.2 Premises Facilities Furnished and Installed by Tenant and Personal Property. Tenant shall obtain and maintain insurance covering all of the items comprising Tenant’s leasehold improvements, trade fixtures, equipment, and personal property from time to time in, on, or upon the Premises in an amount not less than ninety percent (90%) of their full replacement cost, providing protection against any period included within the classification of “fire and extended coverage,” together with insurance against sprinkler damage, vandalism, and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate under the provisions hereof dealing with destruction of the Premises.
**Section 11.2 Landlord’s Obligation.** Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises and the Building, in an amount not less than ninety percent (90%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings), and providing protection against any peril generally included within the classification of “fire and extended coverage.” In addition, Landlord shall have the right to purchase and keep in force rent insurance to protect Landlord against loss of rent during the period of repair or replacement of all or a portion of the Building in the event of loss or damage thereto, at Landlord’s sole cost. The insurance provided for in this Section may be bought within the coverage of a blanket policy or policies of insurance carried and maintained by Landlord.

**Subsection 11.2.1 Plate Glass.** Landlord shall obtain and maintain full coverage plate glass insurance for all plate glass on the Premises. Any replacement plate glass will be of like kind and quality.

**Section 11.3 Policy Form.** All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Idaho. Each policy and the issuing company shall be satisfactory to Landlord and any lender holding a security interest in the Building. Landlord and Tenant shall be a named insured or additional insured on all such policies. Such policies shall be for the mutual and joint benefit and protection of Landlord and Tenant, and or certificates thereof shall be delivered to Landlord within ten (10) days prior to the commencement date of the term of this Lease, and thereafter within thirty (30) days prior to the expiration of the term of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. To the extent commercially reasonable, all policies of insurance procured by Tenant shall contain a provision that the company writing said policy shall give Landlord thirty (30) days’ written notice in advance of any cancellation, lapse or reduction in the amounts of insurance. All public liability, property damage, and other casualty policies required of Tenant to be purchased and maintained shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

**Section 11.4 Adjustment of Coverage.** Not more frequently than every three (3) years during the term of this Lease, if, in the opinion of Landlord based on industry and local standards, the amount of public liability and property damage insurance required to be carried by Tenant is at that time not adequate, Tenant shall increase insurance coverage as reasonably determined by Landlord to be adequate.

**Section 11.5 Failure of Tenant to Insure.** In the event that Tenant shall fail to purchase and keep in force any of the insurance required of Tenant in this Article XI, Landlord may (but shall not be required to) purchase and keep in force the same, in which event Tenant shall reimburse Landlord as an operating expense. Landlord’s election to purchase said insurance on behalf of Tenant shall not constitute a curing of the default occasioned by Tenant’s failure nor be an election of remedies otherwise available to Landlord.
ARTICLE XII. DAMAGE TO PREMISES

Section 12.1 Fully Tenantable. If the Premises are damaged by fire or other casualty (hereinafter “occurrence”), but are not thereby rendered untenable, in whole or in part, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the rent shall not be abated.

Section 12.2 Partially Untenable. If the Premises shall be rendered partially untenable by reason of such occurrence, Landlord shall cause the damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the minimum monthly rent for the portion of the Premises rendered untenable shall be abated proportionately on a square footage basis so long as said portion remains untenable.

Section 12.3 Totally Untenable. If the Premises shall be rendered totally untenable by reason of such occurrence, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and all rent meanwhile shall be abated. In such event, Landlord shall have the right to elect not to reconstruct the Premises, which right may be exercised by written notice delivered to Tenant within sixty (60) days after such occurrence, and in which case this Lease and the tenancy hereby created shall cease as of the date of said occurrence and all rent shall abate as of that date.

Section 12.4 Uninsured Casualty. If damage to the Premises or to the Building is caused by a casualty for which there is no insurance and the cost of repairing such damage exceeds twenty percent (20%) of the then replacement value of the Premises, Landlord or Tenant shall have the right to cancel and terminate this Lease, which right shall be exercised by written notice delivered to the other party within sixty (60) days from the date of the occurrence. Upon the giving of such notice, the terms of this Lease shall expire upon the third day after such notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

Section 12.5 Destruction of Building. In the event that fifty percent (50%) or more (in value or square footage) of the entire Building shall be damaged or destroyed by fire or other cause, Landlord or Tenant shall have the right to elect to cancel and terminate this Lease by serving written notice on the other party within sixty (60) days from the occurrence. Upon giving of such notice, the term of this Lease shall expire on the third day after such a notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

ARTICLE XIII. CONDEMNATION

Section 13.1 Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the remainder not reasonably adequate for the conduct of Tenant’s business (notwithstanding restoration by Landlord as hereinafter provided), shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date of which the condemning authority takes title or possession, whichever shall first occur.
**Section 13.2 Partial Taking.** In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the minimum monthly rent payable hereunder shall be reduced by an amount that is in the same ratio to the minimum monthly rent as the value of the portion of the Premises taken bears to the total value of the Premises immediately before the taking. Landlord shall promptly, at Landlord’s expense, restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

**Section 13.3 Awards.** Any award for any taking of all or any part of the Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of fee title. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining any award to Tenant for loss of or damage to Tenant’s trade fixtures and removable personal property or for damage for cessation or interruption of Tenant’s business, or for relocation.

**Section 13.4 Sale Under Threat of Condemnation.** A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article XIII.

**ARTICLE XIV. ALTERATIONS AND FIXTURES**

**Section 14.1 Installation; Removal.** Tenant shall not make any alterations or additions to the Premises over $5,000 annually without first obtaining Landlord’s written consent, which consent shall not be unreasonably withheld and Tenant shall provide notice to Landlord of any alterations or additions, including painting, regardless of the costs. All alterations, additions, and improvements made by Tenant to or upon the Premises, except trade fixtures which may be removed without damaging walls, ceilings, or floors (such as removable light fixtures, signs, electrical equipment, cases, or counters), shall remain on and be surrendered with the Premises upon expiration or termination of the term; provided, however, that if, within thirty (30) days after the expiration of the term or earlier termination of this Lease Landlord so directs by written notice to Tenant, Tenant shall within ten (10) days after such notice is served remove the additions, improvements, fixtures, trade fixtures, floor covering, and installations which were placed in the Premises by Tenant and which are designated in said notice, and in such event Tenant shall repair any damage occasioned by such removal, reasonable wear and tear excepted; and if Tenant fails to do so, Landlord may effect said removal and repairs at Tenant’s expense. Upon the expiration or termination of the Lease Term or agreed upon holdover period, if requested by Landlord, Tenant shall at its expense remove Tenant’s cabling, goods and effects and those of all persons claiming under Tenant provided it repairs all damage arising from such removal. In furtherance of the foregoing, it is specifically agreed between Landlord and Tenant that upon expiration or termination of the term of this Lease, Tenant shall be permitted to remove only those improvements and fixtures which are listed on Exhibit B attached hereto, provided that Tenant shall repair any damage occasioned by such removal.

**Section 14.2 Protection of Others.** All work with respect to any alterations, additions, or improvements undertaken by Tenant shall be performed in such a manner as not to cause
dust outside the Premises or be a nuisance to any other tenant or cause inconvenience to patrons of the Building.

**Section 14.3 Security System.** Subject to the provisions of this Article XIV, Tenant shall have the right to install security systems in the Premises.

**ARTICLE XV. SIGNS**

**Section 15.1 Tenant’s Sign.** Tenant may provide at its sole expense exterior signs. Such signs shall conform with the Building’s theme and be subject to Landlord’s approval as set forth below.

**Section 15.2 Approval of Signs.** Notwithstanding anything to the contrary herein, Landlord agrees that Tenant shall be able to place a sign on the northwest corner of the Building, facing the intersection of 8th St. and Myrtle Street, up to the maximum size allowed by Boise City, subject also to approval by the agency having jurisdiction. No other exterior signs shall be erected or installed by Tenant without the prior written consent of Landlord, and any signs so permitted shall be of such design, size and type as shall be specifically approved by Landlord, it being understood and agreed that Landlord intends to cause uniformity and standardization with respect to all exterior signs located on the Building of which the Premises is a part. Prior to the installation of any exterior sign, Tenant shall submit to Landlord such plans, specifications, and other information concerning the proposed sign as required by Landlord, approval of which Landlord shall not unreasonably withheld or delayed. For the purposes of this section, the term “exterior sign” means any sign installed on the exterior of the Premises. In addition, prior to installation of any exterior signs, Tenant must obtain approval therefore from the City of Boise.

**Section 15.3 Maintenance.** After installation of any approved exterior sign(s), Tenant shall maintain the same in good condition and repair at all times and, upon expiration or earlier termination of this Lease, Tenant shall remove the same and repair all damage caused by such erection, installation, maintenance or removal. Any power needed to serve such sign(s) shall be metered to and paid for by Tenant.

**ARTICLE XVI. LIENS**

**Section 16.1 Liens Prohibited.** Tenant shall pay or cause to be paid all costs and expenses for the work done by Tenant or caused to be done by Tenant on the Premises, and Tenant shall keep the Premises free and clear of all liens of whatever kind or nature including, but not limited to, mechanics and materialmen’s liens (“prohibited lien”). Tenant shall indemnify, save, and hold Landlord harmless against any liability, loss, damage, cost, attorney’s fees, and all other expenses on account of any such lien.

**Section 16.2 Release of Lien.** Within fifteen (15) days after the filing of any prohibited lien for record, Tenant shall fully pay and discharge such lien, or cause the release thereof, and Tenant shall reimburse Landlord, upon demand, for any and all loss, damages and expense, including reasonable attorney fees, which Landlord may suffer or incur by reason thereof.
Section 16.3 Failure to Pay or Release Lien. If Tenant shall fail to discharge or cause the release of a prohibited lien and a suit to foreclose the same is filed, Landlord may (but shall not be required to) pay the lien and any costs, and the amounts so paid, together with reasonable attorney’s fees incurred in connection therewith, shall be immediately due and payable by Tenant to Landlord.

ARTICLE XVII. LIABILITY OF PARTIES FOR DAMAGE OR LOSS

Section 17.1 Waiver of Subrogation. Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured against under any insurance policies existing for the benefit of the respective party. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either Landlord or Tenant.

Section 17.2 Non-Liability of Landlord. Landlord shall not be liable for injury or damage to property resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from the pipes, appliances, plumbing, street or subsurface, or from any other place, or from dampness, or for loss, by theft or otherwise, of property of Tenant or others, except as may be caused by the negligence or intentional act of Landlord. Subject to the prior sentence, Tenant assumes the risk of all property kept or stored on the Premises and shall hold Landlord harmless from any claims arising out of damage to the same. Tenant shall give immediate notice to Landlord in case of fire or accidents on or in the Premises or defects thereon or therein.

ARTICLE XVIII. INDEMNITY

Section 18.1 Indemnification of Landlord. Subject to Section 18.2 and to the extent permitted by law, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against any and all claims arising from Tenant’s use of the Premises or the conduct of Tenant’s business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Building, and Tenant shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, claims by Tenant’s guests, invitees, customers, or any of Tenant’s agents, contractors or employees, and from and against all costs, attorney fees, expenses, and liabilities incurred as a result of such claims or any action or proceeding brought thereon. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant’s expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause, and, subject to Section 18.2, Tenant hereby waives all claims in respect thereto against Landlord, except those claims covered by Landlord’s insurance.
Section 18.2 Indemnification of Tenant. Landlord hereby agrees to defend, indemnify, protect, and hold Tenant harmless from and against any and all expenses, liabilities, claims, and lawsuits (including reasonable attorney’s fees) for bodily injuries (including death resulting therefrom) or property damage suffered by Tenant, Tenant’s agents, employees, contractors, and invitees, which arise from Landlord’s breach of this Lease and/or the negligent or intentional acts of Landlord, Landlord’s agents, or employees. In the event any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord’s expense by counsel reasonably satisfactory to Tenant.

ARTICLE XIX. ASSIGNMENT, SUBLEASING OR TRANSFER

Section 19.1 Assignment Restricted. Except as specifically approved below, Tenant may not assign or sublet its interest under this Lease without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided that Landlord is aware of, and hereby approves the following: (i) Tenant’s sublease, license, or agreement with the entity currently known “Actuate Boise, Inc.” and/or its members, invitees, guests, and/or licensees however it may be named in such agreement; and/or (ii) any assignment or sublease to the City of Boise. Except as approved above, Landlord reserves the right to review and approve the form of sublease documents proposed by Tenant, which approval shall not be unreasonably withheld. In addition, Tenant shall provide Landlord with executed copies of any sublease(s) proposed, which shall require Landlord’s written consent, which consent shall not be unreasonably withheld. Any assignment or sublease of this Lease shall not operate to relieve Tenant of any of its obligations hereunder. Any attempt to sublet, mortgage, assign or otherwise transfer or encumber this Lease or Tenant’s interest herein without Landlord approval under this Article shall constitute a default under this Lease. Landlord shall respond to Tenant’s request for consent within fifteen (15) days of Landlord’s receipt of such request and all information reasonably required by Landlord to evaluate such request as set forth herein. Tenant shall promptly provide Landlord with a copy of all notices received or sent under any sublease, license or consulting agreement with any occupant of the Premises.

Section 19.2 Mortgage Prohibited. Tenant is prohibited from mortgaging all or any part of its interest under this Lease.

Section 19.3 Request for Consent. In the event Tenant requests Landlord’s consent for an assignment or sublease (other than as previously identified in Section 19.1 above), Landlord shall have the right, in its reasonable discretion, to deny such request unless the following conditions are met:

The nature, quality or type of use proposed to be conducted on the Premises must not be in conflict with the letter or spirit of any use or exclusivity clause in any other lease, loan document, or other agreement relating to the Building of which Landlord has provided previous notice or, in Landlord’s judgment, otherwise be detrimental to other businesses in the Building. Notwithstanding the above, Landlord agrees and acknowledges the Premises’ use as office and/or storage on the Ground Floor and...
storage in the Basement for Tenant and/or the City of Boise is hereby deemed approved and not in conflict with the above.

Section 19.4  No Implied Release or Waiver. Subletting or assignment by Tenant, even if approved by Landlord, shall not relieve Tenant of Tenant’s obligation to pay the rent owing hereunder and to perform all of the other obligations to be performed by Tenant hereunder, nor shall Landlord be required under any condition to consent to the assignment or subletting of Tenant’s option(s) to extend, if any, unless agreed by Landlord in writing. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord or any provision of this Lease or to be a consent to any assignment, subletting or other transaction; any such waiver or consent shall not be effective unless it is in writing.

Section 19.5  Included Transactions. For the purposes of this Article XIX, an assignment of this Lease shall be deemed to have occurred in the following cases:

(a) if Tenant is a corporation, in the event of a merger, consolidation or liquidation, or in the event of any change in the ownership of, or power to vote, the majority of its outstanding voting stock;

(b) if Tenant is a partnership or other entity, any change in the ownership of, or power to vote, the majority of its ownership interests.

An assignment shall not be deemed to have occurred as a result of the transfer of stock or ownership interest among the Tenant’s owners existing as of the date of execution hereof.

ARTICLE XX. SUBORDINATION AND ATTORNMENT

Section 20.1 Subordination. At Landlord’s option, this Lease shall be subject and subordinate to the lien of any mortgages or trust deeds in any amount or amounts whatsoever now or hereafter placed on or against the Premises or the Building, or any part thereof, or on or against Landlord’s interest or estate therein, provided that Tenant receives and signs a reasonable nondisturbance and subordination agreement. If any mortgagee, trustee, or trust deed beneficiary shall elect to have this Lease prior to the lien of its mortgage or trust deed, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed or the date of the recording thereof. Tenant covenants and agrees to execute and deliver, upon demand, without charge therefor, such further reasonable instruments evidencing such subordination of this Lease to such mortgage or trust deed as may be desired by any lender or any title company.

Section 20.2 Attornment. In the event of foreclosure of any mortgage or trust deed covering the Premises, Tenant shall, if requested by the purchaser at any foreclosure sale, attorn to and recognize such purchaser as the landlord under this Lease.
ARTICLE XXI. DEFAULT

Section 21.1 Events of Default. Time is expressly made of the essence of this Lease. At any time during the term of this Lease, and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceedings in law, in equity, or before any administrative tribunal which has or may have the effect of preventing Tenant from complying with the terms of this Lease, the occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Failure to pay any installment of rent or any other sum herein specified to be paid by Tenant upon the due date, upon ten (10) days after written notice is served upon Tenant of such failure to pay, which notice shall specify the sum then due;

(b) Failure to timely observe or perform Tenant’s other covenants, agreements, or obligations hereunder within thirty (30) days following written notice delivered to Tenant, which notice shall specify the matter(s) then in default; provided that additional time reasonably required to cure the matter(s) in default shall be allowed so long as Tenant is diligently pursuing all actions required to cure the matter(s) for which a default is claimed under this subparagraph (b);

(c) Filing or having filed against Tenant in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant’s property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance or filing of the same.

Section 21.2 Effect of Notice of Default. If a written notice of default is required by law to be given to Tenant prior to commencing an action against Tenant, any notice given under this Lease shall be deemed to be such written notice. No such notice shall be deemed to effect a forfeiture or termination of this Lease.

Section 21.3 Remedies. In the event of a default by Tenant, Landlord shall have the right to exercise one or more of the following remedies, without terminating Tenant’s obligation to pay rent or Tenant’s other obligations hereunder:

Subsection 21.3.1 Reentry. Landlord shall have the right, with or without process of law, to reenter the Premises and remove all persons and property from the Premises.
Subsection 21.3.2 Reletting.

(a) Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term as Landlord deems reasonable or necessary, and Landlord may take any action necessary to accomplish such rental or to maintain or preserve the Premises, including removal of all persons and property from the Premises and/or the alteration or repair of the Premises in order to make the same available for reletting, all without being deemed to have elected to terminate Tenant’s obligations under this Lease.

(b) In the event any reletting occurs, Tenant’s right to possession of the Premises shall automatically and permanently terminate upon the execution of a lease with the new tenant, but Tenant’s liability hereunder shall not be terminated thereby; rather, Tenant shall remain liable for damages, including (but not limited to) all rent and other sums then due with interest as provided herein, leasing commissions incurred by Landlord in obtaining a new lease, alteration costs to restore the Premises to standard vanilla condition, the difference in rental rates between this Lease and such new lease if the reletting is at lesser rates than provided for in this Lease, any other rent deficiency occurring during the remaining term hereof, any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant’s failure to perform Tenant’s obligations hereunder or which, in the ordinary course of events, would be likely to result therefrom, plus, at Landlord’s election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.

(c) In the event of a reletting of the Premises after Tenant’s default, Tenant shall, upon demand, reimburse Landlord for any damages incurred as hereinabove provided, and Tenant shall pay any deficiency in rent each month as the amount thereof is ascertained by Landlord. Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder, may be brought by Landlord from time to time at Landlord’s election; and nothing herein contained shall be deemed to require Landlord to await the date this Lease would have expired by the terms hereof had there been no such default by Tenant.

Subsection 21.3.3 Acceleration. Intentionally Omitted.

Subsection 21.3.4 Subtenant Security Deposits. Intentionally Omitted.
**Subsection 21.3.5  Other Remedies.** Landlord shall have the right to exercise any other remedy, at law or in equity, now or hereafter available to Landlord under Idaho law.

**Section 21.4  Mitigation.** In effecting any remedy provided for hereunder, Landlord shall reasonably mitigate its damages.

**Section 21.5  Landlord Default.** Landlord shall not be in default unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice from Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord’s obligation is such that more than 30 days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord Tenant at its election, may terminate this lease upon written notice to Landlord.

**ARTICLE XXII.  LANDLORD’S ENTRY ON PREMISES**

**Section 22.1  Right of Entry.** Landlord and Landlord’s authorized representatives shall have the right to enter the Premises at all reasonable times and with Twenty-Four (24) hours prior notice to Tenant for any of the following purposes:

(a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;

(b) to make any necessary repairs or perform any maintenance with respect to the Premises or the Building, which repairs or maintenance are the obligations of Landlord as provided in this Lease;

(c) to serve, post, and keep posted any notices required or allowed under the provisions of this Lease or applicable law;

(d) to post “for sale” signs at any time during the term of this Lease and to post “for rent” signs during the last three (3) months of the term of this Lease, or during any period while Tenant is in default; and

(e) to show the Premises to prospective brokers, agents, buyers or tenants at any time during the term of this Lease.

**Section 22.2  No Liability.** Landlord shall conduct its activities on the Premises as allowed herein in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant; provided, however, Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other similar damage (collectively “damage”) arising out of Landlord’s entry on the Premises as allowed herein, unless any such damage arises out of Landlord’s negligent or willful misconduct.
ARTICLE XXIII. WAIVER

Landlord’s waiver of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. Landlord’s acceptance of rent hereunder shall not be construed to be a waiver of any term of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the earliest rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

ARTICLE XXIV. NOTICES

Section 24.1 Service of Notice. Any notice or demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or, if mailed, the date the same is deposited in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid and properly addressed.

Section 24.2 Landlord’s Address. Until changed by notice in writing, all notices, demands and communications to Landlord shall be addressed as follows:

Rim View LLC
1301 S. Vista Avenue, Suite 101
Boise, Idaho 83705
(208) 345-3505

With copy to: Fredric V. Shoemaker, Esq.
Parsons Behle & Latimer
800 W. Main Street, Suite 1300
Boise, Idaho 83702
(208) 562-4900

Section 24.3 Tenant’s Address. Until changed by notice in writing, all notices, demands, and communications to Tenant shall be addressed as follows:

Capital City Development Corporation
121 N. 9th St., Suite 501
Boise, Idaho 83702
(208) 384-4264

With copy to: Ryan Armbruster, Esq.
Elam & Burke
251 E. Front Street, Suite 300
Boise, Idaho 83701
(208) 343-5454
Section 24.4  Change of Address.  Either party shall have the right to change its address by notice in writing delivered to the other party in accordance with the provisions of this Article.

ARTICLE XXV.  HOLD OVER

Section 25.1  Month-to-Month Tenancy.  If Tenant, with Landlord’s written consent, remains in possession of all or any part of the Premises after the expiration of the term hereof, such possession shall be deemed to be a month-to-month tenancy terminable upon thirty (30) days’ written notice given at any time by either party.  During any such month-to-month tenancy, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease.  If Tenant remains in possession of all or any portion of the Premises after the expiration of the term hereof, without Landlord’s written consent, then rent shall be payable monthly in an amount equal to one hundred fifty percent (150%) of the rent for the last month of the expired lease term, without prejudice to Landlord’s right to evict Tenant at any time, to seek damages for inability to deliver the Premises to a successor tenant, or to pursue any other remedy available at law or in equity.  Except as provided in this subsection, any holdover tenancy shall be subject to every other term, covenant and provision contained herein (except that Tenant shall not have the right to exercise any option or preemptive right granted to Tenant by Landlord).  The inclusion of this subsection shall not be construed as Landlord’s permission for Tenant to hold over after the expiration of this Lease.

ARTICLE XXVI.  ATTORNEY FEES AND COSTS

Section 26.1  General Default.  If either party shall default in the payment to the other party of any sum of money specified in this Lease to be paid, or if either party shall default with respect to any other of its obligations contained in this Lease, and said sum is collected or the default is cured with the assistance of any attorney for the other party and before the commencement of a suit thereon, reasonable attorney’s fees incurred by the other party shall be added to the balance due (and paid as a condition of curing such default) or, in the case of a nonmonetary default, shall be reimbursed to the other party upon demand.

Section 26.2  Litigation.  In the event of any litigation between the parties to this Lease (including any proceedings in bankruptcy court), the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney’s, accountant’s, and appraiser’s fees incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal, and such may be included in the judgment entered in such action.
ARTICLE XXVII. SURRENDER OF PREMISES

Section 27.1 Condition. Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the same are at the commencement of the term or as may be improved by Landlord or Tenant, reasonable wear and tear, damage by fire or other casualty excepted. Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, rubbish, furniture, equipment, business and trade fixtures, freestanding cabinetwork, movable partitions, and other articles of personal property owned by Tenant (exclusive of any items described in Section 27.3 below) and all similar items of any other persons claiming under Tenant; and Tenant shall, before expiration or termination, repair all damage to the Premises resulting from such removal and otherwise restore the Premises, reasonable wear and tear, damage by fire or other casualty excepted.

Section 27.2 Abandoned Property. Any property of Tenant not removed by Tenant upon the expiration of the term of this Lease and within forty-eight (48) hours after Landlord has provided written notice to Tenant of Landlord’s intention to declare said property abandoned, shall be considered abandoned, and Landlord may remove any or all of such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant; and if Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale in such manner and at such times and places as Landlord, in Landlord’s sole discretion, may deem proper, without notice to or demand upon Tenant, for payment of all or any part of such charges and the costs of removing such property. The proceeds of such sale shall be applied as follows: first, to the costs and expenses of such sale, including reasonable attorney’s fees incurred; second, to payment of the costs of or charges for storing any such property; third, to payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. The provisions hereof shall be without prejudice to Landlord to exercise any other rights over Tenant’s property on the Premises as provided elsewhere in this Lease or as allowed by law.

Section 27.3 Permanent Property. All fixtures, equipment, alterations, additions, improvements, and appurtenances attached to or built into the Premises prior to or during the term of this Lease, whether by Landlord at its expense or by Tenant at its expense, or both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the term of this Lease, except as provided in Section 14.1 hereinafore. Such fixtures, equipment, alterations, additions, improvements, and appurtenances shall include but not be limited to: all floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, insulation, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned herein, and for all telephone, radio, telegraph, and television purposes, and any special flooring or ceiling installations.
ARTICLE XXVIII. MISCELLANEOUS

Section 28.1 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and performing the covenants, terms, and conditions of this Lease required of Tenant to be kept and performed, may quietly have, hold, and enjoy the Premises during the term hereof.

Section 28.2 Estoppel Certificate. Tenant shall, at any time upon not less than ten (10) days’ prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing: a.) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance; and b.) acknowledging that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Building. Tenant’s failure to deliver such statement within said time shall be conclusive upon Tenant: a.) that this Lease is in full force and effect, without modification except as may be represented by Landlord; b.) that there are no uncured defaults in Landlord’s performance; and c.) that not more than an amount equal to one (1) month’s rent has been paid in advance (exclusive of any security deposit held by Landlord under the provisions of this Lease).

Section 28.3 Transfer of Landlord’s Interest. In the event of a sale or conveyance by Landlord of Landlord’s interest in the Premises and/or the Building (other than a transfer for security purposes only), Landlord shall be relieved from all obligations and liabilities accruing thereafter on the part of Landlord, provided that Landlord shall, at the time of such transfer, deliver to its successor in interest any funds in which Tenant has an interest. This Lease shall not be affected by any such transfer of Landlord’s interest, and Tenant agrees to attorn to Landlord’s successor in interest.

Section 28.4 Severability. If any term or provision of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall be interpreted to have the meaning which renders it valid.

Section 28.5 Force Majeure. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease.
Section 28.6 Interest on Past Due Obligation. Except as expressly herein provided, any amount due to Landlord and not paid within ten (10) days of the due date shall bear interest from the due date at the rate of one percent (1.0%) per month. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Section 28.7 Covenants. Intentionally Omitted.

Section 28.8 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of such corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the corporation’s board of directors, and that this Lease is binding upon said corporation in accordance with its terms.

Section 28.9 No Recording. Neither party shall record this Lease or any memorandum hereof, it being agreed that Tenant’s possession of the Premises shall be adequate notice of Tenant’s interest therein.

Section 28.10 Article Headings. The article headings, section headings, subsection headings, titles, and captions used in this Lease are for convenience only and are not part of this Lease.

Section 28.11 Entire Agreement. This Lease supersedes all prior agreements between the parties hereto, whether in writing or otherwise, and any such prior agreement shall have no force or effect upon and after the date of this Lease. This Lease is integrated and contains the entire agreement of the parties; no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect, except to the extent that the same are contained in any document executed by the parties hereafter or contemporaneously herewith.

Section 28.12 Amendments. This Lease may not be amended, modified, or changed in any way, except by a written document signed by both Landlord and Tenant.

Section 28.13 Governing Law; Venue. This Lease shall be construed, interpreted, and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho. Any litigation between the parties shall be commenced in Ada County, Idaho.

Section 28.14 Counterparts. This Lease may be executed in counterparts, in which event all of such counterparts, taken together, shall constitute a binding agreement (even though no single counterpart contained the signatures of both Landlord and Tenant).

Section 28.15 Succession. This Lease, and all obligations contained herein, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto; provided, however, that any assignment or transfer of this Lease, or any estate hereunder, shall be subject to any applicable restrictions set forth herein.
Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

Section 28.17 Guaranty. Intentionally Omitted.

End of Agreement | Signatures appear on the following page.
Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

Section 28.17 Guaranty. Intentionally Omitted.

End of Agreement | Signatures appear on the following page.

IN WITNESS WHEREOF, This Lease Agreement has been executed as of the day and year first hereinabove written.

LANDLORD: RIM VIEW, LLC

By: [Signature] 3-31-2020

By: [Signature] 3-31-2020

TENANT: CAPITAL CITY DEVELOPMENT CORPORATION

By: ________________________________
EXHIBIT B

IMPROVEMENTS/FIXTURES TENANT IS AUTHORIZED TO REMOVE
AT LEASE EXPIRATION

None.
ENTREPRENEURSHIP CONSULTING AGREEMENT

This Entrepreneurship Consulting Agreement ("Agreement") is entered into by and among the Urban Renewal Agency for the City of Boise, a public body corporate and politic existing under the laws of the state of Idaho ("Agency"), the City of Boise City, an Idaho municipal corporation ("City"), and Actuate Boise, Inc., an Idaho non-profit corporation, doing business as Trailhead ("Manager"), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Agency, City, and Manager share a commitment to helping grow new businesses in Boise, Idaho; and

WHEREAS, Manager has assembled staff expertise and financial resources to help companies grow and has experience in providing assistance and guidance to entrepreneurs, new companies, and start-up businesses selected to participate in a business mentoring program developed by Manager, including business education programming and other entrepreneurship resources (collectively, “Entrepreneurship Programming”). The persons and/or businesses registered for the Entrepreneurship Programming are referred to herein as “Members”; and

WHEREAS, the Parties desire to enter into this Agreement, as allowed by Idaho Code 67-2803(4), for Manager to provide Entrepreneurship Programming as described herein including EXHIBIT A (“Program Guidelines”); and

WHEREAS, to assist and in consideration of the Entrepreneurship Programming, the Agency has agreed to enter into that certain Office Lease for a 14,800 square foot building located at 500 S. 8th Street, Boise, Idaho (“Premises”), attached hereto as EXHIBIT B (“Lease”), with such obligations as more particularly described in the Lease, and pay the rent and operating expenses except as otherwise stated herein for the Premises as an office for the Entrepreneurship Programming, based on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, Agency, City, and Manager hereby agree as follows:

1. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date last signed by all Parties.

2. PURPOSE. The purpose of this Agreement shall be for Manager to operate the Entrepreneurship Programming and use and operate the Premises for such purpose.

3. ENTREPRENEURSHIP PROGRAMMING.

A. Operation. Manager shall be responsible for the daily operation and management of the Entrepreneurship Programming and meeting the Program Guidelines set forth in Exhibit A. Manager will screen prospective Members, select Members, and provide counseling and support for Members. Manager will assist Members with gaining access to appropriate funding resources and include Members in other entrepreneurial activities that Manager sponsors.
B. Members. Manager shall have written contracts with each Member participating in the Entrepreneurship Program. Such contract shall expressly provide that the Member’s use of the Premises (i) will be in compliance with the terms and conditions of this Agreement and the Lease, and (ii) will not extend beyond this Agreement and the Lease’s terms. Within thirty (30) days of the Effective Date, Manager shall submit to Agency and City a copy of the contract Manager intends to use with the Members for Agency and City’s approval, which approval shall not be unreasonably withheld or delayed and shall be subject to the following provision. Agency’s and City’s respective approval shall be based on Agency’s and City’s respective determination the Member agreements do not violate state or federal law governing and limiting the powers of either Agency or City. Manager shall not make any material changes to the Member contracts without Agency and City’s approval, such approval being subject to the previous sentence. At any time during the term of this Agreement, Manager shall provide copies of current form Member contracts within five (5) business days after request by the Agency and/or City.

C. Quarterly Meetings. Manager will meet with the Agency and City on a quarterly basis and provide appropriate reports for such meetings, as reasonably determined by the Agency and City. At a minimum, the reports should discuss aggregated information about: the current Members; Member fees paid to Manager; Member missions, goals, and progress in new job creation and/or investments; and the services currently being provided by Manager to the Members, including the services provided by Manager and the new jobs and investment created as a whole by the Members.

D. Financial Reporting. Manager shall deliver to Agency an annual financial audit or professional financial report in a form acceptable to Agency, covering the fiscal year of October 1 through September 30 and reporting on the funds received and expended by Manager for managing the Entrepreneurship Programming, including all revenues from use fees and program fees. The annual financial audit shall be conducted in accordance with generally accepted governmental auditing standards by a certified public accountant, or public accountant, and be presented to Agency as soon as practicable after September 30 of each year.

E. Records and Audits. Manager shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by Agency representatives for three (3) years after final payment. Copies shall be made available to Agency upon request.

F. Staffing. Manager shall be responsible for its own personnel activities, including hiring, paying, and disciplining its employees in the fulfillment of this Agreement. All personnel so employed shall be employees of Manager and not of Agency or City. Manager shall maintain files for each of its employees.

4. PREMISES.

A. Operations on Premises. Manager shall have access to the Premises upon execution of this Agreement. Manager shall continuously operate the Entrepreneurship Programming on the Premises during the term of this Agreement. Manager covenants to use the Premises solely in furtherance of the Entrepreneurship Programming purpose and in compliance with all terms and conditions of the Lease (other than with respect to payments due landlord under the Lease) and not in contravention of the Lease and will cause its Members to do the same at its cost and expense. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Parties acknowledge
and agree that the Lease is attached for reference only and Manager is not a party to and accordingly
has no rights or obligations under the Lease.

B. Payment of Rent. Subject to the terms of this Agreement, Agency covenants to abide by
all terms of the Lease, and to pay any and all amounts considered Rent when due thereunder and to
provide, in a timely manner, Manager with copy of any notices given or received under the Lease.
Manager has no obligation to pay Rent or operating expenses to Agency or City for use of the Premises
except as specified herein. If the Parties seek a Renewal Term, the Parties shall negotiate and agree
upon the amount of Rent or operating expenses, if any, to be paid by Manager during the Renewal
Term.

C. Utilities. Upon execution of this Agreement, Manager shall place all utilities (water, gas,
electricity, sewer, trash) in its name and pay all costs and expenses directly to providers of utilities.

D. Other Services. Upon execution of this Agreement, Manager shall contract for janitorial
services, security services, tenant insurance as specified in the Lease, and any other services to the Premises
as Manager requires and pay all costs and expenses directly to providers of the services.

E. Improvements and Alterations. Manager shall not install fixtures and/or make any
alterations to the Premises without obtaining the Agency and City’s prior written consent, which
shall not be unreasonably withheld. In all cases the Manager shall keep the property lien free and,
on notice, shall immediately remove any liens caused by Manager’s and/or a Member’s use of
the Premises as required by Agency and/or City. All improvements and/or alterations to the
Premises shall be at Manager’s sole cost and expense and shall not violate the terms of the Lease.

F. Personal Property. Manager shall have use of the personal property owned by Agency
and located, or to be located, in the Premises as listed in EXHIBIT C (“Personal Property”) during the
term of this Agreement. Agency at all times shall own the Personal Property and it shall not be removed
from the Premises. At the termination of this Agreement a representative of Agency and Manager will
jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture, and
equipment. In the event any of the aforementioned items are lost, stolen, or damaged through the
culpable negligence of Manager, said items shall be replaced or repaired at the cost and expense of
Manager.

G. Damage or Loss to Manager’s Property. Manager assumes all risk of damage or loss to
any property brought onto the Premises for any reason whatsoever, which shall include, but not be
restricted to, any damage or loss that may occur to such merchandise, goods, or equipment if damaged
or destroyed by fire, theft, rain, water or leaking of any pipes or waste water in or about said Premises
or from hurricanes or any act of God, or any act of negligence of any user of the Premises, or occupants
of the Premises or any person whomsoever.

H. Right to Inspect. Manager shall make available for inspection by Agency and/or City
all areas of the Premises under Manager’s management, at any time, for any purpose Agency and/or
City deems necessary or incidental to or connected with the performance of Manager’s duties and
obligations hereunder.

I. Condition at End of Term. Manager shall leave the Premises in the condition required by
the Lease, taking into account normal wear and tear. If Manager fails to do so, Manager shall pay for any
costs or expenses required to bring the Premises to the condition required in the Lease.
5. **TERM.** This Agreement shall commence as of the Effective Date and shall continue until April 30, 2022 ("Term"), unless otherwise terminated as provided herein. Upon execution by the Parties of an Amendment, this Agreement can be renewed by the Parties for up to three (3) sequential one (1) year renewal terms ("Renewal Term") shown below.

- First optional renewal term: May 1, 2022 to April 30, 2023
- Second optional renewal term: May 1, 2023 to April 30, 2024
- Third optional renewal term: May 1, 2024 to April 30, 2025

Manager shall deliver to City and Agency a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than sixty (60) days before the last day of the then current term. The failure of Manager to exercise the option for a Renewal Term in the manner and within the time specified shall terminate the rights of Manager with respect to the Renewal Terms.

6. **TERMINATION OF AGREEMENT.**

   A. **TERMINATION FOR CAUSE.** If the City or the Agency breach any of the material covenants, agreements, or stipulations of this Agreement and fail to cure such breach within thirty (30) days of written notice from Manager, the Manager shall have the right to terminate this Agreement.

   If the Manager shall breach any of the material covenants, agreements, or stipulations of this Agreement, either Agency or City individually or Agency and City together shall thereupon have the right to terminate this Agreement by giving written notice ("Termination Notice") to the Manager specifically setting forth Agency’s or City’s contentions concerning Manager’s alleged breach of the material terms and provisions of this Agreement. The Termination Notice must be delivered to Manager at least thirty (30) days before the proposed effective date of such termination ("Termination Date"). During the time between the date Manager receives the Termination Notice and the Termination Date the following process shall be followed:

   - (i) Within 10 days of Manager’s receipt of the Termination Notice, Manager will meet with representatives of Agency and City to discuss compliance issues and determine a remediation plan that is satisfactory to Agency and City and to discuss a reasonable timeframe for correction of the alleged breach prior to the Termination Date (such time period being referred to herein as the "Cure Period"); and
   - (ii) If Manager does not correct performance issues within the Cure Period, Agency and City may terminate agreement with Manager, such termination being effective no earlier than the Termination Date.

   B. **TERMINATION FOR CONVENIENCE.** Agency, City, and Manager may mutually terminate this Agreement for any reason with sixty (60) days prior written notice. City and Agency may terminate this Agreement at any time, for any reason, by giving at least twelve (12) months’ notice in writing to the Manager. Manager may terminate this Agreement at any time, for any reason, by giving at least twelve (12) months’ notice in writing to the City and Agency.

7. **INSURANCE.** Manager shall maintain in full force and effect worker’s compensation insurance for Manager and any agents, employees, and staff that Manager may employ, and provide proof to Agency of such coverage or that such worker’s compensation insurance is not required under the circumstances. Manager shall carry the insurance with respect to the Premises and Personal Property
required by the Lease and shall ensure that City and Agency are named insureds for all such insurance. Manager shall provide proof of insurance coverage as set forth above to Agency before commencing its performance as herein provided, and shall notify Agency ten (10) days prior to changes in or cancellation of said policies.

Agency, City, and Manager hereby waive all rights to recover against each other and against each other’s officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors or of any other tenant or occupant of the Premises, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered.

8. **INDEMNIFICATION.** To the extent permitted by law Manager agrees to indemnify, defend, and hold harmless Agency, City, and their respective officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by Manager’s negligence or intentionally wrongful acts during the performance of this Agreement by Manager or Manager’s agents, employees, or representatives and/or any Members. Manager’s obligation to indemnify, defend, and hold harmless Agency and City to the extent caused by negligence during the performance of this Agreement by Manager or Manager’s agents, employees, or representatives and/or any Members shall be limited to the extent covered by insurance policies Manager is required to have under the terms of this Agreement.

In case any action or proceeding is brought against Agency and/or the City, or its officers, agents, or employees by reason of or arising out of connection with Manager’s negligence or intentionally wrongful acts during the performance of this Agreement, Manager, upon written notice from Agency, shall, at Manager’s expense, resist or defend such action or proceeding.

To the extent permitted by law, Agency and City, respectively, agree to indemnify, defend, and hold harmless Manager, and its respective officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by Agency and/or City’s negligence or intentionally wrongful acts during the performance of this Agreement by Agency or City respectively and its agents, employees, or representatives. In case any action or proceeding is brought against Manager, or its officers, agents, or employees by reason of or arising out of connection with Agency or City’s negligence or intentionally wrongful acts during the performance of this Agreement, Agency or City upon written notice from Manager, shall, at Agency or City’s expense, resist or defend such action or proceeding.

Notwithstanding the cause of action, the liability of City and Agency is strictly limited and controlled by the provisions of the Idaho Tort Claims Act. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to City and Agency as political subdivisions of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Manager is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of Agency and/or City. Manager is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of Agency and/or City. Manager shall determine the means by which it accomplishes the work specified in this Agreement. Agency and City agree that, except as provided in this Agreement, it will have no right to control or direct the details, manner, or means by which Manager accomplishes the results of the services performed hereunder. Manager has no obligation to work any particular hours or days or any particular number of hours or days. Manager agrees, however, that its other contracts and services shall not interfere with its performance
under this Agreement. Manager shall supply, at Manager’s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein at Manager’s cost and expense.

10. **STANDARD OF CARE.** Manager represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. Manager shall perform its services consistent with the professional skill and care ordinarily provided by managers of the same field practicing in the same or similar locality under the same or similar circumstances. Manager shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any task or work performed under this Agreement.

11. **NOTICES.** Any and all notices required to be given by any of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**To Agency:**
Capital City Development Corporation
Attn: Executive Director
121 N. 9th Street, Suite 501
Boise, ID 83702
Ph. (208) 384-4264

**To City:**
Boise City Mayor’s Office
Attn: Director of Economic Development
150 N. Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500
Ph. (208) 384-4422

12. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, 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.

13. **AMENDMENTS.** This Agreement may only be amended in writing in a document signed by Agency, City, and Manager.

14. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto that Manager 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 Agency.

15. **DISCRIMINATION PROHIBITED.** In performing the services required by this Agreement, Manager shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by Agency, in whole or in part, and may result in ineligibility to perform additional services for Agency.
16. **WAIVER.** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. **APPLICABLE LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho. Venue for any legal action arising from this Agreement shall be Ada County, Idaho.

18. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

19. **ATTORNEYS’ FEES.** In the event of any demand, claim, and/or litigation based on this Agreement, the prevailing Party shall be entitled to its reasonable attorneys’ fees and costs to be paid by the nonprevailing Party. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

20. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

21. **COMPLIANCE WITH LAWS.** Manager agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

END OF AGREEMENT | Signatures appear on the following page.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BOISE

________________________________________
By: Lauren McLean, Mayor

Date:

ATTEST:

________________________________________
Lynda Lowry, EX-OFFICIO CITY CLERK

Date:

CAPITAL CITY DEVELOPMENT CORPORATION

________________________________________
By: John Brunelle, Executive Director

Date:

ACTUATE BOISE, INC.

________________________________________
By: Tiam Rastegar, Executive Director

Date: 05/04/2020
Manager shall be responsible for meeting the Program Guidelines set forth in this Exhibit A.

1. Develop Entrepreneurship Programs. The following are examples of Manager’s services:
   - Mentor Members on financial and legal issues that confront new and emerging businesses.
   - Assist Members in locating financing for new companies or businesses.
   - Assist Members in developing and implementing a business plan.
   - Provide work space, administrative services, and meeting space.

2. Develop benchmarks for Members to gauge successful participation in the Entrepreneurship Programs.

3. Report to Agency on Members’ success or failure to attain benchmarks. Such reports should provide aggregated data on an agreed upon set of benchmarks, which may include the following list, or any other benchmarks mutually agreed to:
   - Number and type of Members
   - Members that have launched new companies
   - Funding provided to Members
   - Total start-up capital raised
   - Total startup revenue
   - Jobs created
   - Local and national business and industry collaborations
   - Collaborations with educational institutions
   - Collaborations with public entities
   - Collaborations with non-profit organizations
   - Number of persons taking part in programming events organized by Manager
   - Programs directed to youths and students
   - Number and type of programs offered
   - Number of visitors to the Property and/or tours

NOTE: THIS LIST IS NOT MEANT TO BE INCLUSIVE AND IS NOT MEANT TO SERVE AS A SET OF REQUIRED TOPICS FOR ANNUAL REPORTS. AGENCY SEeks SIGNIFICANT INPUT AND PROGRAM DESIGN FROM MANAGER AS TO WHAT KINDS OF PROGRAMS AND BENCHMARKS WILL INCREASE THE LIKELIHOOD OF MEMBERS’ SUCCESS TOWARDS ACHIEVING THE END GOALS OF INCREASING THE NUMBER OF SUCCESSFUL LOCAL BUSINESSES IN BOISE’S URBAN RENEWAL PLAN AREAS AND ECONOMIC DEVELOPMENT THEREIN.

4. Within thirty (30) days of the Agreement Effective Date, Manager shall provide Agency and City an Operating Plan for the Entrepreneurship Programming. The Operating Plan will provide sufficient detail on the programming and management to enable Agency to deliver meaningful comments. Concurrently with the Financial Reporting outlined in Section 3.D. of the Agreement, or more often as determined by Manager or Agency, Manager shall provide Agency and City with an updated Operating Plan.
EXHIBIT C
PERSONAL PROPERTY LIST

Agency Furniture Available for Manager’s Temporary Use

**Lobby and Conference Room Furniture**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>36”x72” Table</td>
<td>Light Wood Veneer</td>
</tr>
<tr>
<td>2</td>
<td>36”x72” Folding Table</td>
<td>Light Wood Veneer</td>
</tr>
<tr>
<td>2</td>
<td>48” Circle Table</td>
<td>Light Wood Veneer</td>
</tr>
<tr>
<td>1</td>
<td>36” Circle Table</td>
<td>Light Wood Veneer</td>
</tr>
<tr>
<td>2</td>
<td>48” Square Table</td>
<td>Light Wood Veneer</td>
</tr>
<tr>
<td>1</td>
<td>Lobby Couch</td>
<td>Beige</td>
</tr>
<tr>
<td>2</td>
<td>Lobby Loveseat</td>
<td>Beige</td>
</tr>
<tr>
<td>2</td>
<td>Lobby Chair</td>
<td>Beige</td>
</tr>
<tr>
<td>1</td>
<td>24”x24” Square Lobby Table</td>
<td>Dark Wood Veneer</td>
</tr>
</tbody>
</table>

**Workstation Furniture**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>72”x36” Desk</td>
<td>Dark Wood Veneer</td>
</tr>
<tr>
<td>1</td>
<td>Corner Desk (Left Extension)</td>
<td>Grey</td>
</tr>
<tr>
<td>1</td>
<td>Short Bookcase (48”x24”x29.5’’)</td>
<td>Grey</td>
</tr>
<tr>
<td>25</td>
<td>Cubicle Panel (60”x36”)</td>
<td>Grey</td>
</tr>
</tbody>
</table>
TO: Mayor and Council
FROM: Jerry Pugh, Parks & Recreation
NUMBER: RES-169-20
DATE: April 20, 2020
SUBJECT: Gem State Disc Golfers License Agreement Renewal

BACKGROUND:

Boise Parks and Recreation has contracted with the Gem State Disc Golfers to develop and maintain the Ann Morrison Park Disc Golf Course, since the development of the first nine holes via License Agreement in 1997 (Resolution 14572) and subsequent addition of the back nine holes in 2001 (Resolution 16691).

This Renewal to the License Agreement is amending the 2015 License Agreement (RES-202-15) to renew the term of the agreement for three years, ending December 31, 2022.

FINANCIAL IMPACT:

None

ATTACHMENTS:

- Gem State Disc Golfers License Agreement Renewal (PDF)
CITY OF BOISE

Resolution NO. RES-169-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A RENEWAL TO THE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND GEM STATE DISC GOLFERS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST 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 Renewal to the License Agreement by and between the city of Boise City and Gem State Disc Golfers, a copy of which is attached hereto and incorporated herein by reference, be, and is, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
RENEWAL TO THE LICENSE AGREEMENT
Boise City Parks and Recreation

This Renewal of, and Amendment to, the License Agreement ("Renewal and Amendment") affects that specific License Agreement dated March 30, 2015 ("Agreement") by and between the City of Boise Department of Parks and Recreation ("City") and the Gem State Disc Golfers ("Licensee"). City and Licensee may be referred to jointly as "Parties" or each individually as "Party."

RECITALS

City is the owner and manager of Ann Morrison park, a municipal facility located within the city of Boise City; and

Licensee, having a business address of 323 S. Juniper St., Nampa, ID 83686, is engaged in activities of developing, promoting, and enhancing the sport of disc golf; and

Licensee desires to continue to maintain and operate a disc golf course in Ann Morrison Park.

AGREEMENT

In consideration of the mutual promises contained in the Agreement, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference, and in consideration of the mutual promises contained in this Renewal and Amendment, and for other good and valuable consideration, acknowledged by both parties to be satisfactory and adequate, City and Licensee hereby agree to renew the Agreement in accordance with its terms, with the following amendments:

A. Existing Section 2.1 of the Agreement, entitled "Term," is hereby stricken, and is replaced with the following:

2.1 Term: The term of this agreement shall be for an approximate three (3) year term beginning at the effective date of this Agreement and ending on December 31, 2022, or until such earlier termination or default as may occur pursuant to its terms.

B. Existing Section 2.2 of the Agreement, entitled "Option Term(s)," is hereby stricken, and is replaced with the following:
IN WITNESS WHEREOF the parties hereto have subscribed their names the date first written above.

CITY OF BOISE  
Licensor

By: ____________________________  
Lauren McLean  
Mayor

GEM STATE DISC GOLFERS  
Licensee

By: ____________________________  
Steve Loyd  
President, Gem State Disc Golfers

Attest: ____________________________  
Lynda Lowry  
Ex-Officio City Clerk

STATE OF IDAHO  }  
) ss.
County of Ada  }  

On this 5th day of February, 2020, before me, a notary public, personally appeared Steve Loyd, known or identified to me to be president of the Gem State Disc Golfers, who executed the within instrument on behalf of themselves and the business.

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

Notary Public for Idaho  
Commission Expires 7/19/25
CITY OF BOISE

ADOPTED by the Council of Boise City, Idaho, on May 12, 2015.

APPROVED by the Mayor of the Boise City, Idaho, on May 12, 2015.

APPROVED:                                ATTEST:

David H. Bieter, Mayor                     Lynda Lowry, Ex-Officio City Clerk
ARTICLE II – TERM OF LICENSE

2.1 Term: The Primary Term ("Primary Term") of this Agreement shall be for an approximate five (5) year term beginning at the effective date of this Agreement and ending on December 31, 2019, unless sooner terminated as provided for by this Agreement. At the end of the Primary Term and only upon mutual consent of the Parties, the City and Licensee may agree to extend the Agreement for the first renewal option term of three (3) years and thereafter a second renewal option term of two (2) years according to the terms set forth in Section 2.2 of this Agreement.

2.2 Option Term(s):

First Option Term. City hereby grants Licensee a limited right to extend the term of this License for a period of three (3) years from the expiration of the Primary Term, ending on December 31, 2022, so long as this Agreement is not then in default and Lessee gives City written notice no later than November 1, 2019, of interest and intent to extend on mutually agreed-upon terms and conditions. Once having given such notice of interest and intent to extend, Lessee and City may agree to enter into the First Renewal Option Term with any modified terms and conditions set out in an Addendum or Renewal Letter signed by the parties; provided, however, that neither party is obligated to enter into any further Option if the Parties are unable to come to mutual agreement upon term and conditions.

Second Option Term. City hereby grants Licensee a limited right to extend the term of this License for a second period of two (2) years from the expiration of the First Option Term, ending on December 31, 2024, so long as this Agreement is not then in default and Lessee gives City written notice no later than November 1, 2022, of interest and intent to extend on mutually agreed-upon terms and conditions. Once having given such notice of interest and intent to extend, Lessee shall negotiate with City to enter into the Second Renewal Option Term with any modified terms and conditions set out in an Addendum or Renewal Letter signed by the parties; provided, however, that neither party is obligated to enter into any further Option if the Parties are unable to come to mutual agreement upon terms and conditions.

2.3 Termination: Either party may terminate this Agreement for any reason or no reason by providing the other party thirty (30) days written notice. In such event, Licensee shall remove all of Licensee’s property and otherwise vacate the licensed premises on or before the termination date. In the event of a holdover by Licensee beyond the (30) day period, City may, in addition to and without waiver of any other rights or remedies under law, immediately re-enter and take possession of the licensed premises and any Licensee property found thereon with or without process of law.

2.4 Earlier Termination: This Agreement may terminate upon less than thirty (30) days’ notice under the following circumstances:
proposed date of modification. Any course modifications must be approved in writing by the City prior to any such modification.

4. Licensee shall pay for the design, construction, and installation of any and all signs, the design and locations of which shall be subject to prior written approval from the Parks and Recreation Commission.

5. Licensee shall pay for all damages to Ann Morrison Park and the Course caused directly or proximately by its equipment, employees, members, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had Licensee's organization not operated within the Park.

6. The parties understand and agree that City has no obligation to maintain the Course tee pads, baskets, and basket locations.

b. Course Use

1. Licensee shall follow all rules and regulations of Ann Morrison Park and provisions of the Boise City Code relating to parks as set forth in Boise City Code 13-03-01 et seq.

2. On or before February 1 of each year, Licensee shall provide a written schedule of events for the calendar year to the City. Only events sponsored by Licensee will be scheduled without cost. Events/Activities not sponsored by Licensee will be subject to the City’s reservation fees.

3. All events or activities shall be subject to the City’s indemnification and insurance requirements as set forth in Section V of this Agreement.

4. Licensee understands and agrees that vendors are not allowed on the premises. If Licensee wishes to have vendors during events, Licensee is required to acquire a short term concession permit from the City. Number, type, and placement of all vendors are subject to City approval.

5. Licensee understands and agrees that, when not scheduled for organized use, the Course shall remain open to the public at no cost.

6. Licensee shall not use or permit the use of the Course for any other purpose than for disc golf, without the express written consent of the City.

7. In the event of heavy Park use or Licensee conflicts that Licensee is unable to resolve to City’s satisfaction, City may suspend Licensee's operations to accommodate such use patterns.

3.2 Non-exclusive Revocable License: Licensee acknowledges that this is a non-exclusive, revocable License for operation of Licensee’s business on municipal park property. Licensee acknowledges that City, when possible, will seek competitive proposals for services within all the parks owned and operated by City. City reserves the right to solicit other business proposals for the same or similar services and to award additional licenses that, at City’s sole discretion, best meet the needs of citizens of, and visitors to, the city of Boise City.

3.3 Limitations on Use: Licensee acknowledges this non-exclusive, revocable License does not guarantee Licensee’s participation in events and activities held within Ann Morrison Park that are sponsored by the City, the Department of Parks & Recreation, and by a private individual or
4.2 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of City.

4.3 Limitations: This Agreement shall apply to and be binding upon Licensee only to the extent Licensee's organization operates within the confines of Ann Morrison Park and pursuant to the terms of this License Agreement.

4.5 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, the city of Boise City requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type and example of unacceptable conduct, the following non-exhaustive list provides examples of behavior that may, at the sole discretion of City, result in immediate termination of this Agreement and revocation of the license granted hereunder:

a. Harm or threat of harm to any City employee, member of the public, City government, or City property, regardless of location.
b. Physical violence against persons or property.
c. Sabotage of City property or processes.
d. Theft or unauthorized removal or possession of the City's property or another person's property from City premises.
e. 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.
f. 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.
g. Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.
h. Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City sponsored events.
i. Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.
j. 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.

ARTICLE V – INDEMNIFICATION AND INSURANCE

5.1 Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and save and hold harmless the City, 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, volunteers, employees,
compliance with the changed limits. If Licensee fails to provide or maintain said insurance in the amounts listed, even if cured by Licensee at a subsequent date, such shall be deemed an incurable default by Licensee, and Licensor may exercise any rights or remedies for such default that Licensor may have under this License or at law or equity, including, without limitation, the right to terminate this License.

5.3 Other Insurance Coverage: Licensee itself/himself/herself shall be responsible for obtaining any other type(s) of insurance for the benefit of Licensee, including but not limited to Property Insurance insuring the property owned by Licensee which is used, held, or stored at the park(s). Evidence of all such insurance obtained by Licensee at Licensee's sole discretion shall be furnished to City upon execution of this Agreement.

ARTICLE VI – GENERAL PROVISIONS

6.1 Non-Discrimination: Licensee, in his or her use of the license herein granted, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation, gender identity/expression, religion, national origin or ancestry, familial status, age, or disability. Noncompliance with such assurances shall constitute a breach and default of this Agreement and in the event of such breach and default, City, at its sole discretion, may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

6.2 Compliance with Laws: In performing the scope of services required hereunder, 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 collection and payment of all sales and use taxes. The City hereby requires Licensee to show proof of workers compensation insurance and proof of compliance with any applicable statute, ordinance, or regulation with which Licensee is required to comply. Except: Licensee shall not be responsible for any capital or structural improvements necessary for the Park or buildings and facilities maintained and operated by the City to comply with federal, state, and local laws.

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

6.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it.

6.5 Notices to Licensee: The Licensee's address for all notices required or set forth in this Agreement shall be as follows, or such other Idaho address as the Licensee subsequently may designate to City in writing:

Gem State Disc Golfers
Attn: Board of Directors

Ann Morrison Disc Golf Course – License Agreement 2015
contract with other entities during the term of this Agreement and the license granted hereby.

6.9 Entire Agreement: This Agreement replaces and supersedes any agreement previously executed by the Parties, and by entering into this Agreement, the previous license agreement between the Parties, adopted by the Council of the City of Boise City on the 18th day of September, 2001 Resolution 16691, is hereby terminated. No failure of City to exercise any power or authority 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 City's right to demand strict compliance with the terms of this Agreement or the license granted hereby.

6.10 Duplicate Originals: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together, when fully executed in counterparts by all Parties, shall be deemed a complete original.

6.11 Modification: There shall be no modification of this Agreement, except in writing; executed with the same formalities as was this Agreement.

6.12 Severability: If any provision of this Agreement, or application thereof, is held invalid or unenforceable, such invalidity shall not affect any other paragraph, provision, term, condition, or application of this Agreement that can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

6.13 Approval by City Council: Each Party acknowledges that this Agreement, even though agreed upon by the City's and Licensee's officers or authorized representatives, is not binding upon the City or Licensee until such time as the city of Boise City Council approves this Agreement and authorizes the Mayor to execute this Agreement on behalf of the City. This Agreement does not obligate the City or its officers or agents regarding any other discretionary action relating to the development or operation of the Park or Course, including (but not limited to) rezoning or the granting or issuance of variances, use permits, environmental clearances, or any other governmental agency approval required by law.

End of Agreement
[Signatures appear on following page.]
TO: Mayor and Council
FROM: Jerry Pugh, Parks & Recreation
NUMBER: RES-170-20
DATE: April 20, 2020
SUBJECT: Boise River Raft & Tube 2020 License Agreement

BACKGROUND:

Boise Parks and Recreation grants Zeller Recreation, Inc. (Boise River Raft & Tube) access to Ann Morrison Park to pick up river floaters for transport back to Barber Park.

The term of the contract is June 1, 2020, through October 31, 2020.

FINANCIAL IMPACT:

Boise River Raft & Tube will pay the city a $1,000.00 licensing fee.

ATTACHMENTS:

- Boise River Raft & Tube - 2020 License Agreement(PDF)
Resolution NO. RES-170-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND ZELLER RECREATION, INC. (BOISE RIVER RAFT & TUBE) BY WHICH THE CITY GRANTS BOISE RIVER RAFT & TUBE A LIMITED, NON-EXCLUSIVE LICENSE TO OPERATE BUSINESS IN ANN MORRISON PARK; RATIFYING AND AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION DIRECTOR'S EXECUTION OF SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. That the License Agreement by and between the city of Boise City and Zeller Recreation, Inc. (Boise River Raft & Tube), 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 hereby ratify and authorize the License Agreement and approve the Department of Parks and Recreation Director’s signature executing the 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.
LICENSING AGREEMENT
City of Boise Parks and Recreation

This LICENSING AGREEMENT ("Agreement") is made and entered into this ______ day of __________________, 2020, by and between the city of Boise City through its Department of Parks and Recreation ("Boise City"), and Zeller Recreation, Inc. ("Boise River Raft & Tube"), an Idaho Corporation. Boise City and Boise River Raft & Tube may be referred to jointly as “Parties" or each individually as "Party.

RECITALS

Boise City is the owner and manager of Ann Morrison Park, a municipal park located within the Boise City; and

Boise River Raft & Tube, having a business address of 4049 S. Eckert Rd., Boise, ID 83716, is engaged, in part, in the business of transporting persons by motorized conveyance for certain recreational activities, and desires to operate that certain business within Ann Morrison Park. Boise River Raft & Tube also contracts with Ada County Parks & Waterways to provide raft and tube services at Barber Park; and

In consideration of the mutual promises herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, Boise City and Boise River Raft & Tube hereby mutually undertake, promise, and agree, each for itself, and its successors and assigns, as follows:

ARTICLE I - DEFINITIONS

1.1 Defined Terms: The following terms shall have the meanings stated below:

"Ann Morrison Park" shall mean the municipal park addressed as 1000 Americana Blvd., Boise, Idaho, 83706, and generally located east of Americana Boulevard, west of Capitol Boulevard, and south of the Boise River.

"Barber Park" shall mean the park owned and operated by Ada County and addressed as 4049 S. Eckert Road, Boise, Idaho, 83716, and generally located north of Boise Avenue, west of Eckert Road, and south of the Boise River.

"The park(s)" shall mean one or more of the above listed parks owned and/or managed by Boise City or Ada County.
ARTICLE II-TERMS OF LICENSING AGREEMENT

2.1. Term: This Agreement shall become effective June 1, 2020 and shall continue until October 31, 2020 or until termination or default as provided for by this Agreement.

2.2. Termination: Either party may terminate this Agreement for any reason or no reason, and without regard to payment periods, by providing the other party thirty (30) days written notice, unless terminated as follows:

   a. Total destruction: Should either one of the parks or an essential part of the area used by Boise River Raft & Tube for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall terminate immediately.

   b. Partial destruction: In the event of partial destruction of one or all of the parks used by Boise River Raft & Tube for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction provided that notice shall be given not less than ten (10) days prior to the date of termination.

   c. Assignment/Bankruptcy: If Boise River Raft & Tube 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, Boise City may terminate this Agreement by giving written notice to Boise River Raft & Tube specifying the date of termination, provided that notice be given not less than ten (10) days prior to the date of termination.

   d. If Boise River Raft & Tube defaults on any of the terms and conditions of this Agreement, or if Boise River Raft & Tube violates any law of the United States, statute of the state of Idaho, ordinance of Boise City, or any rule or regulation promulgated by the Boise City Department of Parks and Recreation and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, after ten (10) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Boise River Raft & Tube thereunder shall be terminated. Retention or possession of the Premises thereafter by Boise River Raft & Tube shall constitute a forcible detainer.

   e. Boise City expressly reserves the right to terminate this Agreement without cause under any circumstances which involve the non-appropriation of funds by the governing body of the city of Boise City.
ARTICLE III- LICENSE AND PREMISES

3.1. Grant of License: Boise City hereby grants to Boise River Raft & Tube an exclusive and nontransferable License to operate a business within Ann Morrison Park for the limited purpose of providing the transport of persons by motorized conveyance from a location within Ann Morrison Park, ("Premises") as depicted on Exhibit A (attached hereto and incorporated herein by reference) to the Ada County recreational facility known as Barber Park, for the sole purpose of floating, kayaking, or similar recreational use of the Boise River.

   a. Boise River Raft & Tube is allowed to use park facilities, including restroom and picnic tables, on a first come/first served basis along with other park patrons during its operations at the parks.

   b. Boise River Raft & Tube shall not disrupt the flow of park traffic at any time. Boise River Raft & Tube is allowed to temporarily park its business vehicles within Ann Morrison for such periods of time as may be necessary to load and unload passengers, kayaks, rafts, and other business equipment.

   c. Boise River Raft & Tube is allowed to place business-identifying information upon any of its vehicles used in the operation of Barber Park Raft, Tube, Kayak, and Bus Service under the terms of this License.

   d. Boise River Raft & Tube is not allowed to leave any business property in Ann Morrison Park overnight; all property must be removed from the park each day no later than at the end of daily operations.

   e. Boise City shall be allowed to direct the location of Boise River Raft & Tube's business operations on a temporary basis to accommodate unforeseen incidents or problems beyond Boise City's control.

   f. During the term of this Agreement, Boise River Raft & Tube shall not allow Ann Morrison Park, the Premises or any part thereof to be used for any immoral or illegal purposes and shall not allow, suffer, or permit Ann Morrison Park or the Premises to be used for any purpose, business, activity, use, function, or objective to which Boise City objects.

3.2. License Premises: The Boise River Raft & Tube is allowed access to Ann Morrison Park and the ability to operate the business only during regular park hours of operation.

3.3. Exclusive License: Boise River Raft & Tube acknowledges this is an exclusive License for operation of a business transporting persons by motorized conveyance for
recreational purposes related to the Boise River on municipal Park property. Boise City will make reasonable efforts to discourage others from operating competing services or businesses, however, Boise River Raft & Tube specifically understands and agrees that Boise City has no affirmative duty to prevent others from operating any competing service or business.

3.4. Limitations on Use: In accordance with the traffic control and access provisions set forth in Exhibit B (attached hereto and incorporated herein by reference), Boise River Raft & Tube shall have access to Ann Morrison Park from Royal Boulevard without interruption under the terms of this Agreement, including periods when the entire park is reserved for other events. Boise River Raft & Tube expressly agrees that any recourse for the failure to provide continued access to Boise River Raft & Tube shall be against the event sponsors alone and not against Boise City.

3.5. Lawful Business Use: During the term of this Agreement, Boise River Raft & Tube shall use Ann Morrison Park exclusively for the business described herein and through any exhibits hereto. Boise River Raft & Tube shall, at all times during the term of this Agreement, be subject to the lawful exercise of the police powers of Boise City.

ARTICLE IV - DUTIES OF LICENSEE

4.1. Duties: In exchange for the privilege of obtaining this exclusive license, and in addition to any other duties and obligations stated in this Agreement, Boise River Raft & Tube shall:

a. Provide and conduct all business operations in a safe and law-abiding manner.

b. Follow all rules and regulations of the park(s), the laws of Boise City, and any regulations promulgated by the Director of Boise City Department of Parks and Recreation.

c. Provide daily and continuous clean-up of all debris and litter in the area used, occupied, and immediately adjacent to Boise River Raft & Tube’s business in the park(s) that is caused or created by Boise River Raft & Tube’s employees, servants, agents, business invitees, patrons, and guests.

d. Keep all company vehicles on roadways or parking lots within the park boundaries.

e. Pay for all damages to the Premises caused directly or indirectly by Boise River Raft & Tube’s business equipment, employees, servants, or agents or by any guests while they are loading, unloading, or being transported within parks which are not a result of normal wear and tear.
f. At the termination of this Agreement, either by expiration or as otherwise provided for, return the areas of use in the park(s) to their original condition except for normal wear and tear.

4.2. No Assignment: Boise River Raft & Tube shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Boise City.

4.3. Limitations: This Agreement shall apply to and be binding upon Boise River Raft & Tube only to the extent Boise River Raft & Tube's operates within the confines of the park(s) as described by this Agreement.

4.4. Default and Cancellation: If Boise River Raft & Tube is in default of any of the terms or conditions of this Agreement or violates any laws of the United States, the State of Idaho, or applicable city of Boise City ordinances, rules or regulations and thereafter fails or refuses to 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 Boise River Raft & Tube hereunder shall be terminated.

4.5. Code of Conduct: In order to ensure a professional and respectful relationship with the general public, Boise City requires its business 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 Boise City, result in immediate termination of this Agreement upon written notice as set forth in this Agreement:

   a. Harm or threat of harm to any Boise City employee, member of the public, or City property regardless of location.

   b. Physical violence against persons or property.

   c. Sabotage of Boise City property or processes.

   d. Theft or unauthorized removal or possession of Boise City's property or another person's property from within the parks.

   e. Speech or conduct toward members of 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.

   f. Making malicious, vindictive, false, or harmful statements about others or engaging in verbal abuse, altercations, or outbursts.
g. Any conduct that obstructs, disrupts, or interferes with the business, service, work environment, or administrative functions, including sponsored events conducted or authorized by Boise City.

h. Untruthfulness related to this Agreement and the authorized activities thereunder which could hinder or jeopardize any interest of Boise City.

i. Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on Boise City property or at Boise City sponsored events, including the use of alcohol, drugs, or controlled substances while performing under this Agreement.

4.6. Criminal History: Boise River Raft & Tube shall not employ to work under the terms of this 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).

a. Boise River Raft & Tube, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and agents to ensure that there is no history of behavior that would make Boise River Raft & Tube or its employees, servants, or agents unsuitable to interact with children.

b. Boise River Raft & Tube shall certify to Boise City that each of Boise River Raft & Tube’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.

ARTICLE V - FEES AND RELATED PROVISIONS

5.1. Licensing Fee: Payment of Fee: For the privileges described herein, Boise River Raft & Tube agrees to pay a licensing fee of one thousand dollars ($1,000.00) to Boise City. Payment of the licensing fee shall be made on or before July 1, 2020 and at the location for Boise City stated in Section 7.5, below. Failure by Boise River Raft & Tube to pay the fee prior to July 1st shall result in termination of this Agreement and the immediate termination of any rights contained herein. In the event that the tubing/float season is cancelled or that the Boise City Parks are closed to public use or Boise River Raft cannot conduct operations under this Agreement, then Boise City will refund the licensing fee collected under this Agreement.
5.2. Other Taxes, Fees, or Charges: The licensing fee paid to the Boise City shall not include any taxes, fees or license charges that may be levied, assessed, or charged by any governmental entity on Boise River Raft & Tube. Boise River Raft & Tube agrees to pay such taxes, fees, or license charges directly to the appropriate taxing authority, without the involvement of Boise City. In the event that Boise River Raft & Tube desires to contest such taxes, fees, or license charges, such contest shall be in good faith and the contested taxes, fees, or charges shall be bonded or secured by Boise River Raft & Tube with the applicable taxing district in such event.

ARTICLE VI- INDEMNIFICATION AND INSURANCE

6.1. Indemnification: Boise River Raft & Tube hereby indemnifies, saves, holds harmless, and promises to defend Boise City and its officials, agents, and employees, for, from, and against any and all injuries, causes of action, liabilities, losses, suits, claims, judgments, costs, fees, and damages arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to, court costs, and expert fees), of any nature whatsoever arising out of the acts or omissions to act of Boise River Raft & Tube or its officers, agents, employees, contractors, subcontractors, or invitees incident to this License and/or the use or occupancy of the Premises regardless of where the injury, death, or damage may occur. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this License.

6.2. Liability Insurance: Boise River Raft & Tube shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Boise, naming Boise City as an additional insured on the liability policies, for the following minimum limits and coverages:

- Commercial General Liability Insurance in the following amounts:
  - General Aggregate $2,000,000
  - Product/Completed Operations Aggregate $2,000,000
  - Personal & Advertising Injury Liability $1,000,000
  - Per Occurrence $1,000,000
  - Fire Legal Liability $50,000

- Commercial [Business] Automobile Liability:
  - Limit will not be less than $1,000,000 per occurrence for owned, non-owned, and hired vehicles.
Workers' Compensation Insurance - regardless of the number of employees or lack thereof - in the statutory limits as required by the State of Idaho.

Employers' Liability Insurance in the following amounts:

- Bodily Injury by Accident: $100,000 each accident
- Bodily Injury by Disease: $500,000 policy limit
- Bodily Injury by Disease: $100,000 each employee

The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save, hold harmless, or defend Boise City. And if Boise City becomes liable for an amount in excess of the insurance limits herein provided, Boise River Raft & Tube covenants and agrees to indemnify, save, hold harmless, or defend Boise City from and for all such losses, claims, actions or judgments for damages or liability to persons or property. Boise River Raft & Tube shall provide Boise City with a Certificate of Insurance or other proof of insurance evidencing Boise River Raft & Tube's compliance with the requirements of this paragraph and file such proof of insurance with Boise City's Risk Manager and Department of Parks and Recreation. In the event the insurance minimums of the Idaho Tort Claims Act are changed to exceed the above-listed amounts, Boise River Raft & Tube shall immediately submit proof of compliance with the changed limits. If Boise River Raft & Tube fails to provide or maintain said insurance in the amounts listed, even if cured by Boise River Raft & Tube at a subsequent date, such shall be deemed an incurable default by Boise River Raft & Tube, and Boise City may exercise any rights or remedies for such default that Boise City may have under this License or at law or equity, including, without limitation, the right to terminate this License.

6.3. Drivers: Boise River Raft & Tube warrants that all its drivers of the motorized vehicles used to convey persons in Boise River Raft & Tube's business operations under this Agreement shall have the appropriate commercial driver's licenses, shall not have any misdemeanor nor felony convictions, and shall have exceptional driving records. It shall be the Boise River Raft & Tube's obligation and duty to ensure and verify that its bus drivers meet these requirements.

6.4. Other Insurance Coverage: Boise River Raft & Tube shall be solely responsible for obtaining any other types of insurance issued for the benefit of Boise River Raft & Tube, including but not limited to Property Insurance insuring the property owned by Boise River Raft & Tube which is used, held, or stored at the park(s). Evidence of all such insurance shall be furnished to Boise City upon execution of this Agreement.

**ARTICLE VII-GENERAL PROVISIONS**

7.1. Non-Discrimination: Boise River Raft & Tube, in its use of the License herein granted, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, religion, national origin or ancestry.
age, physical handicap, sexual orientation or gender identity/expression. Non-compliance with such assurances shall constitute a breach of this License Agreement, and in the event of non-compliance, Boise City may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

7.2. Compliance with Laws: In performing the scope of services required hereunder, Boise River Raft & Tube 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. Boise City hereby requires Boise River Raft & Tube to show proof workers compensation insurance and of compliance with any applicable statute, ordinance or regulation to which Boise River Raft & Tube is required to comply.

7.3. 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 Boise City. Venue shall be in the courts in Ada County, Idaho.

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.

7.5 Counterparts: This Agreement may be executed in several counterparts each of which shall be deemed an original.

7.6. Notices: The parties’ addresses for all notices set forth in this Agreement are as follows, or such future changed address for which notice has been given to the other party in accordance with the above provisions:

Boise City: City of Boise
Attn: Community Programs Coordinator
1104 Royal Boulevard
Boise, Idaho 83706

Boise River Raft & Tube: Zeller Recreation, Inc.
http://boiseriverraftandtube.com/
200 Palmers Court
Elko, NV 89801

Zeller Recreation, Inc.’s Registered Agent: Ms. Linda Davis, 4444 Greenchain Loop #1, Coeur D’Alene, ID, 83814.
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 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 Parties: Boise River Raft & Tube is and shall at all times be considered as an independent permittee and is in no way an employee of Boise City.

a. The parties intend that this Agreement create only an independent licensing relationship. Boise River Raft & Tube shall complete the services agreed upon with Boise City according to its own means and methods, which shall be in the exclusive control of Boise River Raft & Tube and which shall not be subject to the control or supervision of Boise City. The parties agree that this Agreement does not entitle Boise River Raft & Tube 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 Boise River Raft & Tube and/or its employees or agents.

b. Boise River Raft & Tube is not required to perform its services exclusively for Boise City. Boise River Raft & Tube, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Boise City shall not control, directly or indirectly, the number of hours Boise River Raft & Tube its employees or agents shall perform services under this Agreement. Boise City shall not combine business operations with Boise River Raft & Tube.

c. Neither Boise River Raft & Tube nor its employees or agents are to be considered agents or employees of Boise City for any purpose, including that of federal and state taxation, and neither Boise River Raft & Tube 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 Boise City does not require Boise River Raft & Tube to provide services exclusively to Boise City and that Boise City is free to contract to provide services to other entities during the term of this Agreement.

7.9. Accurate Financial Records: Boise River Raft & Tube shall keep an accurate set of financial records, pursuant to its business. Boise City shall be given full access at all times to Boise River Raft & Tube's complete financial records, including access to those provided to Ada County under Agreement No. 8083 dated December 11, 2007, and shall be allowed to review said records for any and all reasons related or incidental to the relationship between the parties.
7.10. **Entire Agreement:** This instrument embodies the whole Agreement of the parties and supersedes any and all other agreements or understandings. No failure of Boise City to exercise any power giver it hereunder, or to insist upon strict compliance by Boise River Raft & Tube of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Boise City's right to demand strict compliance with the terms hereof.

7.11. **Duplicate Originals:** This Agreement may be executed in several counterparts each of which shall be deemed an original.

7.12. **Modification:** There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this License Agreement.

7.13. **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.

7.14. **Approval by Appropriate City Officials:** Each party acknowledges that this Agreement, even though agreed upon by Boise City's representatives, is not binding upon the parties until such time as the City of Boise Parks and Recreation Commission approves this License and authorizes the Director to execute this License on behalf of the Department.

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**End of Agreement**

[Signatures appear on following page.]
IN WITNESS WHEREOF the parties hereto have subscribed their names, the day and year first above written.

CITY OF BOISE DEPARTMENT OF PARKS AND RECREATION
Boise City
By: ___________________________
Doug Holloway, Director
Department of Parks and Recreation

ZELLER RECREATION, INC.
Boise River Raft & Tube
By: ___________________________
Constance V. Zeller
President

STATE OF IDAHO )
ELKO ) ss.
County of Ada )

On this _____ day of April 2020, before me, a notary public, personally appeared CONSTANCE V. ZELLER, known or identified to me to be the President of Zeller Recreation, Inc., who executed the within instrument on behalf of the company.

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

Nicole Muritsen
Notary Public for Idaho
Commission Expires 1-13-2022

Boise River Raft & Tube – Licensing Agreement 2020
EXHIBIT B

BOISE RIVER RAFT AND TUBE
EVENT PLANNING/TRAFFIC CONTROL AND ACCESS

The following is the traffic access and parking plan for Boise River Raft & Tube for floater drop off and pick up within Ann Morrison Park, during times when the entire park is reserved.

Events which expect an attendance level exceeding 2,000 persons require the entire park to be reserved and closed to other uses. The 2008 Parking & Traffic Flow Study, commissioned by Boise City, outlined accessibility and parking challenges arising during large community events. The study recommended that access and traffic flow be planned and controlled during events when attendance exceeds 2,000 persons. In response, Boise City now requires these events to have a traffic and parking plan for Ann Morrison Park.

Events in this category will be required to provide added security in the park and to make road access available for Boise River Raft & Tube, which operates a tubing bus and equipment trailer, as outlined below:

1. Boise River Raft & Tube will have access to Ann Morrison Park with no interruptions due to events. Boise River Raft & Tube will be allowed to use the area identified and signed for their use. Both the bus and the equipment trailer will have access into the park from Royal Boulevard. Events will provide security on the roadway where Boise River Raft & Tube is located in order to make sure the roadway remains open and accessible for operation.

2. Other vehicles not affiliated with Boise River Raft & Tube, picking up or dropping off river floaters, will be allowed access to Ann Morrison Park off of Royal Boulevard and directed to use the northeast parking lot (also known as the Old Timers Shelter parking lot). This parking lot will be required to have event security monitoring the traffic flow and allowing only 20-minute parking per vehicle for pick up/drop off. Access to the Old Timers Shelter parking lot will be maintained throughout the entire event for emergency purposes. Use of the parking lot off Americana Boulevard will not be an option for pick up/drop off or river floaters during events.

3. All events will be required to provide traffic control at Dale Street and Royal Boulevard for controlled access to the park. Both the event sponsors and Boise River Raft & Tube will have full access to the park from this entrance.
4. Boise River Raft & Tube will provide Boise City with their hours of operation for each event date listed below and shall list the last run time for the day. This information will be forwarded to event organizers.
TO: Mayor and Council
FROM: Jerry Pugh, Parks & Recreation
NUMBER: RES-171-20
DATE: April 20, 2020
SUBJECT: 2020 ICED License Agreement - Julia Davis Park Concessions

BACKGROUND:

This License Agreement grants Amanda Clark, owner of concession business ICED, to operate in Julia Davis Park during concession season (April to October). ICED is a self-contained trailer selling shaved ice, beverages, fruit, and prepackaged snacks.

The agreement has a term of April 1, 2020, to October 31, 2020.

FINANCIAL IMPACT:

ICED will pay the city a licensing fee of $8.00 per weekday and $26.00 per weekend day.

ATTACHMENTS:

- 2020 ICED License Agreement - Julia Davis Park Concessions (PDF)
CITY OF BOISE

Resolution NO. RES-171-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND AMANDA CLARK (OWNER OF "ICED") BY WHICH THE CITY GRANTS ICED A LIMITED, NON-EXCLUSIVE LICENSE TO OPERATE CONCESSIONAIRE BUSINESS IN JULIA DAVIS PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. That the License Agreement by and between the city of Boise City and ICED, 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 License Agreement for and on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
This LICENSE AGREEMENT ("Agreement") is made and entered into this ____________ day of __________________________, 2020, by and between the city of Boise City, an Idaho municipal corporation, by and through its Department of Parks and Recreation ("Boise City") and Amanda Clark, owner of a concession business operating as “ICED.” Separately, Boise City and ICED may be referred hereinafter as a “Party” and together as the “Parties.”

RECITALS

Boise City is the owner and manager of Julia Davis Park, a municipal facility located within the city of Boise City; and

ICED, having a business address of 19254 Quarter Mile Lane, Caldwell, Idaho 83607, is engaged in the business of selling shaved ice, beverages, fruit, and prepackaged snacks from a self-contained concession trailer and desires to operate that certain within Julia Davis Park; and

In consideration of the mutual promises herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, Boise City and ICED hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

ARTICLE I - DEFINITIONS

1.1 Defined Terms: The following terms shall have the meanings stated below:

“Julia Davis Park” and “the Park” shall mean the municipal park addressed as 670 Julia Davis Dr., Boise, ID 83702, and generally located west of Broadway Avenue, east of Capitol Boulevard, south of Myrtle Street, and north of the Boise River.

“Concession Season” shall mean the months of April through October when ICED is allowed to operate in Julia Davis Park, including time when ICED is preparing to open the business or close down the business for the season.

ARTICLE II - LICENSE AND PREMISES

2.1 Grant of License: Boise City hereby grants to ICED a non-exclusive, revocable license to operate the business of “ICED” selling shaved ice, beverages, and snacks from a self-contained concession trailer in an area of Julia Davis Park generally identified on Exhibit A, attached hereto and incorporated herein.

Terms of ICED’s License include, but are not limited to:

ICED - License Agreement 2020
a) At no time may ICED disrupt the flow of vehicle or pedestrian traffic.
b) ICED may install, maintain, and operate signs as are necessary or convenient for ICED’s business use, provided that such installment is adjacent to ICED’s business and at ICED’s sole expense and with the prior written consent of Boise City, which consent shall not be unreasonably withheld, denied, or delayed. Signage shall be subject to applicable state and local laws and must be removed by the end of the Concession Season, or such earlier date of termination or revocation of this License.
c) ICED must provide and serve menu items that comply with the Boise City Healthy Food Policy, attached hereto and incorporated herein as Exhibit B.
d) ICED may not operate the business at Julia Davis Park during events in which the entire facility has been reserved. Boise City shall notify ICED at least ten (10) days prior to such events for which ICED is prohibited from business operations.
e) In the event of heavy use, excessive turf wear, or other unforeseen circumstances, Boise City shall be allowed to relocate ICED’s business operations to accommodate such circumstances.

2.2 Access to Licensed Premises: ICED may access the Park and operate the business known as “ICED” therein only during regular operating hours for the Park.

2.3 Non-exclusive Revocable License: ICED acknowledges this is a non-exclusive, revocable License for operation of ICED’s business on municipal park property. ICED acknowledges that Boise City, when possible, will seek competitive proposals for services within all the parks owned and operated by Boise City. Boise City reserves the right to solicit other business proposals for the same or similar services and to award additional licenses that, at Boise City’s sole discretion, best meet the needs of the Boise City.

2.4 Limitations on Use: ICED acknowledges this non-exclusive, revocable License does not guarantee participation in community or department sponsored events and activities held within the Park. Any arrangements for ICED participation at such events or activities, including all fees to event sponsors, are the sole responsibility of ICED. The terms of this Agreement shall continue to apply during ICED’s participation at such events, including ICED’s obligations to Boise City under Section V of this Agreement.

2.5 Lawful Business Use: During the term of this Agreement, ICED shall use the facility exclusively for the business described herein and in any attached exhibits. ICED shall not allow such premises or any part thereof to be used for any immoral or illegal purposes and shall not allow, suffer, or permit such premises to be used for any purpose, business, activity, use, function, or object to which Boise City objects in writing. ICED shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

ARTICLE III – TERM OF LICENSE

3.1 Term: This License Agreement shall become effective upon April 1, 2020 and expire October 31, 2020, or until such termination or default as provided for by this Agreement.
3.2 Renewal Option Terms: This Agreement may be renewed up to two (2) times for successive Concession Seasons. Formal execution of an Addendum to this Agreement, setting forth the intentions of Boise City and ICED to renew and any new or modified terms and conditions, shall be required for renewal. Neither Boise City nor ICED shall be under any obligation to renew this Agreement.

3.3 Termination: Except as otherwise provided herein, either Party may terminate this Agreement without cause and without regard to payment periods by providing the other Party thirty (30) days written notice. The ability to terminate this Agreement without cause expressly includes Boise City’s ability to terminate under any circumstances which involve non-appropriation of funds by the Boise City Council.

Special termination circumstances are as follows:

a) Total destruction: Should the Park or an essential part of the area used by ICED for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall immediately terminate.

b) Partial destruction: in the case of partial destruction of the area of the Park used by ICED for business operations, either Party may terminate this Agreement within ten (10) days following such partial destruction, such notice to be given to the other Party not less than ten (10) days prior to the chosen date of termination.

c) If ICED 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, Boise City may terminate this Agreement by giving written notice to ICED specifying the date of termination, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

ARTICLE IV – DUTIES OF ICED

4.1 Duties: In exchange for the privilege of obtaining this non-exclusive, revocable license, ICED agrees to:

a) Provide all services and business operations in a safe and law-abiding manner.

b) Follow all rules and regulations of Julia Davis Park and the laws of the city of Boise City.

c) Provide daily and continuous clean-up of all debris in the area used, occupied, and immediately adjacent to ICED’s business that is caused or created by ICED’s employees, servants, agents, business invitees, patrons, and guests.

d) Keep all company vehicles on roadways or parking lots within the property boundaries.

e) Pay for all damages to the Park caused directly or proximately by ICED’s business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had ICED’s business not operated within the Park.
f) At the termination of this Agreement, either by natural expiration or default as provided, return the area of use to its original condition excepting normal wear and tear.

4.2 No Assignment: ICED shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Boise City.

4.3 Limitations: This Agreement shall apply to and be binding on ICED only to the extent ICED’s business operates within the confines of the Park and as may be approved by Boise City.

4.4 Default and Cancellation: If ICED is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the State of Idaho, or applicable Boise City ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default within five (5) days written notice, then this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of ICED hereunder shall be terminated.

4.5 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, Boise City requires its business ICED 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 Boise City, result in revocation of this License:

   a) Harm or threat of harm to any member of the public, Boise City employee, Boise City government department or division, or Boise City property.
   b) Physical violence against persons or property.
   c) Sabotage of Boise City property or processes.
   d) Theft or unauthorized removal or possession of Boise City property or another person’s property from Boise City premises.
   e) Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.
   f) Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing, or otherwise inappropriate when conducting ICED’s business.
   g) Making malicious, vindictive, false, or harmful statements about others or engaging in verbal abuse, altercations, or outbursts.
   h) Any conduct that obstructs, disrupts, or interferes with Boise City business, service, work environment or administrative functions, including Boise City sponsored events.
   i) Untruthfulness related to use of the license which could hinder or jeopardize Boise City’s interests.
   j) Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on Boise City property or at Boise City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with this License.
4.6 Criminal History: ICED shall not employ to work under the terms of this License 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 18-8301-8331 (or similar statute from any other state or territory).

a) ICED, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, or agents to ascertain that there is no history of behavior that would make ICED or its employees, servants, or agents unsuitable to interact with children.

b) By signing this Agreement, ICED hereby certifies to Boise City that each of ICED's employees, servants, or agents is suitable and fit to interact with children and shall continue to be so during all times that ICED is conducting business operations within the Park.

ARTICLE V – FEES AND RELATED PROVISIONS

5.1 License Fee: For the privileges herein described, and beginning with the first day ICED commences business operations in the Park, ICED agrees to pay to Boise City a license fee of eight ($8.00) per weekday (Monday through Friday) and twenty-six dollars ($26.00) per weekend day (Saturday and Sunday). The fee shall be assessed for each day or partial day of business operation within the Park.

a) ICED shall operate the business "ICED" under the terms of this Agreement a minimum of five (5) days per week unless otherwise mutually agreed upon by both Parties in writing. If ICED is unable to operate five (5) days a week, ICED still agrees to pay Boise City a minimum license fee of forty ($40.00) per week during the Concession Season. Boise City shall have the sole discretion to waive this requirement if severe weather (e.g., torrential rains, flooding, smoke) hinders business operations.

b) ICED shall complete Affidavits of Licensing Fees, attached hereto and incorporated herein as Exhibit C, attesting to all days worked and not worked within the facility and setting forth the amount owed Boise City.

c) ICED shall submit the affidavits monthly with the corresponding payment.

5.2 Payment of License Fee; Notices to Boise City: Payment of the license fee shall be monthly and shall be due by the tenth (10th) day of the following month for which the fee was incurred. Payment of the license fee and all notices to Boise City set forth in this Agreement shall be made at the following address, without demand, or such other place as Boise City may designate to ICED in writing:

City of Boise – Department of Parks and Recreation
Attn: Community Programs Coordinator
1104 Royal Boulevard
Boise, Idaho 83706

ICED – License Agreement 2020
5.3 **Unpaid Fees:** All amounts not paid by ICED to Boise City when due shall bear a service charge at Boise City's prevailing rate on delinquent accounts. The said rate shall be applied from the date when the same was due until paid by ICED. Past due accounts shall be subject to a minimum administration charge per month which shall cover the costs of handling. ICED agrees that it shall pay and discharge all costs and expenses, including reasonable attorney's fees, incurred or expended by Boise City in collection of any delinquent amounts due.

5.4 **Other Taxes, Fees, or Charges:** Fees and charges paid to Boise City shall not include any taxes, fees, or license charges that may be levied, assessed or charged by any governmental entity on ICED. ICED agrees to pay such taxes, fees, or license charges directly to the appropriate taxing authority, without involving Boise City, or in the event ICED desires to contest such taxes, fees or license charges, such contest shall be in good faith and the taxes, fees, or charges in contest shall be bonded if not paid when due.

5.5 **Inspection of Records:** ICED agrees to maintain accurate business records and to allow Boise City to inspect any and all financial books, records, and receipts from the business operations conducted by ICED at the Park.

**ARTICLE VI – INDEMNIFICATION AND INSURANCE**

6.1 **Indemnification:** ICED shall protect, defend, and hold Boise City and its officials, agents and/or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of the negligent acts or omissions of ICED or its officers, agents, employees, contractors, subcontractors, or invitees incident to this License or the use or occupancy of the Park regardless of where the injury, death, or damage may occur.

The provisions of this section shall be deemed to be a separate contract between the Parties and shall survive the expiration, default, termination, or forfeiture of this License.

6.2 **Liability Insurance:** ICED shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers Liability Insurance in the form of a certificate of insurance issued on behalf of Boise City, naming Boise City as an additional insured on the liability policies, for the following minimum limits and coverage:

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<th>Type of Liability</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Product/Completed Operations Aggregate</td>
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<tr>
<td>Personal &amp; Advertising Injury Liability</td>
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<tr>
<td>Per Occurrence</td>
<td>$1,000,000.00</td>
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<tr>
<td>Fire Legal Liability</td>
<td>$50,000.00</td>
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ICED – License Agreement 2020
Commercial/Business Automobile Liability:

Limit will not be less than one million dollars ($1,000,000.00) per occurrence for owned, non-owned, and hired vehicles. Where applicable, Boise City shall be named as an additional insured.

Workers’ Compensation insurance, regardless of the number of employees or lack thereof, in the statutory limits as required by the State of Idaho.

Employers Liability Insurance in the following amounts:

Bodily Injury by Accident $100,000.00 each accident
Bodily Injury by Disease $500,000.00 policy limit
Bodily Injury by Disease $100,000.00 each employee

The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Boise City. If Boise City becomes liable for an amount in excess of the insurance limits herein provided, ICED covenants and agrees to indemnify and save and hold harmless Boise City from and for all such losses, claims, actions or judgments for damages or liability to persons or property. ICED shall provide Boise City with a Certificate of insurance or other proof of insurance evidencing ICED’s compliance with the requirements of this paragraph and file such proof of insurance with Boise City’s Risk Manager and Department of Parks and Recreation. If ICED fails to provide or maintain insurance in the amounts listed, even if cured by ICED at a subsequent date, such shall be deemed a breach by ICED, and Boise City may exercise any rights or remedies for such breach that Boise City may have under this License or at law or equity, including, without limitation, the right to terminate this License.

6.3 Other Insurance Coverage: ICED shall be solely responsible for obtaining any other types of insurance issued for the benefit of ICED, including but not limited to Property Insurance insuring the property owned by ICED which is used, held, or stored at the Park. Evidence of all such insurance shall be furnished to Boise City upon execution of this Agreement.

ARTICLE VII – GENERAL PROVISIONS

7.1 Non-Discrimination: ICED, in its use of the License herein granted, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation, gender identity or expression, religion, national origin or ancestry, familial status, age or disability. Non-compliance with such assurances shall constitute a breach of this Agreement, and in the event of non-compliance, Boise City may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

7.2 Compliance with Laws: In performing the scope of services required hereunder, ICED 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, Boise City hereby requires ICED to show proof of workers' compensation insurance and of compliance with any applicable statute, ordinance or regulation with which ICED is required to comply.

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

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.

7.5 Notice to ICED: ICED's address for all notices set forth in this Agreement shall be as follows, or such other Idaho address as ICED may designate to Boise City in writing:

    ICED
    Attn: Amanda Clark
    19254 Quarter Mile Lane
    Caldwell, ID 83607
    Telephone: (208) 870-9943

7.6 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.

7.7 Independent Parties: ICED is and shall at all times be considered an independent permittee and is in no way an employee of Boise City.

    a) The Parties intend that this Agreement create only an independent license relationship. ICED shall complete the services agreed upon with Boise City according to its own means and methods, which shall be in the exclusive control of ICED and which shall not be subject to the control or supervision of Boise City. The Parties agree that this Agreement does not entitle ICED or its employees or agents 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 ICED and its employees or agents.

    b) ICED is not required to perform its services exclusively for Boise City. ICED, its employees, or agents shall be responsible for any business registrations or licenses required by any governmental entity. Boise City shall not combine business operations with ICED.

    c) Neither ICED nor its employees or agents are to be considered agents or employees of Boise City for any purpose, including that of federal and state taxation, and neither ICED 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 Boise City does not require ICED to provide services exclusively to Boise City.
and that Boise City is free to contract to provide services to other entities during the term of this Agreement.

7.8 Entire Agreement: This instrument embodies the whole Agreement of the Parties and supersedes any and all other agreements or understandings. No failure of Boise City to exercise any power given it hereunder, or to insist upon strict compliance by ICED of any obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of Boise City's right to demand strict compliance with the terms hereof.

7.9 Duplicate Originals: This Agreement may be executed in several counterparts each of which shall be deemed an original.

7.10 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities was this Agreement.

7.11 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 next page]
IN WITNESS WHEREOF the Parties hereto have subscribed their names the date first written above.

CITY OF BOISE

By: ____________________________
Lauren McLean, Mayor

ICED

By: ____________________________
Amanda Clark
Owner, "ICED"

Attest:

_______________________________
Lynda Lowry, City Clerk ex officio

STATE OF IDAHO )
) ss.
County of Ada )

On this 14th day of April, 2020, before me, a notary public, personally appeared Amanda Clark, known or identified to me to be owner of a concession business known as ICED, who executed the within instrument on behalf of himself and the business.

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

P. Trunnell
Notary Public for Idaho
Commission Expires 11-17-23
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

W W Deal Agency Inc
917 2nd St South
Nampa
ID 83651-

NAME: Isaiah Via
PHONE (978)466-2465
FAX (978)466-2471
E-MAIL: jvia@dealinsures.com

INSURED

ICED
19254 Quarter Mile Lane
Caldwell
ID 83607-

INSURER A: Mutual Of Enumclaw Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>POLICY LIMITS</th>
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<tr>
<td>EACH OCCURRENCE</td>
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<tr>
<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
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<tr>
<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADJ INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<tr>
<td>PRODUCTS- COMPO AGRG</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Boise - Department of Parks and Recreation
1104 Royal Boulevard
Boise
ID 83706-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
TO: Mayor and Council
FROM: Amy Snyder, Department of Aviation
NUMBER: RES-172-20
DATE: April 21, 2020
SUBJECT: Idaho Transportation Department Property Use Agreement

BACKGROUND:

The attached property use agreement is for short term storage of stockpiled products in mineral source AD-53 and access to the site for removal of the stockpiled products owned by ITD. The agreement provides for indemnification and insurance. In exchange, the City (Airport) will receive quit claim deeds for two (2) surplus property parcels, one being a 2.5 acre triangle shaped parcel, Parcel ID# S1035120700, and the other parcel being a 1.9 acre triangle shaped parcel, Parcel ID# S1035142150 (see attached exhibit).

FINANCIAL IMPACT:
None

ATTACHMENTS:

- ITD_AD-53_Property Use Agreement FINAL_4-17-20_Signed  (PDF)
- Surplus Parcels Exhibit  (PDF)
BY THE COUNCIL BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING A PROPERTY USE AGREEMENT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND THE IDAHO TRANSPORTATION DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE 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 Property Use Agreement, a copy of which is attached hereto marked Exhibit “A” and made a part hereof by attachment be, and the same hereby is, 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 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.
PROPERTY USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THE CITY OF BOISE, BY AND THROUGH THE DEPARTMENT OF AVIATION (“Grantor”), whose principal address is 3201 Airport Way, Suite 1000, Boise, Idaho 83705, for and in consideration of two (2) surplus property parcels, one being a 2.5 acre triangle shaped parcel, Parcel ID# S1035120700, and the other parcel being a 1.9 acre triangle shaped parcel, Parcel ID# S1035142150, hereby waives any and all storage fees and grants unto THE IDAHO TRANSPORTATION DEPARTMENT, whose principal address is 3311 W. State Street, Boise, Idaho 83703 (“Grantee”), the right to go upon, occupy, and carry out tasks as described below on the following property until such tasks are completed between April 20, 2020 and September 20, 2020:

That portion of property as depicted on Exhibit A attached hereto and made a part hereof and described as: property located on Gekeler Lane in the SW1/4 NE1/4 and NW1/4 SE1/4, Township 3 North, Range 2 East, Section 35, Boise Meridian (“Grantor’s Property”).

For the purpose of removing stockpiled ITD owned riprap and materials. Such area, as depicted on Exhibit A with a cross-hatched area, which said stockpiles containing quantities as described in Exhibit B, together with the right and privilege of ingress and egress to and from said area for such purposes. This agreement in no way gives permission to work on property not previously leased by the Grantee. The following conditions apply:

- **Gate Security**: Gate shall be locked at all times while not in use.
- **Best Management Practices**: ITD shall perform best management practices at this source, including no off-site tracking of material, removal of all trash, and immediate clean-up of fuel spills and reporting as required.
- **Restrictions**: Operating hours shall be 6:00 am to 6:00 pm, no night work shall be allowed.

**Indemnification**: To the fullest extent permitted by law, Grantee shall indemnify, hold harmless, and defend Grantor and Grantor’s elected and appointed officials, officers, employees, agents, affiliates, representatives, contractors, volunteers, guests, business invitees and all of the persons acting for, by, or through, and in any way on behalf of Grantor from, against, and for any and all losses, damages, liabilities, deficiencies, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (“Claims”), including reasonable attorneys’ fees, arising, alleged to arise out of, or relating in any way to any acts or omissions to act of Grantee and Grantee’s agents, employees, guests, business invitees, and all of the persons acting for, by, or through, and in any way on behalf of Grantee.
Project: **Materials Source AD-53**

Grantee’s indemnification and hold harmless obligations under this Section apply to both direct and third-party Claims and are triggered upon Grantor’s provision of notice of a Claim to Grantee. Grantee’s duty to defend applies immediately regardless of whether Grantor has paid any sums or incurred any detriment arising out of or relating directly or indirectly to any Claim.

Grantee shall assume control of the defense, appeal, or settlement of a Claim by sending prompt written notice of the assumption to Grantor through which it will acknowledge responsibility for the defense. Grantee will then undertake, conduct and control the defense through counsel reasonably approved by Grantor, at Grantee’s sole cost and expense. Grantee shall give prompt written notice to Grantor of any proposed settlement. Grantee may not settle or compromise any Claim or consent to the entry of any judgment without Grantor’s prior written consent, which consent shall be at Grantor’s sole discretion. Notwithstanding anything to the contrary herein, Grantor may defend a claim with counsel of its own choosing and without Grantee’s participation when Grantor determines it is in its best interests to do so.

Grantee shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Comprehensive General Liability Coverage in the minimum amount as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of the Idaho Code. Grantee’s liability coverage is provided through a self-funded liability program administered by the Idaho Office of Insurance Management. Limits of liability and indemnification are $500,000.00 Combined Single Limits, which amount is Grantee’s limit of liability under the Idaho Tort Claims Act, this indemnification and this Agreement. Upon request, Grantee shall provide evidence of financial responsibility, which will consist of a Certificate of Financial Responsibility listing City as additionally covered.

Limits of insurance will not be deemed a limitation of Grantee’s above-described covenant to indemnify, hold harmless and defend.

The rights, obligations and provisions of this Section shall be deemed to be a separate contract between Grantor and Grantee and shall survive the expiration or termination of this Agreement for a period of two (2) years. Notwithstanding anything to the contrary herein, Grantee shall have no obligation to provide defense, hold harmless or indemnification as provided above for matters arising or alleged to have arisen from the acts, omissions or negligence of the Grantor or Grantor’s elected and appointed officials, officers, employees, agents, affiliates, representatives, contractors, volunteers, guests, business invitees and all of the persons acting for, by, or through, and in any way on behalf of Grantor. In addition, Grantee’s obligation shall only extend to the extent of liability caused by Grantee’s own conduct.
Project: **Materials Source AD-53**

Grantee shall be responsible for any and all damages to Grantor’s property that may occur as a result of the work conducted by Grantee and/or its contractors and shall, at Grantee’s expense, return said property to its original condition prior to such damage.

It is expressly intended that these burdens and restrictions shall be in full force and effect and shall bind Grantee, its heirs, successors and assigns. Grantor does hereby covenant with Grantee that Grantor lawfully owns and possesses the aforementioned and described land, and Grantor has a good and lawful right to grant such use.

Nothing in this Agreement shall serve to waive Grantee’s requirement to complete environmental remediation in accordance with its reclamation plan.

IN WITNESS WHEREOF, Grantor has hereunto set his hand this _____ day of April, 2020.

**GRANTOR:**

CITY OF BOISE, by and through the DEPARTMENT OF AVIATION

By: ____________________________

    Lauren McLean, Mayor

ATTEST:

______________________________

City Clerk

**GRANTEE:**

IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT

By: ____________________________

    Title: ITD, District 3 Property Manager

Printed Name: Roger D. Edwards
EXHIBIT “A”
EXHIBIT “B”

ITD Stockpile Quantities in Materials Source AD-53: Effective Date: **4-6-2020**

- **ITD - 3/4” Aggregate Stockpile**  Quantity = 228.43 cubic yards
- **ITD - Sand Stockpile**  Quantity = 1,262.40 cubic yards
- **ITD - RAP Stockpile**  Quantity = 286.50 cubic yards
- **ITD - Riprap Stockpile**  Quantity = 1,215.61 cubic yards
- **ITD - Riprap in Berm Area**  Quantity = 1,652.77 cubic yards
- **ITD - Riprap Waste Site**
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.
Parcel: S1035120700

Primary Owner: IDAHO STATE (DEPT OF LANDS)

Second Owner: 

Owner Address: PO BOX 83720
BOISE, ID 83720-0000

Property Address: S MARKET ST
BOISE, ID 83716-0000

Zoning: M-1D

Subdivision: 

Section: 3N2E35

Assessed Acres: 2.5

Legal Description:
PAR #0700 OF NW4NE4
SEC 35 3N 2E

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. gis@cityofboise.org
Parcel Report

Date Generated: 4/10/2019 11:02:21 AM
Powered by BoiseMaps

Parcel: S1035142150
Primary Owner: IDAHO STATE (DEPT OF LANDS)
Second Owner:
Owner Address: PO BOX 83720
                    BOISE, ID 83720-0000
Property Address: W I-84 RD
                    BOISE, ID 83716-0000
Zoning: M-1D
Subdivision:
Section: 3N2E35
Assessed Acres: 1.9

Legal Description:
PAR #2150 OF SE4NE4
SEC 35 3N 2E

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. gis@cityofboise.org

Attachment: Surplus Parcels Exhibit (RES-172-20 : Idaho Transportation Department Property Use Agreement)
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-173-20
DATE: April 24, 2020

BACKGROUND:
The Public Works Department solicited proposals to provide miscellaneous architectural services, to be used on an as needed basis, to complete smaller design projects. Projects may involve the design for renovation/remodeling work on City-owned facilities as well as design for new facilities. It is anticipated that the City will contract with a variety of firms based on differences of size and identified expertise in such areas as remodeling, repair and maintenance projects, and space planning. Because of the variety of anticipated projects and completed projects, eight firms were selected. All City departments will have access to these services.

RECOMMENDATION:
Finance and Administration and Public Works staff recommend that RFP 17-234(A) be renewed for one (1) year, beginning May 9, 2020, and ending May 8, 2021, not to exceed Budget on Task Order Basis. This is the second (2nd) and final renewal allowed by the Agreement.

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

ATTACHMENTS:
- RFP 17-234(A) Contract Renewal (PDF)
A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(A), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND CSHQA; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works staff recommended award of RFP 17-234(A), Miscellaneous Architectural Services, to the best qualified proposers, one of which is CSHQA; and

WHEREAS, during their meeting of March 26, 2019, the City Council followed staff recommendation and awarded Resolution No. 116-19 to CSHQA; 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, CSHQA, 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) and final renewal 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 CSHQA, for RFP 17-234(A), Miscellaneous Architectural 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.
April 21, 2020

Craig Slocum craig_slocum@cshqa.com
CSHQA
200 Broad
Boise ID 83702

RE: Renewal of Boise City RFP 17-234(A), Misc. Architectural Services

Dear Mr. Slocum:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 17-234(A), Boise City is interested in renewing the agreement for one year, beginning May 9, 2020, and ending May 8, 2021, in annual amount not to exceed budget on a task order basis. This is the second and final renewal 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 as well. Please also supply any rate increases as allowed by the agreement.

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 me by email, tleatham@cityofboise.org.

Sincerely,

Tammi Leatham
Public Works Purchasing Advisor

[Signature] 4-24-20

Colin Millar
P2P Manager

APPROVED BY:

Mayor Lauren McLean

ATTEST:

City Clerk

Please renew the agreement ___ yes ___ no

ACCEPTED BY:

[Signature] 04/24/20

John D. Maulin, Executive Vice President

Print Name
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-174-20
DATE: April 27, 2020

BACKGROUND:

The Public Works Department solicited proposals to provide miscellaneous architectural services, to be used on an as needed basis, to complete smaller design projects. Projects may involve the design for renovation/remodeling work on City owned facilities as well as design for new facilities. It is anticipated that the City will contract with a variety of firms based on differences of size and identified expertise in such areas as remodeling, repair and maintenance projects, and space planning. Because of the variety of anticipated projects and completed projects, eight firms were selected. All City departments will have access to these services.

RECOMMENDATION:

Finance and Administration and Public Works staff recommend that RFP 17-234(H) be renewed for one (1) year, beginning May 9, 2020, and ending May 8, 2021, not to exceed Budget on Task Order Basis. This is the second (2nd) and final renewal allowed by the Agreement.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- RFP 17-234(H) Contract Renewal (PDF)
A RESOLUTION APPROVING THE RENEWAL OF RFP 17-234(H), MISCELLANEOUS ARCHITECTURAL SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND TROUT ARCHITECTS/CHARTERED; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works staff recommended award of RFP 17-234(H), Miscellaneous Architectural Services, to the best qualified proposers, one of which is Trout Architects/Chartered; and

WHEREAS, during their meeting of March 26, 2019, the City Council followed staff recommendation and awarded Resolution No. 123-19 to Trout Architects/Chartered; 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, Byron Folwell, 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) and final renewal 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 Trout Architects/Chartered, for RFP 17-234(H), Miscellaneous Architectural 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.
April 21, 2020

Steve Trout, President  
Trout Architects / Chartered 
2504 W. Kootenai 
Boise ID 83705

RE: Renewal of Boise City RFP 17-234(H). Misc. Architectural Services

Dear Mr. Trout:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 17-234(H), Boise City is interested in renewing the agreement for one year, beginning May 9, 2020, and ending May 8, 2021, in annual amount not to exceed budget on a task order basis. This is the second and final renewal 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 as well. Please also supply any rate increases as allowed by the agreement.

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 me by email, tleatham@cityofboise.org.

Sincerely,

Tammi Leatham  
Public Works Purchasing Advisor

[Signature]  
City Purchasing Agent  
Date 

APPROVED BY:

[Signature]  
Mayor Lauren McLean  
Date 

ATTEST:

[Signature]  
City Clerk  
Date 

Please renew the agreement  
X yes  
no
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-175-20
DATE: April 23, 2020
SUBJECT: Renewal RFP 16-147: Misc. GIS Services: IT: Power Engineers, Inc.: NTE $100,000.00

BACKGROUND:
Department Staff occasionally requires GIS work completed that neither the department nor Information Technology GIS Staff can get done in a timely fashion due to workload. This would allow that work to move forward as needed and as budgeted on a task order basis.

RECOMMENDATION:
Finance and Administration and Information Technology staff recommend that RFP 16-147 be renewed for one (1) year, beginning May 10, 2020, and ending May 9, 2021, not to exceed $100,000.00. This is the fourth (4th) of four (4) annual renewals allowed by the Agreement.

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

ATTACHMENTS:
- RFP 16-147 FY20-21 Contract Renewal (PDF)
CITY OF BOISE

Resolution NO. RES-175-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING THE RENEWAL OF RFP 16-147, MISCELLANEOUS GIS SERVICES, BETWEEN THE CITY OF BOISE CITY (INFORMATION TECHNOLOGY) AND POWER ENGINEERS, 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 16-147, Miscellaneous GIS Services, to the best qualified proposer, Power Engineers, Inc.; and

WHEREAS, during their meeting of March 26, 2019, the City Council followed staff recommendation and awarded Resolution No. 115-19 to Power Engineers, 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, Power Engineers, Inc. has agreed to renew the contract under the terms and conditions as specified in the attached renewal letter; and

WHEREAS, this is the fourth (4th) of four (4) 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 Power Engineers, Inc. for RFP 16-147, Miscellaneous GIS 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.
April 22, 2020

Bart Koenig
Power Engineers, Inc.
2041 South Cobalt Point Way
Meridian, ID 83642
barl.koenig@powereng.com

RE: Renewal of Boise City RFP 16-147: Miscellaneous GIS Services, Power Engineers, Inc., Information Technology, Boise City

Dear Bart:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 16-147, Boise City is interested in renewing the contract for one year, beginning May 10, 2020 and ending May 9, 2021, in an annual amount not to exceed $100,000.00. This is the fourth (4th) of four (4) 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

Colin Millar, Purchasing Manager
City of Boise

4/22/2020

Date

ACCEPTED BY:

Power Engineers, Inc.

By Bart Koenig

Date:

Print Name

APPROVED BY:

Mayor

Date

ATTEST:

City Clerk

Date


BOISE CITY COUNCIL: Elaine Clegg (President), Holli Woodings (President Pro Tem), Patrick Bageant, Lisa Sánchez, Jimmy Hellyburton, TJ Thomson

CITYOFBOISE.ORG
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-176-20
DATE: April 24, 2020
SUBJECT: Renewal RFP 19-271(B): Geothermal System Upgrades: PW: Titan Technologies; NTE Budget TO Basis

BACKGROUND:
The Public Works Department solicited proposals to provide construction services related to geothermal system repairs and upgrades. Projects include pipeline repairs, pipeline replacements, valve replacements, vault repairs and other miscellaneous projects identified to upgrade the existing geothermal system. The City anticipates the total amount of all the projects to be $700,000, although additional work may be added throughout the year. Projects will be contracted on a time and materials basis, contractors will be required to document projects individually. Pay estimates shall be project specific.

There are approximately 45 separate projects anticipated to be completed during the term of the contract. It is estimated the average project will be in the range of $5,000 to $20,000.

RECOMMENDATION:
Finance and Administration and Public Works Department staff recommend that RFP 19-271(B) be renewed for one (1) year, beginning May 21, 2020, and ending May 20, 2021, not to exceed Budget on Task Order Basis. This is the first (1st) of two (2) annual renewals allowed by the Agreement.

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

ATTACHMENTS:
- RFP 19-271(B) Contract Renewal (PDF)
A RESOLUTION APPROVING THE RENEWAL OF RFP 19-271(B), GEOTHERMAL SYSTEM UPGRADES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS) AND TITAN TECHNOLOGIES INC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works staff recommended award of RFP 19-271(B), Geothermal System Upgrades, to the best qualified proposers, one of which is Titan Technologies, Inc.; and

WHEREAS, during their meeting of May 21, 2019, the City Council followed staff recommendation and awarded Resolution No. 216-19 to Titan Technologies 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, Titan Technologies, Inc., has agreed to renew the contract under the terms and conditions as specified in the attached renewal letter; and

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

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

Section 1. That the Renewal by and between the city of Boise City and Titan Technologies, Inc., for RFP 19-271(B), Geothermal System Upgrades, 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.
April 22, 2020

Titan Technologies, Inc.  clcox2211@msn.com
5717 W. Albatros
Boise ID 83705

RE: Request for Renewal of 2019 Geothermal System Upgrades Agreement, RFP 19-271(B)

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 19-271(B), Boise City is interested in renewing the agreement for one year, beginning May 20, 2020, and ending May 20, 2021, in annual amount not to exceed budget on a task order basis. This is the first (1st) of two (2) possible renewals as 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 as well. Please also supply any rate increases as allowed by the agreement.

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 me by email, tleatham@cityofboise.org.

Sincerely,

Tammi Leatham
Public Works Purchasing Advisor

Please renew the agreement ___yes___no

Colin McLean  4-24-20
City Purchasing Agent  Date

ACCEPTED BY:

Clifton Cox
Signature  4-24-2020
Date

Print Name

APPROVED BY:

Mayor Lauren McLean  Date

ATTEST:

City Clerk  Date
BACKGROUND:

The Public Works Department solicited proposals to provide construction services related to geothermal system repairs and upgrades. Projects include pipeline repairs, pipeline replacements, valve replacements, vault repairs and other miscellaneous projects identified to upgrade the existing geothermal system. The City anticipates the total amount of all the projects to be $700,000, although additional work may be added throughout the year. Projects will be contracted on a time and materials basis, contractors will be required to document projects individually. Pay estimates shall be project specific.

There are approximately 45 separate projects anticipated to be completed during the term of the contract. It is estimated the average project will be in the range of $5,000 to $20,000.

RECOMMENDATION:

Finance and Administration and Public Works staff recommend that RFP 19-271(C) be renewed for one (1) year, beginning May 21, 2020, and ending May 20, 2021, not to exceed Budget on Task Order Basis. This is the first (1st) of two (2) annual renewals allowed by the Agreement.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- RFP 19-271(C) Contract Renewal (PDF)
RESOLUTION NO. RES-177-20

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

A RESOLUTION APPROVING THE RENEWAL OF RFP 19-271(C), GEOTHERMAL
SYSTEM UPGRADES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS)
AND AMERICAN GENERAL CONTRACTORS, INC.; AUTHORIZING THE MAYOR
AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works staff recommended award of
RFP 19-271(C), Geothermal System Upgrades, to the best qualified proposers, one of which is
American General Contractors, Inc.; and

WHEREAS, during their meeting of May 21, 2019, the City Council followed staff
recommendation and awarded Resolution No. 215-19 to American General Contractors, 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, American General Contractors, Inc., has agreed to renew the contract under
the terms and conditions as specified in the attached renewal letter; and

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

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

Section 1. That the Renewal by and between the city of Boise City and American
General Contractors, Inc., for RFP 19-271(C), Geothermal System Upgrades, 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.
April 22, 2020

American General Contractors 
PO Box 1381 
Meridian, ID 83640

RE: Request for Renewal of 2019 Geothermal System Upgrades Agreement, RFP 19-271(C)

in conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 19-271(C), Boise City is interested in renewing the agreement for one year, beginning May 21, 2020, and ending May 20, 2021, in annual amount not to exceed $200,000 on a task order basis. This is the first (1) of two (2) possible renewals as 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 as well. Please also supply any rate increases as allowed by the agreement.

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 me by email, fleatham@cityofboise.org.

Sincerely,

Tammi Leatham
Public Works Purchasing Advisor

City Purchasing Agent

APPROVED BY:

Date

Mayor Lauren McLean

ATTEST:

City Clerk

Packet Pg. 171

TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-178-20
DATE: April 23, 2020
SUBJECT: CP 20-299; Hazardous Materials Trailer; BFD; VT Hackney, Inc.; $250,792.00

BACKGROUND:
This is for the procurement of a Hackney LT2700 HazMat Command Unit for Boise Fire Department use. Fleet Services and Fire staff has determined it would be in the best interest of the City to purchase the Hackney LT2700 HazMat Command Unit through VT Hackney, Inc. under the Sourcewell agreement, # 022818-VTH. Sourcewell is a member owned cooperative, serving all governmental agencies, and provides nationally leveraged and competitively solicited purchasing contracts.

Procurement through the Sourcewell cooperative purchasing program for public agencies is authorized by Idaho Code Section 67-2807, which permits a political subdivision to participate in cooperative purchasing programs established by an association that offers its goods or services as a result of competitive solicitation processes.

RECOMMENDATION:
Finance and Administration and Fire Department staff recommend authorization to procure CP 20-299 Hackney LT2700 HazMat Command Unit from VT Hackney, Inc., not to exceed $250,792.00.

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

ATTACHMENTS:
- CP 20-299 Contract for Council (PDF)
- CP 20-299 Quote (PDF)
CITY OF BOISE

Resolution NO. RES-178-20

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

A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-299 HAZARDOUS MATERIALS TRAILER CITY OF BOISE CITY (FIRE DEPARTMENT) AND VT HACKNEY, INC. OFF OF SOURCEWELL, CONTRACT NUMBER #002818-VTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sourcewell is a cooperative purchasing organization that has competitively bid a contract with VT Hackney, Inc., Contract Number # 022818-VTH, for Hackney LT2700 HazMat Command Unit and allows the City to use the resulting contract; and

WHEREAS, Finance and Administration and Fire Department staff recommend authorization to procure CP 20-299, Authorization to procure a Hazardous Materials Trailer (Hackney LT2700 HazMat Command Unit), from VT Hackney, Inc., of off Sourcewell, Contract Number # 022818-VTH, not to exceed $250,792.00.

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

Section 1. That authorization to procure CP 20-299, Authorization to procure a Hazardous Materials Trailer (Hackney LT2700 HazMat Command Unit) by and between the city of Boise City and VT Hackney, Inc. off of Sourcewell, Contract # 022818-VTH, not to exceed $250,792.00, is hereby approved.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
GOODS/EQUIPMENT CONTRACT AGREEMENT  
PURCHASING CONTRACT NUMBER CP 20-299

Project: Hazardous Materials Trailer (Hackney LT2700 HazMat Command Unit)
Vendor: VT Hackney, Inc.

Owner: Fire, City of Boise, Ada County, Idaho, a municipal corporation

This GOODS/EQUIPMENT CONTRACT AGREEMENT ("Agreement") is made this ______ day of __________, 20__ ("Effective Date") by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and VT Hackney, Inc., hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

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

   Vendor Quote # BB191231-0009
   Goods/Equipment Contract Agreement
   Sourcewell Contract # 022818-VTH
   Automobile Insurance
   Workers' Compensation
   Liability Insurance
   Acknowledgements

In the event of a conflict between the provisions of the Contract Documents, the conflict shall be resolved by giving precedence in the following order: the most recent mutually executed contract amendment (if any), this Agreement, Sourcewell Contract # 022818-VTH, then Vendor Quote # BB191231-0009.

2. Amount of Contract: In an amount Not to Exceed two hundred fifty thousand seven hundred ninety-two dollars ($250,792.00).

3. Delivery Time: Vendor shall deliver within 180-240 calendar days of the Effective Date. F.O.B. Destination.

4. Guarantee: In addition to other guarantees and warranties in the Contract Documents, Vendor guarantees that the subject matter equipment of this Agreement will meet or exceed the minimum specifications set forth in Vendor's Quote. If Owner finds that the equipment delivered does not conform to these specifications, the Vendor will be required, at their expense, to make all corrections necessary to promptly bring the unit into compliance. Guarantees and warranties of Vendor in the Contract Documents shall survive the expiration or termination of the Agreement.

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

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

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

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

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

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

8. Method of Payment: Vendor will invoice Owner's Fire Department directly for all current amounts earned under this Agreement. Owner will pay all invoices within thirty (30) days after receipt.

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

City of Boise
Fire Department
911 W 5th Street

VT Hackney, Inc.
911 W 5th Street
Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

10. **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.

11. **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.

12. **Force Majeure:** Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by unforeseeable occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; epidemics, pandemics, fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall notify Owner as soon as reasonably possible and then Vendor be entitled to a reasonable extension of time for performance of its Services under this Agreement. In addition, any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by the COVID-19 pandemic due to the unforeseen and far reaching impacts on supply chains and component availabilities.

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

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

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor’s responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.
15. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

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

17. Compliance with Laws: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

18. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor's compensation, which are mutually agreed upon by and between the Owner and the Vendor, shall be incorporated in written amendments to this Agreement. No modification, change or amendment to this Agreement will be valid unless it is in writing and executed by authorized signatories for each party.

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

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

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

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

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. Term: This Agreement shall not be valid for more than One Year from the date of approval by the Owner.

25. 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.

26. Applicable Law and Venue: 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. The parties irrevocably agree that the exclusive venue for any litigation arising between the parties in connection with this matter shall be in a court of competent jurisdiction in Ada County, Idaho.

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

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

END OF AGREEMENT
CP 20-299

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

VT Hackney, Inc.
911 W 5th Street
Washington, NC 27858

Signature  Date

Print Name

ACKNOWLEDGMENT

Nc
State of Idaho  }
: ss.
County of Beaufort

On the 23rd day of April, 2020, before me, the undersigned Notary Public, personally appeared Neal Dixon, 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 Washington, NC
Commission Expires: May 10, 2023

(SEAL)
CITY OF BOISE

APPROVED BY:

____________________________  ________________________
Mayor Date

ATTEST: ________________________________  CONTRACT AMOUNT:

____________________________  $250,792.00
City Clerk Date
CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF NC

COUNTY OF Beaufort

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.

VT Hackney, Inc.

(Contractor Name)

911 W 5th Street

(Address)

Washington, NC 27858

(City and State)

__________________________

(Signature)

Subscribed and sworn to before me the 23rd day of April, 2020

__________________________

(Notary Public)

Washington, NC

(City and State)

Commission Expires: May 10, 2023
SOURCEWELL SCHEDULE PURCHASE
Contract No. 022818

DATE: April 14, 2020

To: City Of Boise Member ID 2114
Contact: Dennis Falconer

Base Model Number CM-2900

Base Model Number CM-2900 with 9% Discount

Deletion of Cab chassis and Two (2) foot of body
Conversion to a trailer platform LT-2700

Sourcewell Contract Total

F.O.B: Washington North Carolina

Delivery: 270 days A.R.O

VT Hackney, Inc.
By:

Neal Dixon, General Manager
Emergency Vehicle Division

All contracts and any subsequent payments are issued only to
VT Hackney, Inc. of Vision Technologies Systems.

Price does not include any applicable taxes or license fees
Price valid for a maximum of 30 days, unless noted elsewhere herein.

911 WEST 5TH STREET P.O. BOX 880 WASHINGTON NC 27889-0880 PHONE 252-946-6521 FAX 252-975-8393

http://www.vthackney.com/
April 2, 2020

Dennis Falconer  
Vehicle Maintenance Division Manager  
City of Boise  
Boise, Idaho 83705

Re: HazMat Command Trailer

Thank you, for your interest in Hackney Emergency Vehicles. We would like to propose one (1) Hackney LT2700 HazMat Command unit as attached for $250,792.00. This price includes a preconstruction trip for two (2) department personnel, a final inspection trip for two (2) department personnel to final inspect the unit at our plant in Washington, NC and delivery to Boise, ID.

Obviously this does not mean these are the only options and configurations available. The intent is to design a unit that meets the specific requirements of your organization.

Delivery at this time is expected to be 180 to 240 days after completion of a successful preconstruction conference.

Call me anytime so we can discuss further refinements or answer your questions regarding this anticipated purchase. We look forward to working with you on this project soon.

Sincerely,

Brian L. Bingaman

Brian L. Bingaman  
Business Development Manager  
Hackney Emergency Vehicles
City of Boise Fire Department
7007 Reserve Street
Boise, ID 83712

Exp. Date: 01/30/2020
Quote No: BB191231-0009

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<td>00-00-0000</td>
<td>== LIGHT TRAILER - revised 02/09 - 1.001 ==</td>
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<td>00-00-0000</td>
<td>=== QW Release - Effective 02/18/20 ===</td>
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<td>02-10-1000</td>
<td>OAH Restriction - None</td>
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<td>02-10-1100</td>
<td>OAL Restriction - None</td>
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<td>INTENT OF SPECIFICATIONS</td>
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CHASSIS RELATED OPTIONS

BODY and FRAME OPTIONS

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<th>PART NO</th>
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<td>20-00-SP01</td>
<td>MOUNTING - TRAILER BODY - TRI-AXLE</td>
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<tr>
<td>20-09-6010</td>
<td>TRAILER FRAME - LIGHT DUTY - GOOSENECK - TRI-AXLE</td>
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<td>20-19-6120</td>
<td>TRAILER BODY - LT2700 COMMANDER - GOOSENECK - 3-AXLE</td>
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BODY OPTIONS

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<tbody>
<tr>
<td>20-51-0110</td>
<td>ROOF, BRIGHT ALUMINUM TREADPLATE - STD PATTERN</td>
</tr>
<tr>
<td>20-70-0110</td>
<td>DOOR, SIDE PERSONNEL ENTRANCE - up to 83” H</td>
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<tr>
<td>20-70-0115</td>
<td>RAMP DOOR, REAR TRAILER</td>
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<tr>
<td>20-70-0151</td>
<td>WINDOW, DOOR - 30”H X 18”W - SLIDING - Powdercoated frame (EA).</td>
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<td>20-70-0161</td>
<td>GRAB RAIL - CURVED - STD DOOR</td>
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<tr>
<td>20-70-0181</td>
<td>WINDOW - BODY - 24”H X 36”W - SLIDING (EA) - Solar Tint</td>
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<tr>
<td>20-70-2210</td>
<td>MONITOR ACCESS DOOR &amp; COMP'T- EXTERIOR - 28.50”H x 40”W x 8”D</td>
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<tr>
<td>20-71-0310</td>
<td>FENDERETTES, BLACK RUBBER (PR)</td>
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<tr>
<td>20-71-2600</td>
<td>ROOF ANTENNA MOUNTING RAILS - (2) 58”</td>
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<td>20-82-1000</td>
<td>DATA ENTRY ACCESS DOOR</td>
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INTERIOR PERSONNEL COMP’T OPTIONS

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<td>21-08-0590</td>
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<td>21-08-0594</td>
<td>COUNTER TOP - SOLID SURFACE - up to 102”L x 28”D</td>
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<td>21-08-0950</td>
<td>MOUNTING RAILS - T-SLOTTED (FT)</td>
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<td>21-20-0100</td>
<td>CHAIR, SWIVEL LOW BACK TASK (EA)</td>
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<td>PART NO</td>
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<td>21-20-0510</td>
<td>SEAT, BENCH - 2-MAN - 60&quot;</td>
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<tr>
<td>21-20-0511</td>
<td>BACKREST CUSHION - 59&quot;</td>
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<td>21-20-1020</td>
<td>SEAT, FLIP-UP - TWO-MAN</td>
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<td>21-20-4000</td>
<td>SEATBACK CUSHION - SCBA CRADLE TYPE (EA)</td>
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<tr>
<td>21-20-SP01</td>
<td>FILE CABINET</td>
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<tr>
<td>21-20-SP03</td>
<td>CABINET - UPPER 120&quot; - &quot;A&quot;</td>
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<tr>
<td>21-20-SP04</td>
<td>CABINET - UPPER 40&quot; - &quot;B&quot;</td>
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<td>21-20-SP05</td>
<td>CABINET - LOWER 80&quot; - &quot;C&quot;</td>
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<td>21-20-SP06</td>
<td>CABINET - LOWER 50&quot; - &quot;D&quot;</td>
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<td>21-20-SP07</td>
<td>CABINET - LOWER 36&quot; - &quot;E&quot;</td>
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<td>21-20-SP08</td>
<td>CABINET - FULL HEIGHT - &quot;F&quot;</td>
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<tr>
<td>21-30-1305</td>
<td>TIE-DOWN, FLOOR D-RING - RECESSED 300#</td>
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<tr>
<td>21-30-SP01</td>
<td>FLOORING - LONSEAL SAFETY - 26-ft</td>
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**EXTERIOR BODY OPTIONS**

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<td>22-25-6200</td>
<td>STEP, ELECTRIC, AUTO RETRACT (RV Type)</td>
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<td>22-50-3010</td>
<td>LICENSE PLATE INSERTS &amp; LIGHT</td>
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<tr>
<td>22-51-1000</td>
<td>MUD FLAPS, REAR (PR) BLACK RUBBER</td>
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**INTERIOR BODY COMP’T OPTIONS**

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<tr>
<td>23-11-0505</td>
<td>UNISTRUT &quot;C&quot; CHANNEL (set of 4) - up to 30&quot;L</td>
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<td>23-11-2003</td>
<td>SHELF (EA) up to 69W X 27D</td>
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<tr>
<td>24-39-0000</td>
<td>E-TRACK (each) - 10-ft Sections</td>
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**EXTERIOR OPTIONS**

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<td>28-51-1036</td>
<td>HANDRAIL - 36&quot; LED LIGHTED - KNURLED SAFETY GRIP (EA)</td>
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<td>29-50-1100</td>
<td>ESCAPE HATCH &amp; ROOF VENT - 26&quot; x 26&quot;</td>
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**PAINT OPTIONS**

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<td>40-00-0121</td>
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<td>42-12-0000</td>
<td>TOUCH-UP PAINT, ONE QUART</td>
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<td>42-99-0000</td>
<td>UNDERCOATING CAB, FRAME &amp; BODY</td>
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**LETTERING and GRAPHICS**

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<td>STRIPE, REFLECTIVE 6&quot; PRICE PER FOOT REQS DWG</td>
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<td>43-20-8002</td>
<td>CHEVRON STRIPE - MEDIUM/HEAVY REAR BODY W/NO REAR DOOR - ORALITE V98 PRE-ST</td>
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**12VDC ELECTRICAL OPTIONS**

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**DOT LIGHTING**

<table>
<thead>
<tr>
<th>PART NO</th>
<th>DESCRIPTION</th>
<th>QTY</th>
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</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>PART NO</td>
<td>DESCRIPTION</td>
<td>QTY</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>50-40-0110</td>
<td>CLEARANCE LIGHTS, LED &amp; REFLECTORS W/CENTER REAR THIRD BRAKE</td>
<td>1</td>
</tr>
<tr>
<td>50-50-0200</td>
<td>TAIL LIGHT ASSY - LED STOP/TURN/BACKUP with CHROME BEZELS</td>
<td>1</td>
</tr>
<tr>
<td>50-50-8000</td>
<td>BRAKE LIGHT INITIAL ALERT SEQUENCE - LED ONLY</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>12VDC APPARATUS ILLUMINATION and OPTIONS</strong></td>
<td>1</td>
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<tr>
<td></td>
<td><strong>12VDC SIDE SCENE/FLOOD LIGHTS</strong></td>
<td>1</td>
</tr>
<tr>
<td>51-10-1810</td>
<td>SCENE LIGHT - SIDE - WHELEN M9 LED OPTI-SCENE (EA)</td>
<td>4</td>
</tr>
<tr>
<td>51-10-1950</td>
<td>SCENE LIGHTS - WHELEN PELEC (EA)</td>
<td>4</td>
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<tr>
<td></td>
<td><strong>12VDC REAR SCENE/FLOOD LIGHTS</strong></td>
<td>1</td>
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<tr>
<td>51-10-SP01</td>
<td>SCENE LIGHT - REAR - WHELEN M7 LED OPTI-SCENE (EA)</td>
<td>2</td>
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<tr>
<td></td>
<td><strong>12VDC PERIMETER GOUND LIGHTS</strong></td>
<td>1</td>
</tr>
<tr>
<td>51-19-0100</td>
<td>GROUND LIGHTS - LUMA BAR H2O LED - UNDERBODY MOUNTED (EA)</td>
<td>2</td>
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<tr>
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<td><strong>12VDC COMPARTMENT and INTERIOR LIGHTING</strong></td>
<td>1</td>
</tr>
<tr>
<td>51-50-3000</td>
<td>DOME LIGHT - WHELEN SUPER-LED - 8&quot; CLEAR</td>
<td>14</td>
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<tr>
<td>51-65-1110</td>
<td>LIGHT - UNDER CABINET LED - WHITE</td>
<td>5</td>
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<tr>
<td></td>
<td><strong>UPPER ZONE B/D - SIDE BODY WARNING LIGHTS</strong></td>
<td>1</td>
</tr>
<tr>
<td>54-30-M9RC</td>
<td>WHELEN M9RC RED SUPER-LED - CLEAR W/M9FC CHROME BEZEL (ea)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td><strong>UPPER ZONE C - REAR BODY WARNING LIGHTS</strong></td>
<td>1</td>
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<tr>
<td>54-31-M7RC</td>
<td>WHELEN M7RC RED SUPER-LED - CLEAR LENS W/M7FC CHROME BEZEL (ea)</td>
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<tr>
<td>54-31-SP01</td>
<td>ROOF POD - UPPER REAR FOR M7 WARNING/SCENE LIGHTS (EA)</td>
<td>2</td>
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<tr>
<td></td>
<td><strong>12VDC MISCELLANEOUS OPTIONS</strong></td>
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<tr>
<td>58-90-0000</td>
<td>CARBON MONOXIDE MONITOR</td>
<td>2</td>
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<tr>
<td></td>
<td><strong>COMMUNICATIONS AND AUDIOVISUAL SYSTEMS</strong></td>
<td>1</td>
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<tr>
<td>59-59-0000</td>
<td>ANTENNA COAXIAL W/CONNECTOR - MOTOROLA 17”</td>
<td>2</td>
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<tr>
<td></td>
<td><strong>GENERATOR and OPTIONS</strong></td>
<td>1</td>
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<tr>
<td>61-00-1220</td>
<td>GENERATOR- POWER TECH 20KW DIESEL</td>
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</tr>
<tr>
<td>61-00-1282</td>
<td>REMOTE PANEL - POWER TECH DELUXE</td>
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</tr>
<tr>
<td>61-00-1285</td>
<td>AIR BAG VIBRATION ISOLATORS (4)</td>
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<tr>
<td>61-00-1288</td>
<td>FUEL WATER SEPARATOR - HEATED</td>
<td>1</td>
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<tr>
<td>61-00-1291</td>
<td>THERMAL MUFFLER BLANKET</td>
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<tr>
<td>61-00-SP01</td>
<td>GENERATOR COMPARTMENT - GOOSENECK</td>
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<tr>
<td>PART NO</td>
<td>DESCRIPTION</td>
<td>QTY</td>
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<tr>
<td>---------</td>
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<tr>
<td>61-08-2000</td>
<td>UL DIELECTRIC VOLTAGE WITHSTAND TEST - U.L.</td>
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</tr>
<tr>
<td>61-11-0000</td>
<td>FUEL TANK, 22 GAL GENERATOR - Trailer Application</td>
<td>1</td>
</tr>
<tr>
<td>61-11-1075</td>
<td>FUEL FILLER - W/HINGED ACCESS DOOR - CPI</td>
<td>1</td>
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<tr>
<td>61-11-1099</td>
<td>DIESEL FUEL ONLY LABEL</td>
<td>1</td>
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<tr>
<td>61-59-5000</td>
<td>CONVERTER/CHARGER - 80-AMP, 120VAC TO 12VDC</td>
<td>2</td>
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<tr>
<td>61-59-5045</td>
<td>BATTERY CONDITIONER - PROGRESSIVE DYNAMICS 45-AMP</td>
<td>1</td>
</tr>
<tr>
<td>61-60-2000</td>
<td>BREAKER BOX, 24-PLACE 125 AMP, 1-PHASE</td>
<td>1</td>
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**120/240VAC OUTLETS, REELS and OPTIONS**

<table>
<thead>
<tr>
<th>PART NO</th>
<th>DESCRIPTION</th>
<th>QTY</th>
</tr>
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<tbody>
<tr>
<td>62-20-3000</td>
<td>SHOREPOWER INLET, 30 AMP W/COVER &amp; FEMALE PL</td>
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<tr>
<td>62-75-0030</td>
<td>POWER TRANSFER RELAY, AUTOMATIC - 30 AMP</td>
<td>1</td>
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<tr>
<td>62-80-0300</td>
<td>BATTERY SYSTEM - SEPARATE BODY</td>
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<tr>
<td>63-00-1000</td>
<td>OUTLET 120V DUPLEX EXTERIOR WEATHERPROOF 20A</td>
<td>2</td>
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<tr>
<td>63-10-1000</td>
<td>OUTLET 120V DUPLEX INTERIOR W/GFI, 20A (EA)</td>
<td>6</td>
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<tr>
<td>63-10-3500</td>
<td>OUTLET STRIP - PLUG MOLDING - up to 6’ Section</td>
<td>6</td>
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<tr>
<td>63-11-1004</td>
<td>OUTLET, USB POWER PORTS (4)</td>
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**120/240VAC MISCELLANEOUS OPTIONS**

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<tr>
<th>PART NO</th>
<th>DESCRIPTION</th>
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<tr>
<td>68-00-1000</td>
<td>AIR CONDITIONER, 120V ROOF MOUNTED RV TYPE</td>
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<tr>
<td>68-10-1005</td>
<td>HEATER, 1600W 120V - FLUSH WALL MOUNT w/DIGITAL THERMOSTAT</td>
<td>2</td>
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<tr>
<td>69-10-2400</td>
<td>FREEZER - 120VAC 3.2 CU.FT. UPRIGHT - IGLOO</td>
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**MISCELLANEOUS EQUIPMENT and SERVICES**

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<tr>
<td>89-99-9600</td>
<td>DOT SAFETY KIT</td>
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<td>89-99-9910</td>
<td>NFPA1901 INCOMPLETE VEHICLE FORM</td>
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**ADMINISTRATIVE - FIXED**

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<thead>
<tr>
<th>PART NO</th>
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<tr>
<td>98-00-5103</td>
<td>FINAL QC - COMMAND TRAILER</td>
<td>1</td>
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<tr>
<td>98-01-1000</td>
<td>MANUAL, HACKNEY OWNERS W/SCHEMATICS</td>
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<tr>
<td>98-10-1510</td>
<td>PRE-DELIVERY CLEAN-UP - COMMANDTRAILER</td>
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**ADMINISTRATIVE - VARIABLE**

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<tr>
<td>99-10-0000</td>
<td>DELIVERY EXPENSE - HACKNEY</td>
<td>1</td>
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<tr>
<td>99-15-0000</td>
<td>PRE-CONSTRUCTION CONFERENCE - FACTORY VISIT - HACKNEY</td>
<td>1</td>
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<tr>
<td>99-20-0000</td>
<td>INSPECTION TRIPS - HACKNEY</td>
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**ADMINISTRATIVE - TERMS and CONDITIONS**

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<tbody>
<tr>
<td>99-99-9950</td>
<td>FEDERAL PROCUREMENT AGREEMENT</td>
<td>1</td>
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<tr>
<td>99-99-9990</td>
<td>CUSTOMER SUPPLIED COMPONENTS STATEMENT</td>
<td>1</td>
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<tr>
<td>99-99-9992</td>
<td>CONDITIONS OF ACCEPTANCE</td>
<td>1</td>
</tr>
<tr>
<td>99-99-9998</td>
<td>TEST DRIVE &amp; INSURANCE REQUIREMENTS</td>
<td>1</td>
</tr>
<tr>
<td>99-99-9999</td>
<td>SHOP ORDER APPROVAL</td>
<td>1</td>
</tr>
</tbody>
</table>
CURBSIDE (RIGHT) INTERIOR WALL

STREETSIDE (LEFT) INTERIOR WALL
TIRES, SPRINGS, AND LOADING.

MEASUREMENTS DEPEND ON CHASSIS,

NOTE: ESTIMATED DIMENSIONS.

MODEL:

SCALE

DRAWN BY

SHEET

DATE

DRAWING NO.

CUSTOM DESIGN FOR:

OF

REV.

THIS PRINT AND ALL RIGHTS TO THE DESIGN AND DETAIL THEREON ARE THE PROPERTY OF ST ENGINEERING HACKNEY, INC.

AND IS LOANED TO THE RECIPIENT SUBJECT TO RETURN UPON DEMAND. ITS CONTENTS ARE CONFIDENTIAL AND MUST NOT BE COPIED OR SUBMITTED TO OUTSIDE PARTIES FOR USE OR EXAMINATION.

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ST ENGINEERING HACKNEY, Inc.
911 WEST 5TH STREET

STREETSIDE

CITY OF BOISE

200.00
128.00

199.00
200.00

36' (432.00) OVERALL LENGTH
STREETSIDE (LEFT) EXTERIOR VIEW

327.00
82
118

DATA ENTRY
EXTERNAL MONITOR COMPARTMENT

ANTENNA MOUNTING RAIL

FUEL TANK

Packet Pg. 190
Attachment: CP 20-299 Quote (RES-176-20 ; CP 20-299; Hazardous Materials Trailer; BFD; VT Hackney, Inc.; $250,792.00)
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-179-20
DATE: April 27, 2020
SUBJECT: RFP 20-171; Boise Airport East Public Garage Design Services, to CSHQA, Inc., NTE $1,733,343.50

BACKGROUND:
The Department of Aviation solicited proposals for the planning, design, bidding services for a five level (no roof), 1300 stall public parking garage, two attached helixes, stairways, elevators, connecting walkway to the elevated roadway, seven lane covered toll plaza, and 1800 sf parking office.

BID RESULTS:
The proposals were opened February 12, 2020, at 1:30 p.m. local time. Fifty-nine (59) companies received plan sets and were entered on the plan holders list. Four (4) proposals were received. Proposals were short-listed and the top two firms were interviewed by the evaluation team.

<table>
<thead>
<tr>
<th>PROPOSER</th>
<th>Written Proposal Score</th>
<th>Interview Score</th>
<th>Total Score</th>
<th>SLEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSHQA</td>
<td>161</td>
<td>47</td>
<td>208</td>
<td>Yes: Boise, Idaho</td>
</tr>
<tr>
<td>Hummel Architects, PLLC</td>
<td>158.7</td>
<td>38.7</td>
<td>194.4</td>
<td>Yes: Boise, Idaho</td>
</tr>
<tr>
<td>Watry Design, Inc.</td>
<td>133.5</td>
<td>-</td>
<td>133.5</td>
<td>No: San Jose, California</td>
</tr>
<tr>
<td>Slichter Ugrin</td>
<td>117.8</td>
<td>-</td>
<td>117.8</td>
<td>Yes: Boise, Idaho</td>
</tr>
</tbody>
</table>
Airport staff reviewed the proposals for accuracy, completeness, and responsiveness. The proposals were evaluated on the selection criteria included in the specification to rank the proposals. The best qualified/highest ranked proposer, CSHQA, Inc., has been contacted by Airport staff and indicated that they would like to proceed with the project. The CSHQA team has successfully completed similar projects for the airport.

**RECOMMENDATION:**

Department of Finance and Administration and Department of Aviation staff recommend that RFP 20-171 is awarded to the best qualified/highest ranked proposer, CSHQA, Inc., not to exceed $1,733,343.50. Award of this contract is subject to compliance requirements.

**FINANCIAL IMPACT:**

Department has confirmed sufficient funding is available for this obligation.

**ATTACHMENTS:**

- RFP 20-171 Contract for Council (PDF)
- RFP 20-171 Specifications (E) (PDF)
- RFP 20-171 Addendum 1 (E) (PDF)
- RFP 20-171 Addendum 2 (E) (PDF)
- RFP 20-171 CSHQA, Inc. (PDF)
A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-171; BOI EAST PUBLIC GARAGE DESIGN SERVICES BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND CSHQA, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Department of Finance and Administration and Department of Aviation staff recommend award of RFP 20-171; BOI East Public Garage Design Services, to the best qualified proposer, CSHQA, 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 RFP 20-171; BOI East Public Garage Design Services by and between the city of Boise City and CSHQA, 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.
PROFESSIONAL SERVICES CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 20-171

Project: Boise Airport East Public Garage, Design Services
Consultant: CSHQA, Inc

THIS AGREEMENT, made this 21st day of April, 2020, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and CSHQA, Inc., hereinafter referred to as "Consultant", duly authorized to do business in the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

   Bid Proposal Revised (4/10/20)
   Contract Agreement
   Specifications
   Acknowledgement
   Liability Insurance
   Automobile Insurance
   Workers’ Compensation
   Professional Liability Insurance (Errors & Omission)
   FAA Required Contract Terms

2. Time of Performance: All work and products described in the Scope of Services shall be completed within (395) days from the date hereof. The term may be modified by mutual written agreement of the parties.

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

Consultant shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If Consultant 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 Consultant 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 Consultant shall require the subConsultant to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Consultant and the Consultant’s employees, agents, servants, guests and business invitees, and are acting as independent Consultants and are in no way employees of the City.

4. Errors and Omission: Consultant will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code ($500,000).

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

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

6. Compensation: For performing the services specified in Section 1 herein, the City agrees to pay on an actual time and materials basis, total not to exceed, THE SUM OF $1,733,343.50, (one million, seven hundred thirty three thousand, three hundred forty three and 0.50 dollars) including reimbursable direct expenses. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Consultant will invoice the Airport, directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five days after receipt.

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

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

   CSHQA, Inc.
   200 Broad Street
   Boise, Idaho 83702

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

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 shall constitute a breach of, and a default under, this Agreement by the party so failing to perform. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in accordance with the Schedule noted in the attached Consultant’s proposal letter dated April 10, 2020.

11. **Force Majeure**: Any delays in or failure of performance by Consultant shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant, 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 Consultant. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. **Assignment**: It is expressly agreed and understood by the parties hereto, that Consultant 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 City.

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

14. **Reports and Information**: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City 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 City may deem necessary, there shall be made available to the City for examination all of Consultant’s records with respect to all matters covered by this Agreement. Consultant shall permit the City 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. **Publication, Reproduction and Use of Material**: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise
use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws: In performing the scope of services required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

18. Changes: The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation, which are mutually agreed upon by and between the City and Consultant, shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Consultant under this Agreement shall, at the option of the City, become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

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

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days’ notice in writing to the Consultant. If the Agreement is terminated by the City as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant, Section 19 hereof relative to termination shall apply.

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

24. **Non-Appropriation:** Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days notice.

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. **Renewal:** This agreement shall not be valid for more than (395 calendar days) from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. **Two (2) renewals** shall be allowed.

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

END OF AGREEMENT
RFP 20-171; Boise Airport East Public Garage, Design Services

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

CSHQA, Inc.
200 Broad Street
Boise, Idaho 83702

Signature  Date

JOHN MAULIN, EVP CSHQA

Print Name

ACKNOWLEDGEMENT

State of  Idaho
 ) ss
County of Ada

On this 23rd day of April 2020, before me personally appeared  John D. Maulin  known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is  Executive Vice President  and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

[Notary Signature]

MICHELE OTAIZUA
COMMISSION #60073
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION EXPIRES 07/27/2024
Purchasing Contract Number
RFP 20-171; Boise Airport East Public Garage, Design Services

APPROVED AS TO FORM AND CONTENT:

Department
Matt D. Petaja
Date 4/23/20

Purchasing Agent
Date 4/21/20

Elizabeth Koschareck
4/24/20

Legal Department
Date

CITY OF BOISE

APPROVED BY:

_________________________ Date

ATTEST: CONTRACT AMOUNT:

_________________________ City Clerk Date  

$1,733,343.50
FAA Required Contract Terms for ALL Contracts

General Civil Rights Provisions

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

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

Title VI Solicitation Notice

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

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

• The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Fair Labor Standards Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**Occupational Safety and Health Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act.
of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
April 10, 2020

Mr. Matt Petaja
Boise Airport
3201 West Airport Way, Suite 1000
Boise, ID 83705

Re: Boise Airport – East Public Parking Garage
3201 West Airport Way
Boise, Idaho
Project No. 20TBD.000
Proposal for Professional Services

Dear Matt:

We are pleased to submit this proposal for limited architectural, landscape architectural, parking garage (planning and design), cost estimating and engineering (civil, structural, fire protection, mechanical (plumbing and HVAC), electrical (power and lighting), telecommunications and transportation) services for the above-referenced project. Our services are based on the attached City of Boise – Airport – Request for Proposal 20-171, the attached Owner-provided three-dimensional (3-D) parking garage renderings and the Project Understanding identified within. This proposal is also based on the Owner being responsible for geotechnical engineering services.

The project team for the Boise Airport – East Public Parking Garage project shall include the following disciplines:

Architectural* – CSHQA, Inc. – Martin Hahle, AIA, Architect of Record, and David Blenker, Project Manager
Landscape Architectural – T-O Engineers, Inc. – Jamie Snyder, LA
Parking Garage (planning and design) – Walker Consultants – Bob Stanley, P.E.
Cost Estimating – Parametrix, Inc. – Nicholas Anzer, CPE
Civil – T-O Engineers, Inc. – Dave Mitchell, P.E.
Structural – Walker Consultants – Jared Brandau, P.E.
Fire Protection – Protection Consultants, Inc. – Greg Jones, P.E.
Mechanical (plumbing and HVAC) – CSHQA, Inc. – Russ Pratt, P.E.
Electrical (power and lighting) – CSHQA, Inc. – Amy Dockter, P.E.
Telecommunications – CSHQA, Inc. – Jay Romlein, RCDD, OSP
Transportation (traffic) – Kittelson & Associates, Inc. – John Ringert, P.E.

*Architectural includes project administration, building code analysis, design review application, exterior parking garage building design, parking garage lobby and pedestrian vertical circulation design, roof design, terminal access pedestrian walkway design, toll plaza booths, canopy and office buildings, formatting, preparing and compiling project specification manual, including AIA contract
documents, with sections prepared by each consultant, City of Boise design review process, Boise City Green Construction Code compliance process and City of Boise building permit process (including compiling the drawings and specifications manual for review submittals and bidding).

PROJECT UNDERSTANDING

The following project understanding is based on preliminary discussions with the Owner, the attached City of Boise – Airport – Request for Proposal 20-171 and the attached Owner-provided 3-D parking garage renderings. This information shall be confirmed/verified with the Owner during the programming phase.

1. Provide planning, design and construction documents, including phasing, construction access and staging plans, for a public parking garage to be located east of the existing parking garage.
2. Number of parking garage stalls: 1,200-1,300 including Americans with Disability Act (ADA) and compact spaces.
3. Number of parking garage levels: 5 based on 1,200-1,300 parking stalls.
4. Minimum parking stall size: 9 feet x 18 feet.
5. Minimum drive isle width: 24 feet.
6. Minimum vehicle clearance on all floors: 9 feet high.
7. Vertical vehicular circulation: helices or express ramp system as directed by the Owner. The design team will provide an analysis to evaluate the pros and cons of each option for Owner evaluation.
8. Vertical pedestrian circulation: stair and elevator(s) at the main circulation route to the terminal building. Other exit stairways will be provided as needed to comply with required egress.
9. Terminal access pedestrian bridge: provide a covered passenger bridge from the parking garage to the elevated roadway.
10. Provide planning, design and construction documents for the following:
   a. associated utility relocations,
   b. seven-lane covered exit plaza, 3 booths and canopy, and
   c. 1,800 square foot parking office.
11. The garage will include:
   a. LED lighting,
   b. Infrastructure for future video surveillance cameras on each floor and at the entry/exit lanes (6 cameras per floor; similar to the employee parking garage),
   c. parking ticket system to access the garage (provide infrastructure for the parking access revenue control systems (PARCS) which shall be installed by others),
   d. class one standpipes as required by code (fire sprinklers are not required and will not be provided).
13. Site design: A portion of the site contains an existing subterranean landfill. The proposed scope of services is based on the parking garage and foundations avoiding the landfill based on information to be provided in the geotechnical report. Refer to the attached proposed geotechnical boring map indicating proposed siting of the building (to avoid the landfill). If the landfill cannot be avoided, the scope of services may need to be adjusted to include an alternate deep foundation design at column locations overlapping the landfill.
14. The design will include new surface parking lots on the east and west side of the new parking garage to maximize parking and beneficial use of the site.

15. Vehicle access and traffic: The project is located east of the existing public parking garage. The project will include reconstruction and expansion of the toll plaza in coordination with placement of the new parking garage, enhanced wayfinding and improvement of the loop roadway merge point to reduce traffic congestion. Site circulation for the short- and long-term garage and long-term surface parking areas shall be routed to converge through the new toll plaza.

16. Exterior building design: The parking structure will be visible when approaching the airport and the building design must meet the requirements of City of Boise design review. The proposed scope of services is based on the parking garage matching the exterior design of existing public parking garage structures. If City of Boise design review requires an enhanced or more complicated exterior design scheme, additional design services may be required.

17. Landscape design will be as required by zoning ordinance and consistent with other landside areas of the terminal building.

18. This project will require an emergency generator due to the number of stories.

19. Planning and electrical for future public artwork.

20. The project will be designed under City of Boise Green Construction Code.

21. This project will require City of Boise design review approval.

**SCOPE OF SERVICES**

Our services shall be provided in five Tasks: Task 01 – Programming, Task 02 – Schematic Design (30\% documents), Task 03 – Design Development (60\% documents), Task 04 – Construction Documents (100\% documents) and Task 05 – Bidding Support. More specifically, our services shall include the following:

**Task 01 – Programming**

- Provide project management, coordination and administration services.
- Attend one (1) meeting with the Owner to determine project objectives, requirements, schedule, operational needs, constraints and budgets.
- Identify project stakeholders and internal Owner stakeholders with the Owner (Boise Airport and REEF).
- Coordinate with the Owner to schedule and hold up to two (2) stakeholder meetings during the programming phase to obtain programming input and comment regarding the preferred concept.
- Prepare a programming description of the project with alternatives. The program shall include the following which will define and provide evaluation of project requirements:
  - investigate existing conditions and facilities affecting the project
  - analyze applicable building code
  - analyze design review permit requirements
  - review and analyze future parking garage development (align programming of this project to support future parking garage development that might interconnect and infill the site with parking garage development)
  - analyze site circulation and wayfinding for vehicles and pedestrians
− study vertical circulation for vehicular ramp system access to the garage
− analyze traffic engineering for toll plaza merge onto the terminal loop roadway
− prepare up to three (3) concept alternatives with conceptual site plans, floor plans and 3-D mass models of the garage project
− prepare an opinion of probable construction cost
− provide a preliminary evaluation of construction phasing and schedules

• Attend one (1) meeting with the Owner to review programming documents, obtain comments and select a preferred alternative.
• Update the preferred alternative with Owner-provided comments.
• Submit final programming documents for Owner approval of the preferred alternative.

We propose to provide Programming services on a Payroll Cost basis plus Reimbursable Expenses. Refer to attached Exhibit B and the subconsultant proposals for fee breakdowns.

Task 02 – Schematic Design (30% documents)

• Provide project management, coordination and administration services.
• Attend one (1) Schematic Design (SD) kick-off meeting with the Owner and the design team. Meet with the Owner and others to review and confirm general requirements, establish critical design parameters and discuss phasing, scheduling and budget for the project.
• Attend up to three (3) design team coordination meetings in person and/or via teleconference/Webex.
• Coordinate parking garage planning, parking layout and structural design with the consultants.
• Review applicable building code and zoning requirements including Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements.
• Review, document and incorporate into the design City of Boise Green Construction Code requirements.
• Prepare up to three (3) exterior parking garage façade design concepts with 3-D renderings (up to six renderings for each concept (up to 18 renderings total)) to present to the Owner for review and approval of a preferred alternative.
• Prepare two (2) preliminary design concepts for the toll plaza. Discuss alternatives with the Owner and select a preferred alternative.
• Prepare one (1) preliminary design concept for the elevated pedestrian walkway between the parking garage structure and the elevated roadway. The design shall match existing elevated pedestrian walkway design. Bridge design will likely need to be at an angle relative to the new garage and elevated roadway or an “L” shape to connect to the elevated roadway at an appropriate point that is not on the elevated roadway down ramp and in coordination with upper and lower roadway traffic patterns. The bridge connection to the elevated roadway must also be at a safe crosswalk location that can connect directly to the south roadway pedestrian curb front.
• Prepare the following drawings, in coordination with other project consultants, based on Owner-approved preferred design alternatives:
NOTES: (1) Deliverables will be provided using a combination of AutoCAD and/or Revit software (software used shall be at CSHQA’s discretion). (2) Detailed Revit modeling of schematic options to a Level of Design 100 or higher is not included in our basic services. (3) Drawings will be in the format required for the City of Boise design review application.

- Prepare mechanical (plumbing and HVAC) and electrical design narratives defining the basic approach to building systems.
- Conduct a design team quality control review of the SD documents.
- Submit the SD documents to the Owner for review.
- Attend one (1) meeting with the Owner to review the design comments and incorporate one (1) round of Owner review comments into the SD documents.
- Submit the SD documents to Parametrix for cost estimating and respond to questions during the cost estimating process.
- Prepare the City of Boise design review application and submit the SD documents to the regulatory agency for design review. NOTE: Service shall be provided upon Owner approval.
- Incorporate required design review comments/modifications into the drawings.
- Attend one (1) design review public hearing.

We propose to provide Schematic Design (30% documents) services on a Payroll Cost basis plus Reimbursable Expenses. Refer to attached Exhibit B and the subconsultant proposals for fee breakdowns.

**Task 03 – Design Development (60% documents)**

- Provide project management, coordination and administration services.
- Attend one (1) Design Development (DD) kick-off meeting with the Owner and design team.
- Attend up to two (2) design team coordination meetings in person or via teleconference/Webex.
- Coordinate site design.
- Coordinate parking garage planning, parking layout and structural design with the consultants.
- Prepare preliminary mechanical (plumbing and HVAC) and electrical engineering load calculations.
• Update City of Boise Green Construction Code compliance requirements.
• Select basis of design building systems, finishes and products.
• Prepare and/or update the following drawings in coordination with other project consultants:
  − title sheet  
  − code plan  
  − phasing plans  
  − civil site plan  
  − civil grading plan  
  − civil utility plan  
  − landscape plan  
  − parking plans  
  − toll plaza plans  
  − floor plans  
  − roof plan  
  − enlarged floor plans, including elevator/stair plans  
  − exterior elevations  
  − building sections  
  − wall sections  
  − schedules (doors, windows and wall types)  
  − exterior details  
  − interior details  
  − structural parking garage plans  
  − structural elevated pedestrian walkway plans  
  − plumbing plans  
  − HVAC plans  
  − fire protection plans (design-build criteria and specifications)  
  − electrical power plans  
  − electrical lighting plans  
  − telecommunications plans (information technology, access control and video surveillance)  
  − static site signage plans

• Prepare preliminary specifications.
• Submit the DD documents to Parametrix for cost estimating and respond to questions during the cost estimating process.
• Conduct a design team quality control review of the DD documents.
• Submit the DD documents to the Owner for review.
• Attend one (1) meeting with the Owner to review the design comments and incorporate one (1) round of Owner review comments into the DD documents.

We propose to provide Design Development (60% documents) services on a Payroll Cost basis plus Reimbursable Expenses. Refer to attached Exhibit B and the subconsultant proposals for fee breakdowns.
Task 04 – Construction Documents (100% documents)

- Attend one (1) Construction Documents (CD) kick-off meeting with the Owner and design team.
- Attend up to two (2) design team coordination meetings in person or via teleconference/Webex.
- Coordinate site design.
- Coordinate parking garage planning, parking layout and structural design with the consultants.
- Confirm mechanical (plumbing and HVAC) and electrical engineering load calculations and complete the design.
- Update City of Boise Green Construction Code compliance requirements.
- Prepare and/or update the following drawings in coordination with other project consultants:
  - title sheet
  - code plan
  - phasing plans
  - energy compliance calculations
  - generic soil erosion control plan
  - civil site plan
  - civil grading plan
  - civil utility plan
  - landscape plan
  - parking plans
  - toll plaza plans
  - floor plans
  - roof plan
  - enlarged floor plans, including elevator/stair plans
  - exterior elevations
  - building sections
  - wall sections
  - schedules (doors, windows and wall types)
  - exterior details
  - interior details
  - structural parking garage plans
  - structural elevated pedestrian walkway plans
  - plumbing plans
  - HVAC plans
  - fire protection plans (design-build criteria and specifications)
  - electrical power plans
  - electrical lighting plans
  - telecommunications plans (information technology, access control and video surveillance)
  - static site signage plans
• Prepare technical specifications.
• Prepare Division 00 – Procurement and Contracting Requirements documents and Division 01 – General Requirements specifications.
• Prepare a City of Boise Green Construction Code compliance requirements manual.
• Submit the CDs to Parametrix for cost estimating and respond to questions during the cost estimating process.
• Conduct a design team quality control review of the CDs.
• Submit a 95 percent complete set of the CDs to the Owner for review.
• Incorporate one (1) round of Owner review comments into the 95 percent CDs.
• Prepare a 100 percent complete set of CDs (drawings and specifications).
• Prepare the City of Boise building permit application and submit the application and CDs for regulatory agency review.
• Respond to up to two (2) rounds of regulatory agency plan review comments and incorporate required revisions for resubmittal.

We propose to provide Construction Documents (100% documents) services on a Payroll Cost basis plus Reimbursable Expenses. Refer to attached Exhibit B and the subconsultant proposals for fee breakdowns.

**Task 05 – Bidding Support**

• Prepare the CDs for bidding and submit a PDF copy to the City of Boise Purchasing Office to administer the bidding process.
• Attend one (1) pre-bid conference. Services include preparing the meeting agenda and minutes.
• Respond to Requests for Information (RFIs).
• Review substitution requests.
• Prepare up to three (3) addenda.
• Prepare the contract between the Owner and contractor (i.e., AIA Documents A101 – Standard Form of Agreement between Owner and Contractor, A101 Exhibit A – Insurance and Bonds and A201 – General Conditions of the Contract for Construction).
• Prepare a conformed set of CDs including information issued via addenda.

We propose to provide Bidding Support services on a Payroll Cost basis plus Reimbursable Expenses. Refer to attached Exhibit B and the subconsultant proposals for fee breakdowns.

**Reimbursable Expenses (Task 00)**

Reimbursable expenses such as, but not limited to, materials, supplies and reproduction costs (plans, manuals, reports).

We propose to provide Reimbursables Expenses on a Cost-Plus basis estimated at Three Thousand and no/100 Dollars ($3,000.00) with expenses charged at a multiple of one and ten hundredths (1.10) times the actual cost to the Architect and mileage charged according to current government rates. Regulatory
agency application and permit fees are not included in this proposal but can be paid on behalf of the Owner as an additional Reimbursable Expense.

**PRELIMINARY PROJECT SCHEDULE**

The following schedule is approximate and assumes that Notice to Proceed for this work is received from the Owner by April 31, 2020. The actual schedule may vary based on review times and other items outside of the Consultant’s control.

- May 2020 through June 2020: Programming
- July 2020 through August 2020: Schematic Design
- August 2020 through October 2020*: Design Review
- September 2020 through November 2020: Design Development
- December 2020 through February 2021: Construction Documents
- February 2021 through March 2021: City of Boise Plan Review
- April 2021 through May 2021: Bidding
- June 2021: Contract Award
- July 2021 through September 2022: Construction *(15 months)*
- October 2022: Garage Open


**PRELIMINARY COST ESTIMATE**

<table>
<thead>
<tr>
<th>Program Element</th>
<th>Cost Range</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garage</td>
<td>$26,400,000-$28,600,000</td>
<td>Estimated range based on 1,200–1,300 parking stalls with express ramp. Add $3.5 million for helices. Design of helices is more complicated and not included in the fee estimate.</td>
</tr>
<tr>
<td>Bridge to Elevated Roadway</td>
<td>$500,000</td>
<td>Post tension concrete structure. Roof cover with windows. Similar to existing bridge. Will be angled or L-shaped or angled to connect to the elevated roadway, west of the ramp. Will require new concrete curb construction to merge elevated roadway traffic to two lanes further west than existing merge point to allow safe crosswalk configuration.</td>
</tr>
<tr>
<td>Toll Plaza (canopy, booths, roof/foundations)</td>
<td>$300,000-$500,000</td>
<td>100 feet x 25 feet, steel roof, steel framing on foundations.</td>
</tr>
<tr>
<td>Program Element (cont’d)</td>
<td>Cost Range (cont’d)</td>
<td>Notes (cont’d)</td>
</tr>
<tr>
<td>--------------------------</td>
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<td>---------------</td>
</tr>
<tr>
<td>1,800 Office Building (structure + TI)</td>
<td>$600,000 - $800,000</td>
<td>Masonry building with bar joist roof system (foundations to resist settlement due to below grade landfill).</td>
</tr>
<tr>
<td>Pavement - Roads</td>
<td>$500,000</td>
<td>Miscellaneous entrance/exit roadways.</td>
</tr>
<tr>
<td>Pavement – Surface Parking</td>
<td>$600,000</td>
<td>About 3 acres of surface parking. (Does not include special pavement design to address the landfill. Performance of pavement would be similar to existing conditions. This will be confirmed with geotechnical report recommendations.)</td>
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<td>Landscaping (plants, trees, ground cover, irrigation)</td>
<td>$200,000</td>
<td>Roughly same cost as employee garage cost per square foot.</td>
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<tr>
<td>Utility Infrastructure</td>
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<td>Possible major storm drain pipe to relocate; long distance for sewer/water connections. Other utility relocates include Intermountain Gas service line.</td>
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<td>Retaining Walls</td>
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<td>Some retaining walls may be required to address significant grade changes on the south and east sides of the site.</td>
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<tr>
<td>Site Signage</td>
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<td>Allowance for static site signage. Does not include dynamic signage that may be desired by the Owner. We will evaluate dynamic signage as an option during the Programming phase.</td>
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<tr>
<td>Gate Arms and Traffic Controls</td>
<td>$100,000</td>
<td>Allowance only. There may be options to reuse existing equipment, otherwise, new equipment may be needed. If new equipment is needed, this allowance may not be adequate.</td>
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<td>Temporary Roadway Conditions</td>
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<td>Demolition/Site Clearing</td>
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<td>Roughly 6-7 acres impacted by site design.</td>
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<td>Rough estimate using largest values above.</td>
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The following services are not included in the above scope but may be contracted separately, as an Additional Task, upon Client request:

- Electrical arc flash study.
- Fully automated parking guidance system.
- Dynamic messaging signage.
Mr. Matt Petaja  
Page 11  
April 10, 2020

- Parking structure roof design.  
- Photovoltaic panel support system design.  
- Construction Administration.  
- Value engineering or significant changes to the design after approval of the Design Development documents.  
- Change Orders initiated by the Owner to make changes to the design after completion of the Construction Documents.  
- Services beyond those noted above.

Employee’s time for Additional Tasks, including modifications to the above scope of services, shall be charged at 2.75 times the Employee’s Direct Personnel Expense.

Attached is a Task Order for the above services. Upon approval, please return an executed copy to this office. Commencement of the services described above will be initiated upon receipt of an executed Task Order. The above services shall be provided according to the terms and conditions set forth in the Professional Services Contract Agreement, Purchasing Contract Number RFP 17-234A, for Miscellaneous Architectural services dated May 9, 2017. If the services noted in this proposal are not contracted within thirty (30) days from the date of this letter, the proposal shall be subject to review and subsequent revisions.

We appreciate this opportunity and look forward to working with you on this project. If you have questions, please do not hesitate to call.

Sincerely,

CSHQA, Inc.

Martin A. Hahle, AIA

MH:tc

Attachments: 3-D Parking Garage Renderings (2 images)  
Proposed Geotechnical Boring Map (i.e., Sheet CLO.2A dated November 10, 2000)  
Architectural and Engineering Fee Schedule – Exhibit B  
Task Order  
T-O Engineers, Inc. – Scope of Work  
Walker Consultants Proposal for Design Services  
Parametrix, Inc. Proposal  
Kittelson & Associates, Inc. Proposal  
City of Boise – Airport – Request for Proposal 20-171
## EXHIBIT B

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April 10, 2020
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# EXHIBIT B

**Boise Airport East Public Parking Garage**

**Independent Fee Estimate**

**Fee Worksheet - Architectural**

**April 10, 2020**

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**Attachment:** RFP 20-171, Contract for Council (RES-179-20 : RFP 20-171; Boise Airport East Public Garage)

Packet Pg. 222
## Boise Airport East Public Parking Garage

### Independent Fee Estimate

#### Fee Worksheet - Architectural

**April 10, 2020**

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**Attachment:** RFP 20-171, Contract for Council (RES-179-20 : RFP 20-171 : Boise Airport East Public Garage Packet Pg. 223**
## Fee Worksheet - MEP, Telecom, and Fire Protection

### Boise Airport East Public Parking Garage

#### Independent Fee Estimate - EXHIBIT B

**Fee Worksheet - MEP, Telecom, and Fire Protection**

April 10, 2020

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April 10, 2020
## Fee Worksheet - MEP, Telecom, and Fire Protection

**April 10, 2020**

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## Fee Worksheet - MEP, Telecom, and Fire Protection

April 10, 2020

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**TOTAL FEE**  

$205,193.00
RFP 20-171
EXHIBIT A – Scope of Work
Boise Airport (BOI)
Boise, Idaho

East Public Parking Garage

This Scope of Work describes professional services to be provided in support of a project that will construct a new parking garage for use by the public at the Boise Airport (BOI). Services provided include project management and administration, survey, landscape architecture and civil engineering. A detailed description of the project and the scope of work are provided below.

INTRODUCTION

Boise Airport (BOI) is planning to add a new Public Parking Garage to meet the growing demand of services at the airport. The proposed garage will be located in the open surface parking lot on the east side of the existing public parking garages. The project plans to relocate the ticket exit plaza and modify traffic patterns and layout to the surrounding area. A concept plan for this structure, provided by the Owner, is shown in the figure below:
TEAM ORGANIZATION

T-O Engineers is to provide survey, civil design and landscape architecture services. The individuals in charge are listed below:

Principal Engineer – Dave Mitchell, PE
Project Manager/Lead Civil – Brendon Daniels, PE
Survey Manager – Steve Frisbie, PLS
Landscape Architect – Jaime Snyder, LA

PROJECT APPROACH

Services shall be provided in five main Tasks:

- Task 1 – Programming
- Task 2 – Schematic Design (30% documents, DR submittal)
- Task 3 – Design Development (60% documents)
- Task 4 – Construction Documents (100% documents)
- Task 5 – Bidding Support

Services associated with construction are specifically excluded from this Scope of Work. Such services will be negotiated at a later date.

Tasks are described in detail below.

SCOPE OF SERVICES

Task 1 Programming

This task provides project administration and coordination throughout the course of this project and will include the following items:

General Tasks
- Prepare a Scope of Work and Fee Proposal for the effort.
- Communicate with the Prime, regarding project progress and issues.
- Organize project information and design team.
- Administer invoices and manage the project budget.

Task 2 Schematic Design (30% documents)

Work on this task will begin upon Notice to Proceed and will include completion of schematic design to a level of approximately 30%.
General Tasks

- Attend one (1) Schematic Design kick-off meeting with the Owner and the design team.
- Attend up to three (3) design team coordination meetings.
- Project design will be based on topographic survey prepared by WHPacific and provided by the owner. Supplemental survey to be completed by T-O Engineers under separate contract.
- Visit the site to identify existing and visible site features that may impact the design.
- Conduct detailed research of existing utilities at the proposed building site. Utilities are expected to include: power (overhead and underground), natural gas, petroleum, fiber optic, water, stormwater, sewer and telephone.
- Conceptual Design: Revise the preliminary building footprint and site concept provided by the Owner to include evaluating options for access to and exit from the garage, as well as remaining site area around the proposed garage. Prepare up to two preliminary site concepts. Meet with Owner to select a preferred alternative and finalize the building site scheme.
- Review and document Boise City Green Construction Code requirements for the project and incorporate requirements into the design.
- Traffic Evaluation: Coordinate with project traffic engineer on site layout, concepts and alternatives.
- Prepare a preliminary design of civil improvements necessary to complete the project, to include grading, stormwater treatment and disposal, curbs, sidewalks and vehicular access. Prepare a brief civil design narrative.
- Prepare a preliminary landscape design for the project site.
- Prepare Design Review civil drawings and attend DR review meeting. Architect to lead DR submittal.
- Prepare a preliminary construction layout and phasing plan, to include contractor access, traffic control on adjacent streets (if required) and other related elements.
- Prepare the following SD drawings, in coordination with other project consultants, based on the Owner-approved preferred design alternative. **NOTES:** (1) Civil drawings and reports will be submitted to the architect via PDF for owner submittal. (2) Drawings will be in the format required for the City of Boise design review application.
  - Site topographic survey
  - Preliminary phasing plan
  - Preliminary civil site plan
  - Preliminary grading plan
  - Preliminary utility plan
  - Preliminary landscape plan
- Attend one (1) meeting with the Owner to review the design comments and incorporate one (1) round of Owner review comments into the SD documents.
- Incorporate required design review modifications to the drawings.

Deliverables

Task 2 deliverables will be submitted for Owner review and approval to include the following:

- Schematic Design Drawings
- Phasing diagrams
- Civil design narrative
Task 3  Design Development (60% documents)

Upon completion of the Schematic Design and notice to proceed, the Design Development phase will include design work for further development of the owner approved building and site design. This phase will include the following elements:

General Tasks
- Attend one (1) Design Development kick-off meeting with the Owner and design team.
- Attend up to three (3) design team coordination meetings.
- Update Boise City Green Construction Code compliance requirements.
- Finalize site design.
- Prepare a preliminary Stormwater Pollution Prevention Plan.
- Finalize landscape design for the project site.
- Finalize construction layout and phasing plan, to include contractor access, crane access, construction lay down area, construction parking, traffic control on adjacent streets (if required) and other related elements.
- Parking Operations: Design entry/exits, islands, curbs, queuing areas, etc. consistent with the needs of the facility users.
- Prepare/update the following DD drawings in coordination with other project consultants:
  - title sheet
  - construction phasing and traffic control plan
  - Erosion and Sediment control plan
  - civil site plan
  - civil grading plan
  - civil utility plan
  - landscape plan
- Prepare outline specifications.
- Conduct a quality control review.
- Submit the DD documents to the Owner for review.
- The Owner will prepare and submit an FAA Form 7460-1 for the project, to reflect the proposed building.
- Attend one (1) meeting with the Owner to review the design comments and incorporate one (1) round of Owner review comments into the DD documents.

Deliverables
Design Development deliverables will be submitted for Owner review and approval to include the following:
- Design Development Drawings
- Outline specifications
Task 4  Construction Documents (100% documents)

Upon approval of the Design Development phase documents and notice to proceed, construction document drawings and specifications will be generated for bidding purposes. The deliverables provided at the conclusion of the Construction Documents phase will be bid plans and specifications. The following Construction Documents services will be provided:

**General Tasks**
- Attend one (1) Construction Documents kick-off meeting with the Owner and design team.
- Attend up to three (3) design team coordination meetings.
- Update and finalize Boise City Green Construction Code compliance requirements.
- Prepare/update the following CD drawings in coordination with other project consultants:
  - title sheet
  - construction phasing and traffic control plan
  - Erosion and Sediment control plan
  - civil site plan
  - civil grading plan
  - civil utility plan
  - landscape plan
- Prepare technical specifications.
- Conduct a quality control review.
- Submit 95 percent complete Construction Documents for Owner review.
- Incorporate one (1) round of Owner review comments.
- Stamp, seal and submit the 100 percent complete Construction Documents (drawings, specifications and bid documents).
- Assist the architect in preparation of the City of Boise building permit application and Construction Documents for building permit plan check.
- The contractor is responsible for preparing a Storm Water Pollution Prevention Plan (SWPPP) for the project and Notice of Intent to be filed before construction. The Contractor will be responsible to file a separate Notice of Intent and implement the SWPPP.
- Respond to up to two (2) rounds of regulatory agency plan review comments and make required revisions for permit resubmittal.

**Deliverables**
Contract Documents will be submitted for “Issue for Bids” to include:
- 95% Construction Documents for review by Owner.
- Construction Documents and building permit application for plan check by City of Boise.
- 100% Documents
Task 5  Bidding Support

The Consultant will assist the Owner through bidding and construction, as described in the following tasks:

General Tasks

Bidding Support

- Attend one (1) pre-bid conference.
- Respond to Requests for Information (RFIs).
- Review substitution requests.
- Assist architect with preparation and issuance of addenda.
- Assist architect with preparation of conformed construction documents

WORK NOT INCLUDED IN THIS SCOPE OF SERVICES

The following items are excluded from this Scope of Work, but may be contracted separately as an Additional Task, upon request of the Owner:

- Construction Administration.
- Leadership in Energy and Environmental Design (LEED) services.
- Survey –
  - Topographic survey prepared by WHPacific has been provided by the owner.
  - Supplemental survey work will be completed under a separate task order.
  - Determination of adjacent parcel boundaries will not be necessary.
  - Title Reports are not necessary under this scope of work.
  - No existing easements are anticipated to be shown under this Scope of Work.
  - No parcel descriptions will be prepared under this scope of work.
  - Any new deeds and any new easements shall be prepared by others.
- Commissioning (Boise City Green Construction Code).
- Value engineering or significant changes to the design after approval of the Design Development documents.
- Change Orders initiated by the Owner to make changes to the design after completion of the Construction Documents.
- Services beyond those noted above.
## Fee Worksheet - Civil, Survey, Landscape Architecture

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<td>Addenda</td>
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## Exhibit B

Boise Airport  
East Public Parking Garage  

**T-O ENGINEERS**  
Fee Worksheet - Civil, Survey, Landscape Architecture  
April 8, 2020

<table>
<thead>
<tr>
<th>Task</th>
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### REIMBURSABLE EXPENSES

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<td>Rental Vehicles</td>
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### TOTAL FEE

$213,171.50
March 27, 2020
Revised 4-9-20

Martin A. Hahle AIA
President
CSHQA
200 Broad St
Boise, ID 83702
T 208.343.4635 | D 208.429.4089 | C 208.869.3324 martin.hahle@cshqa.com

Re: Proposal for Design Services
Boise Airport Public Parking Garage, Toll Plaza and Parking Building
Boise, Idaho

Dear Martin:

Per your request, Walker Consultants (Walker) is pleased to submit this proposal for professional design phase services for a proposed new public parking structure located at the Boise Airport. We appreciate the opportunity to team with you and are excited to begin work on this project.

Owner requested changes sent to Walker via email on 4-7-20 have been incorporated. A summary of the changes are provided below:

1. Scope letter item A.3 is confirmed.
2. Scope letter Schedule, Task 06: changed to 16 months per Owner.
3. Hours Fee Table Items:
   a. At direction of BOI, Walker has reduced the billing rates on the project reducing Walker’s profit to 10%.
   b. Task 1, Item 1.1 Kick off Meeting: Reduced hours to 3 hours for VP/PM assuming attending meeting via web conference.
   c. Task 2, Item 2.7 Prelim. Ret. Wall Design: Reduced hours, but did not eliminate. There is 10ft of fall across the site and some retaining walls will be required.
   d. Task 2, Item 2.15 Design Review Meeting: reduced to 1 trip.
   e. Task 3, Item 3.4 Develop Retaining Wall Design: added hours here for wall design
   f. Task 5, Item 5.2 Deleted VP from attending pre-bid meeting, only our PM will attend.
   g. Reimbursables: reduced reimbursables as a result of above changes as requested by Owner.

PROJECT UNDERSTANDING

Boise Airport (BOI) is planning a major expansion to the overall airport and in support of that expansion, new public parking is desired. The parking structure is anticipated to be located east of airport landside area as shown on the attached exhibit. The anticipated size is approximately 1300 stalls and is anticipated to have a pedestrian bridge from the garage to the elevated roadway, 7 lane toll plaza with prefabricated toll booths and custom design roof, and 1,800 SF parking office building that may be located in the garage or free standing. The project will also involve the realignment of several sections of the airport roadway system.
Walker will anticipate a cast-in-place post-tensioned concrete structural systems and will provide information for the airport to consider in making a decision on the structural system for the other elements (toll plaza, pedestrian bridge, parking building).

CSQHA, as lead consultant, will provide project management for the project, coordinating the efforts of all consultants contracted by you. Walker will serve as the parking consultant and garage structural engineer, with responsibilities for parking functional design (stall layout, ramping, circulation, parking technology, etc.), internal signage and graphics, structural engineering, durability, preliminary input on garage MEP to CSHQA, and waterproofing design. CSHQA will provide architectural design direction for the project and will be the Architect of Record. As well, CSHQA will provide MEP design services.

Walker will rely on CSHQA for coordinating and obtaining the necessary approvals and permits from the authorities having jurisdiction with regards to the parking structure proper. Utilities, civil, landscape and other permits will be by others. Walker will provide assistance with regards to answering review comments and questions and modifying the documents to meet specific requirements, and we are available to attend planning commission or other meetings in Boise as necessary to assist in the approval process. We anticipate that the Boise City Design Review Committee will need to approve the exterior before proceeding into Design Development.

We will require a site survey and topographical mapping of the project area be provided in the programming phase. Additionally, a subsurface soils exploration and geotechnical report will be required.

Walker will provide structural engineering of retaining walls for the project site as required that are not within the footprint of the parking structure. Walker will also provide foundation designs for any site signage as required.
SCOPE OF SERVICES

A. TASK 01: PROGRAMMING AND TASK 02: SCHEMATIC DESIGN (30% Design Documents)

1. Meet with BOI and Design team to review scope and confirm the program for the project. Scoping/Program confirmation meeting may be conducted in person or via web conference call depending on public health situations and restrictions.

2. Meet with BOI and others to review general requirements, establish critical design parameters, and discuss scheduling and budget for the project.

3. Review available documents pertaining to the project including site survey, topographical mapping, and traffic studies to ascertain impacts on parking functional design and other design features such as roadways and walkways, toll plaza, parking building, etc.

4. Confirm the number of spaces to be provided and other program requirements of the project including stall size, user groups (long term), parking controls and technology, ceiling heights, pedestrian towers, pedestrian connections, etc.

5. Determine location of the facility on the site including orientation of parking bays, bay sizes and setbacks.

6. Determine location of vehicular entrances and exits based upon anticipated user arrival/departure patterns and existing peak hour traffic on adjacent streets. Determine queuing at toll plaza and determine merge distances required.

7. For the selected functional design scheme, design all internal circulation within the parking structure, both vehicular and pedestrian. Design the ingress and egress areas for functional efficiency and occupancy capacities, including the number of lanes and length of queuing areas required. Design the parking geometrics including stall sizes and angles, and drive aisle sizes. Make recommendations with regard to pedestrian flow, safety and security.

8. Assist CSHQA to evaluate building code implications such as firewalls, openness, ventilation, fire safety, handicap accessibility, etc.

9. Lay out preliminary striping for the parking facility, including requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

10. Assist CSHQA to determine the proper number and appropriate location of stair towers. Confirm with Owner if elevators are needed.

11. Design typical floor slopes for positive drainage and patron comfort to include establishing floor elevations and locating floor drains and mechanical risers.

12. Assist CSHQA on a conceptual level, with developing the architectural direction for the structure, particularly as it relates to the function of the facility and any implications to the structural design.
12. Assist team by reviewing conceptual cost estimate and preliminary construction schedules.

13. Assist team by preparing and schematic drawings that will illustrate facility size, traffic flow, parking geometry, vehicle ingress/egress, stair tower locations, floor elevations, etc.

14. Up to 5 in-person meetings in Boise, ID are included in our initial fee budget for these phases of work. These meetings are able to be conducted via web conference if needed. Other meetings will be attended via teleconference or WebEx.

15. Provide deliverables using a combination of CADD and/or Revit at our discretion. Detailed REVIT modeling of schematic options to a Level of Design 100 or higher is not included in our basic services.

Note: During Task 01 Programming, the following documents will be prepared: A site survey, topographic mapping (provided by T-O Engineers) and a geotechnical investigation/report (provided by Terracon).

B. TASK 03: DESIGN DEVELOPMENT (60% Design Documents)

Further develop the approved schematic design development documents to evaluate appropriate systems with particular emphasis on function, durability, and overall economy. Finalize dimensions and the location of the parking facility on the site. Assist in code interpretations as relates to parking structure design issues. Prepare design development drawings and preliminary specifications. Assist in reviewing a DD level opinion of probable construction cost. Attend up to 3 meetings in Boise or via teleconference, as needed.

1. Specifications
   a. Prepare preliminary specification sections for items designed by Walker.

2. Structural and Durability/Waterproofing Design
   a. Design and lay out the structural grid system to provide for parking efficiency and patron comfort.
   b. Locate all expansion joints and detail these joints for the selected structural system.
   c. Perform a durability analysis for the selected structural system and make recommendations to the Owner regarding options to maximize the life of the structural system and reduce life cycle and maintenance costs.
   d. Provide standard details of waterproofing systems for joint sealants, expansion joints, horizontal and vertical waterproofing and foundation wall waterproofing and perimeter under-drains.

3. Preliminary Electrical and Mechanical Design Recommendations
   a. Recommend lighting levels, fixture locations and fixture manufacturers.
b. Design floor slopes for positive drainage and patron comfort including establishing floor elevations and locating floor drains and mechanical risers.

c. Determine preliminary drainage, wash-down, fire protection and other mechanical systems for the parking facility.

4. Civil Design

a. Coordinate with the project civil engineer the preliminary design of driveways, curb cuts, site work and utility connections.

5. Parking Operations

a. Assist the Owner in determining the distribution of user groups within the facility. We understand this is currently planned to be a gated facility.

b. Design entry/exits, islands, curbs, queuing areas, etc. consistent with the needs of the various user groups.

6. Architectural Design

a. Assist the architect to evaluate the architectural direction for the structure, particularly as it relates to the function of the facility and any implications to the structural design.

General:
Provide Walker deliverables using a combination of CADD and/or Revit. Detailed REVIT modeling to a Level of Design 200 or higher is not included in our basic services.

C. TASK 04: CONSTRUCTION DOCUMENTS (100% Design Documents)

1. Prepare functional, structural and waterproofing system construction documents, including drawings and technical specifications. We assume that the Owner will provide front-end specifications.

2. Coordinate with the work of the architectural, civil, landscape and MEP consultants to produce one coordinated set of construction documents.

3. Assist in preparing the final opinion of probable construction cost and anticipated construction schedule.

4. Review documents prepared by Walker for compliance with codes, regulations, laws and guidelines in effect at the time of submission of the documents to the building authority. Assist in responding to City of Boise building permit review comments.

5. If required by Owner, work with the Owner and design team to develop a list of pre-qualified bidders.
6. Attend 1 meeting in Boise and via teleconference, as needed.

7. Provide hard copy deliverables (drawings and specifications). We will also provide drawings and specifications in .pdf format and provide access to Walker’s FTP site for data transmission of electronic information. REVIT models to a Level of Design 300 or greater are not part of our basic services. Walker reserves the right to use CADD and/or REVIT based systems for production of our deliverables, with REVIT our primary software platform.

D. BIDDING

1. Attend a pre-bid meeting with prospective bidders.

2. Provide interpretations of documents and answer bidder questions.

3. Review with the Owner and design team alternate cost saving methods proposed by bidders.

E. CONSTRUCTION ADMINISTRATION (NOT INCLUDED AT THIS TIME)

EXCLUSIONS/ASSUMPTIONS
The following are design related scopes of work that will need to be provided by others and coordinated with Walker’s work for the team to complete the parking structure design:

- Site Survey
- Utility connections
- Civil engineering design including drainage, grading, etc.
- Landscape design
- Architectural design
- MEP design
- Security Design
- Cost estimation
- Geotechnical engineering/subsurface exploration

Walker is excluding the design and specification of a fully automated parking guidance system. Included is a basic extension of the existing airport parking revenue and control system. Should the Owner desire a fully automated parking guidance system for either this structure or the existing public garages, we are happy to provide a scope and fee for that work.

Walker is including basic static site signage for the project to direct parkers to the long and short term parking areas. If dynamic messaging signage is desired, we are able to provide an additional scope and fee for that work.
Walker is excluding the design of a roof structure for the parking structure as well as the design of a photovoltaic panel support system. We are able to incorporate future loads for either a roof or a PV system into our design if desired as part of our basic services.

With the BOI mandated reduction in Walker’s Standard billing rates, our fees are below the point at which the full design of circular helices are now not included in our basic design fees. Should the Owner decide that they want circular helices, then Walker would require approximately $60,900 in additional design fees to be allocated to the basic fees. There is additional effort to design these elements versus other styles of express ramps. These elements also cost more to build and therefore the design team should be compensated for the additional efforts to design these items commensurate with the overall % fee for the project.

**SCHEDULE**

We suggest design schedule approximately as follows:

| Task 01: Programming  | May 2020 – June 2020 | 6 to 8 weeks* |
| Task 02: Schematic Design | July 2020 – August 2020 | 8 weeks* |
| Task 03: Design Development | Nov 2020 – Jan 2021 | 8-10 weeks* |
| Task 04: Construction Documents | Feb 2021 – April 2020 | 12 weeks* |
| Task 05: Bidding | TBD | 4 weeks |
| Task 06: Construction | TBD | 16 months *(per Owner)* |

(assuming civil infrastructure work required)

*Independent of Owner review times

We are committed to any reasonable goal to achieve a schedule as needed for the airport.

**PROFESSIONAL FEE**

We propose to perform Walker’s portion of the parking structure design and bidding support services described on an hourly rate basis plus reimbursable expenses basis in accordance with a mutually agreed contract. We suggest budgeting for fees and expenses distributed among the phases as follows:

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<td>E. Task 05: Bidding</td>
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A copy of our custom hourly billing rates as adjusted for this project is attached for use if there are additional services required that need to be provided on a time and materials basis.

We appreciate your consideration of Walker Consultants for this project. We look forward to working with you on its successful completion.
Sincerely,

WALKER CONSULTANTS

Robert E. Stanley, PE, NSPE, LEED AP
Vice President

Enclosures

Walker Task/Fee table with hours/fees
BOI Airport Billing Rates for Basic Services

M:\PROPOSAL\CMPLTPRO\Functional & Structural\Boise Airport Public Garage\Boise Airport Public Garage - F&S (04-09-20).docx
## Fee Worksheet - Parking/Structural

**April 9, 2020**

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<td>3. Site Visit</td>
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<td>4. Review/Integrate Survey information</td>
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### REIMBURSABLE EXPENSES

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### TOTAL FEE

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Subject to annual adjustment on January 1 each year.
March 27, 2020

David Blenker, NCARB
Architecture
CSHQA Architecture
200 Broad Street
Boise, Idaho 83702

Re: Boise, Idaho
Boise Airport East Public Garage
- 1,300 Stalls w/ Exit Plaza
- 1,800 SF Parking Office

Construction Cost Estimating

Dear Mr. Blenker:

As requested, we have reviewed the requirements for providing Construction Cost Estimating for the above referenced project. For your consideration is the following Fee:

Provide a detailed Quantity Survey of Materials and Labor for Architectural, Structural, Mechanical, Electrical & Site / Civil items which will be costed by our In-House Data Base. These Estimates will be prepared in the CSI Format.

Program Cost Estimate

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Schematic Cost Estimate (30%)

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March 27, 2020

Mr. David Blenker, NCARB

Page 2

Construction Document Cost Estimate (100%)
(Update DD Estimate)

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Total: $13,460.00

We appreciate the opportunity in providing these services and look forward to a successful project.

Respectfully,

Joachim R. Anzer, CPE
Principal
March 31, 2020

Brendon Daniels, PE
1998 W. Judith Lane
Boise, Idaho 83705

RE: Boise Airport Parking Garage Traffic Analysis – Boise, Idaho

Dear Bendon:

Attached is a proposal for the preparation of a traffic analysis to support the design of the new public parking structure at the Boise airport. The purpose of the traffic and circulation analysis will be to evaluate the traffic operations along Airport Way focused on the parking entrance and exit along Airport Way that will serve the new parking garage. For the purposes of this scope, it is assumed that a formal traffic impact study (TIS) is NOT required by ACHD as part of this project. If a TIS is required, the scope and budget for this analysis would need to be expanded based on the agency requirements. Part "A" identifies our proposed services for the project in accordance with the terms and conditions outlined in Part "B". This scope was developed based on our discussions with you, our experience on similar projects, and a review of the previous traffic study and data.

Due to the nature of this project, we recommend that a three-phase approach be used to complete this project. Phase 1 of the project includes reviewing the site plan, meeting with the Airport to determine the study year and growth projections, and meeting with ACHD to determine if a formal traffic impact study will be required. Phase 2 will include development of a traffic study report to which will include an evaluation of the existing traffic operations and the parking entrances and exits to the Airport Way loop road, future traffic operations with buildout of the new parking garage, identify deficiencies, and evaluate mitigations. Phase 3 will be follow-up support to the team during the design phase, and attendance at meetings and hearings during the approval process. All three phases will be conducted on a time and materials basis (detailed in Table 1 of the attached Part “B”).

Please review the attached Professional Services Agreement. If the agreement is satisfactory, please return a signed copy electronically. One executed original will be returned for your records. Depending on the contract with the Airport, we can also utilize another contract template, but will need to review the provisions. If you have any comments or questions, please do not hesitate to call.

Sincerely,

KITTELSON & ASSOCIATES, INC.

John Ringert, P.E.
Senior Principal Engineer
PROFESSIONAL SERVICES AGREEMENT

March 31, 2020

Kittelson & Associates, Inc.
101 South Capitol Boulevard, Suite 600
Boise, ID 83702
208.338.2683 (P)
208.338.2685 (F)

T-O Engineers, with an office at 1998 W. Judith Lane, Boise, Idaho 83705 (the “CLIENT”) hereby enters into this Professional Services Agreement (this “Agreement”) with KITTELSON & ASSOCIATES, INC. to perform the services as described in this Agreement’s Part “A” - Scope of Work (the “Services”) for the Boise Airport Parking Garage Traffic Analysis (the “Project”), subject to all the provisions described in Part “B” Terms and Conditions.

PART A - SCOPE OF WORK

The purpose of the traffic and circulation analysis will be to evaluate the traffic operations along Airport Way focused on the parking entrance and exit along Airport Way that will serve the new parking garage. For the purposes of this scope, it is assumed that a formal traffic impact study (TIS) is NOT required by ACHD as part of this project. If a TIS is required, the scope and budget for this analysis would need to be expanded based on the agency requirements.

PHASE 1: SCOPING AND CONCEPT DESIGN ($8,000)

As part of Phase 1, KAI will assist in the refinement of the site plan and confirm the study area and scope with the client. Additionally, ACHD will be contacted to verify whether a formal TIS will be required.

- Obtain a current, electronic copy of the site plan.
- Identify potential site plan changes that may be required to address the anticipated findings of the traffic study. The review will focus on vehicular and pedestrian circulation and loading areas.
- Confirm the peak hours for traffic in the Airport area coincide with roadway system (weekday a.m. peak hour 7-9 a.m. and weekday p.m. peak hour 4-6 p.m.) Note that traffic counts from 2018 indicate the peak hours are midday 10 a.m.-12 p.m. and 2-3 p.m.
- Obtain the buildout/design year for the new garage.
- Using data from the Airport, historical traffic data, or projections from COMPASS, estimate the background traffic growth rate for use in estimating a buildout condition for traffic at the entrance and exits to the public parking areas.
- Develop preliminary estimates of the additional trips associated with the proposed parking garage based on:
 Estimated growth in passenger traffic from the Airport during the weekday a.m. and p.m. peak hours.
- Future airport expansion plans that will be served by the new parking garage.
- Size and hours for the existing parking structures and lots based on information provided by the Airport.
- Weekday a.m. and p.m. peak hour traffic counts at parking entrance locations and the parking exit. See Phase 2 for specific intersections.
- Existing trip generation for Airport based on the existing counts.
- Meet or attend a conference call with ACHD to determine if a traffic impact study and discuss any other concerns or requirements by ACHD. The Idaho Transportation Department will also be contacted and potentially invited in the meeting. If a TIS is required, the scope of Phase 2 would need to be expanded based on ACHD and/or ITD requirements.
- Prepare and submit a scoping memorandum to the client documenting the study intersections and other study assumptions.

PHASE 2: TRANSPORTATION ANALYSIS ($25,000)

As part of Phase 2, a traffic study will be prepared for the proposed public parking accesses to the Airport Way loop road.

A. Data Collection ($2,000)
- Visit the site and inventory posted speed, lanes, pedestrian facilities, and intersection sight distance on the study roadways, intersections and proposed access locations.
- Confirm the appropriate peak hours.
- Collect or obtain traffic data necessary for the evaluation of the parking entrances and exits. Typically, traffic counts are only considered “current” if conducted within 12 months due to growth and other changes. Traffic counts were conducted in 2018 which while over 12 months old, are proposed to be utilized due to the current lack of ability to obtain accurate counts resulting from the COVID-19 travel impacts. These counts will be adjusted, as necessary based on airport data regarding growth between 2018 and 2020. The following counts are assumed:
  - Obtain the following 2018 daily traffic counts from the Airport
    - 24-hour directional daily counts on the study segments over 7 days. The segments are anticipated to include (also shown in the figure with the yellow lines):
      - Airport Way:
        - East of Parking Entrance (counted in 2018 in Precision Eng study)
        - West of Public Parking Exit (counted in 2018 in Precision Eng study)
Conduct weekday a.m. and p.m. peak hour turning movement traffic counts following intersections to supplement the daily counts (also shown in the figure with blue dots):

- Airport Way/Public Parking Exit/Gas Station Connector Road

B. Existing Conditions Operational ($3,000)

- Analyze the existing weekday a.m. and p.m. peak hour traffic operations at the study intersections and roadway segments.

C. Background Conditions Operational Analysis ($5,000)

- Obtain traffic studies or other information for in-process developments from the Airport and/or ACHD.
- Estimate build-out year background traffic volumes at the study intersections based on a yearly growth rate developed based on the review in Phase 1.

D. Trip Generation/Trip Distribution ($2,000)

- Refine the trip generation estimated in Phase 1 based on changes to the site plan or comments based on the scoping memo.
- Assign the estimated weekday a.m. and p.m. peak hour trips to the study intersections and access connections based on the estimated trip distribution.
E. Buildout Operational Analysis ($7,000)

- Develop forecasted peak hour and daily traffic at the study intersections based on the background traffic growth and site generated traffic that will be served by the proposed parking garage.
- Perform a weekday a.m. and p.m. peak hour operational analysis at the study intersections under full build-out of the proposed development.
- Estimate the service rate for inbound traffic at the entrance to the garages based on information provided by the Airport.
- Analyze the 95th percentile vehicle queues at the study intersections and public street connections for the site under build-out year total traffic conditions.
- Estimate queuing at proposed parking garage entrance based on operational information provided by the client.
- Review the site plan and provide recommendations on connectivity for the site.

F. Transportation Analysis Report ($6,000)

- Prepare a report summarizing the above Tasks A-G that follows the TIS requirements for ACHD. Submit report to the design team and owner for incorporation to project design.

PHASE 3: ADDITIONAL MEETINGS AND FOLLOW-UP WORK ($4,000)

Phase 3 is intended for coordination after the TIS submittal

- Follow up meetings with the design team and Boise Airport to discuss findings and recommendations of the traffic report
- Attend project-related meetings and hearings with the development team and/or jurisdiction officials as needed at the client’s request and conducted on a time-and-materials basis.
- Additional analysis and reports responding to comments on the analysis.

The estimated budget assumes up to 20 hours of work to respond to comments, attend additional meetings beyond those identified in Phases 1 & 2 and provide support during hearings.
CITY OF BOISE
AIRPORT
REQUEST FOR PROPOSAL

RFP 20-171
Boise Airport East Public Garage, Design Services

Addenda
1. __________
2. __________
3. __________
4. __________
5. __________
# RFP 20-171
Boise Airport East Public Garage, Design Services

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<td>General Conditions</td>
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<td>Sample Agreement</td>
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RFP 20-171
Boise Airport East Public Garage, Design Services

Invitation to Propose

January 7, 2020

Dear Proposer:

The City of Boise, Idaho will accept sealed proposals at the Purchasing Office, 150 N. Capitol Blvd., Boise, Idaho, 83702, until February 5, 2020 at 1:30pm local time. Immediately thereafter, all proposals will be opened and publicly read in the presence of the Proposers at Boise City Hall.

Proposals Will Consist Of: RFP 20-171; Boise Airport East Public Garage, Design Services, Airport, Boise City

Scope of Work: The scope of work anticipated for this request for proposals includes planning, design, and construction administration services for a five level (no roof), 1300 stall public parking garage, two attached helixes, stairways, elevators, connecting walkway to the elevated roadway, seven lane covered toll plaza, and 1800 sf parking office.

Proposals will be prepared per the specifications detailed within the Request for Proposal document. Bid/Proposal documents 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.

A Pre-bid Meeting Will be held on January 22, 2020 at 1:30pm at (Boise River Conference room, 3rd floor, Boise Airport, 3201 Airport Way, Boise, Idaho)

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<td>Bids/Proposals Due</td>
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In determining the best qualified proposal, Purchasing will consider all acceptable proposals on a basis consistent with RFP requirements.

The City intends to award contract to one Proposer.

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.

CITY OF BOISE, IDAHO
RFP 20-171
Boise Airport East Public Garage, Design Services

PROPOSAL INSTRUCTIONS AND INFORMATION

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

  Boise City Purchasing Office
  150 N Capitol Blvd
  Boise, ID 83702
  RFP 20-171; Boise Airport East Public Garage, Design Services

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

  OR

• **E-Proposals:** Electronic Proposals submitted through DemandStar or BidNet will also be accepted for this project. 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 proposal. Proposals without written signature will not be accepted.

• All E-Proposals must be submitted before the scheduled bid/proposal opening. In the event of a technology failure, the City reserves the right to accept all 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 proposals after the scheduled time for opening.

• The Owner is the City of Boise.

• **ALL PROPOSALS MUST BE SIGNED.**

• If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Proposal. Where 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.
GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Request for Proposal
It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

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

1.3 Evaluation of Proposer
Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Boise employees, and may include citizens of the City.

1.4 Insurance
The Contractor will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the City as a named insured (Attn: Purchasing), 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 thirty (30) days written notice thereof to the Contractor and the 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 Purchasing.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this contract.

   a. Contractor's and Subcontractor's Insurance. The Contractor will not commence providing service under the contract until Contractor has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Contractor hereunder.

   b. Compensation and Employer's Liability Insurance. The Contractor will maintain during the life of this contract, the statutory workers' compensation, in addition,
employer's liability insurance in an amount not less than $500,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Contractor will require the Subcontractor similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.

The minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

1.5 Reserved Rights
The City of Boise reserves the right to accept or reject proposals. The City may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

1.6 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 or these Instructions should be directed to the City of Boise, Public Works Department.
RFP 20-171
Boise Airport East Public Garage, Design Services

Act should be addressed to your own legal counsel - Prior to submission.

1.7 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 Proposal pricing.

1.8 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process
Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the Department of Finance & Administration, to be received no later than noon, five (5) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may modify the proposal documents, 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 Proposer.

Written requests and protests are to be directed to:

Missy Grothaus
City of Boise Purchasing
150 N. Capitol Blvd.
Fax 208-384-3995
mgrothaus@cityofboise.org

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

1.10 Modification and Withdrawal of Bid/Proposal
A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.11 Proposal Questions
Questions and responses of any one Proposer, which the City of Boise deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Boise may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.
1.12 Idaho’s Reciprocal Preference Law
To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code §67-2349.

Reciprocal Preference Information: https://www.naspo.org/reciprocity1

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

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

1.14 Award Criteria
Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include experience, references, compliance to the specifications and requirements for the service. The contract will be awarded to one Proposer.

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td>5</td>
</tr>
<tr>
<td>Project Team and Organization</td>
<td>20</td>
</tr>
<tr>
<td>Project Administration</td>
<td>20</td>
</tr>
<tr>
<td>Qualification and Experience of Consultant Team</td>
<td>30</td>
</tr>
<tr>
<td>Qualifications and Experience of Key Staff</td>
<td>40</td>
</tr>
<tr>
<td>Relevant Projects completed in Last Five Years</td>
<td>30</td>
</tr>
<tr>
<td>Project Schedule</td>
<td>15</td>
</tr>
<tr>
<td>*Reference</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>180</td>
</tr>
</tbody>
</table>

*Reference points will be awarded based on projects with similar size and scope of work.

1.15 Highest Ranked Proposer
The selection committee shall recommend to City Council that the contract or award of proposals be awarded to the highest ranked Proposer, with all evaluation criteria considered, provided that, the City Council may award contracts to the Proposer it determines appropriate.

1.16 Proposal and Price Guarantee
It is desired that the submitted proposal remains in effect for a minimum of 120 days, along with all proposal pricing. If this is not accepted, Proposer is to so indicate.
1.17 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 proposer 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 1.8 herein.

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

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

1.18 Payments and Billings

The awarded Proposer will submit all invoices to:

Boise Airport
Attention Matt Petaja
3201 Airport Way, Suite 1000
Boise, Idaho 83705
Payments through City Hall are processed weekly. The awarded Proposer can expect the City to issue and mail payment within 45 days after receipt of invoice.

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

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

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, to award on an "each item" basis (however, the Proposer may indicate "all or none"), and to accept the proposal deemed most advantageous to the best interest of the City of Boise.
2.1 Assignment or Subcontracting
The Consultant may not assign or transfer this agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Boise. If the City of Boise consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

2.2 Contract
The selected firms(s) will be expected to execute a contract with the City of Boise. Specific exception must be proposed prior to bid/proposal opening.

2.3 Ownership and Access to Records
While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the City of Boise and the Consultant, records will normally become the property of the City of Boise and subject to state law and City of Boise policies governing privacy and access to files.

2.4 Examination of Records
The City of Boise shall have access to and the right to examine any pertinent books, documents, papers, and records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest
  2.5.1. The Consultant shall not hire any officer or employee of the City of Boise to perform any service covered by this Agreement.
  2.5.2. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Boise.
  2.5.3. The Consultant shall not be in a reporting relationship to a City of Boise employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

2.6 Copyright
The City of Boise shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant warrants that all creators of copyrightable material delivered under this Agreement to the City of Boise are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant, and that such creation is within the course and scope of the creator's employment.

2.7 Non-Waiver
Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.
2.8 No Third-Party Rights
Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

2.9 Standard for Performance
The parties acknowledge that the City of Boise, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.10 Attorney's Fees
In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.11 Applicable Law
The laws of the State of Idaho shall govern this agreement.

2.12 Rejection of Proposals
The City of Boise may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Boise. City of Boise is in no way obligated to any respondent for the work as set forth in the specifications.

2.12.1 The City of Boise reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.

2.12.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

2.12.3 If, in the opinion of the City of Boise, the solicitation does not result in reasonable prices to the City of Boise, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.
The City of Boise, Idaho

Located in southwest Idaho, the City of Boise was created in 1866 by authority of the Idaho Constitution. The City is located in Ada County and is Idaho’s capital and largest metropolitan area, with an approximate population of 278,000. The City is governed by a mayor and six City Council members.

The Airport

Since 1939, Boise Airport has been owned and operated by the City of Boise, Idaho. The Boise Airport is operated by the Boise City Aviation Department. The Airport is operated as an economically self-sustaining enterprise fund of the City. The Airport is located about 5 miles south of downtown Boise. Boise Airport is a regional air carrier airport serving southwestern Idaho, eastern Oregon, and Northern Nevada. The Federal Aviation Administration classifies the Boise Airport as a small hub airport. For calendar year 2019, the Airport had 2,040,000 enplaned passengers and 139,000 tower operations. The Airport is currently served by 7 airlines going to 20 daily non-stop destinations. The Boise Airport market area has a population of approximately 750,000. In 2003, the Airport completed a new 428,900 sq ft terminal building and multi-level access roadway. The terminal has 12 passenger loading bridges on concourse B and 11 ground loading gates off concourse C, a fully automated baggage system. The airport parking facilities are managed through a concession contact.

The Airport currently has the following parking facilities:

<table>
<thead>
<tr>
<th>Parking Facility</th>
<th>Total Spaces</th>
<th>Daily Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Surface</td>
<td>252</td>
<td>$23.00</td>
<td>.075/ 30 Min</td>
</tr>
<tr>
<td>Long Term Surface</td>
<td>597</td>
<td>$10.00</td>
<td>.075/ 30 Min</td>
</tr>
<tr>
<td>Garage</td>
<td>2077</td>
<td>$13.00</td>
<td>.075/ 30 Min</td>
</tr>
<tr>
<td>Remote Economy lot</td>
<td>1321</td>
<td>$8.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Project Information: The east public parking garage consists of planning, design, and construction of a five level, 1300 stall parking garage, east of the existing parking garage. The east public parking garage will consist of a cast in place, post tension concrete structure with helixes, stairways, elevators, passenger walkway to the elevated roadway, and associated utility relocations. The project also includes planning, design, and construction of a seven-lane covered exit plaza and 1,800 sf parking office.

Special Instruction

Prior to submission of a proposal, the design professionals shall be properly licensed in the state of Idaho for the services being provided.
SCOPE OF SERVICE

The consultant shall perform all work to the standards of care for the profession and furnish the following basic services:

1. **Programming Phase**

   Consultant shall meet with owner to determine project objectives, requirements, schedule, operational needs and constraints, and budgets. Consultant shall prepare a programming description of the project and multiple alternatives, to further define the project. Program description shall include an evaluation of project requirements, investigation of existing conditions and facilities affecting the project, building code review, review of future parking facilities development, conceptual drawings of the garage project, budget cost estimates, and preliminary evaluation of construction phasing and schedules.

2. **Schematic Design Phase**

   Prepare multiple schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of all project components for review and approval by the owner. Schematic design will include preliminary cost estimate, schedule, and phasing plan.

3. **Design Phase**

   Based upon owner approved schematic design, the consultant shall complete detailed design of all aspects of the project, including review of utilities, access to parking facilities, site improvements, and garage construction phasing. All work shall be done to the Standards of Care within the profession and shall be consistent with applicable building and safety codes. Design documents furnish by consultant shall be in the format approved by the owner and consist of design drawings, construction details, specifications, and revised cost estimate for the project.

4. **Construction Documents Phase**

   Based upon the owner approved design documents, the consultant shall prepare construction documents. The construction documents shall include all necessary and drawings, construction details, specifications, bid documents, and contract documents to complete the project, including equipment procurement and installation. Consultant shall submit four sets of completed construction documents and revised cost estimates to the owner for final approval. The consultant shall submit required design and construction documentation to the building officials having jurisdiction, for approval. The consultant shall incorporate any building code revisions in the construction documents.

5. **Bidding and Contract Award Phase**

   Consultant shall provide technical assistance during the bid phase. Services shall include responding to contractor questions, interpreting documents, attending
pre-bid conference, preparing addendum, reviewing bid proposals, making recommendations for award, and preparing contract documents.

6. **Construction Phase**

The consultant shall provide contract administration for the contract. The consultant shall provide a full-time owner's construction representative during the construction. Consultant shall review and approve all contractor submittal, proposal requests, reviews and certify contractor pay applications, prepare change orders and construction change directives, with supporting documentation for all significant modifications to the contract.

In addition, the Consultant project manager shall conduct regular site visits and contractor meetings during construction or as required by the work being performed to interpret construction documents, to determine if work is in conformance with the construction documents. Upon completion of construction work, the consultant shall make a thorough inspection to determine if substantial completion is warranted and prepare a punch list of outstanding work or nonconforming work. Consultant shall prepare final record drawings for the owner and provide in both hard copy and electronic format.

7. **Additional Services**

The consultant shall have the ability, whether in-house or subcontracted to perform the following service:

- Project review by Parking Consultant
- Geotechnical Studies
- Survey work
- Civil design for utility relocation and roadway improvements
- Parking Control Equipment specifications
- CCTV system design and specifications
RFP 20-171
Boise Airport East Public Garage, Design Services
Return with Bid Proposal

BID PROPOSAL SIGNATURE PAGE

Name of Business:  
Address:  Please print or type 
City:  
State:  
Zip Code:  
Phone No.:  
Signature:  
Printed Name:  
E-Mail:  
Title:  
Date:  

Significant Local Economic Presence:  _____ Yes;  _____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council).

Provide local address if different than mailing address.
Proposer Acknowledge Receipt of the Following Addenda:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date</th>
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<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation’s specifications and specifically constitutes a waiver of any objections to them.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

<table>
<thead>
<tr>
<th>Number of days price will be guaranteed:</th>
<th>90</th>
</tr>
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<tbody>
<tr>
<td>(Request minimum of 90 days)</td>
<td></td>
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</tbody>
</table>
Proposal Format
All proposals submitted in response to this request should include the following headings to assist evaluation. The proposals should be clear and to the point. Emphasis should be placed on specific qualifications of the people who will actually provide the service and the firm’s ability to manage the service. Written proposals shall be limited to no more than sixty five (65) pages in length.

1. **Cover Letter (5 points)**
The cover letter should contain an introduction of your consultant team, list team members, team organization, and project approach. The cover letter should be signed by a principal of the lead firm.

2. **Project Team Organization Chart (20 points)**
Provide an organization chart for the design team. Show each team member, consultant/subconsultant relations, contacts, team organization, roles, and areas of responsibility.

3. **Project Administration (20 points)**
Provide description of your proposed approach to overall project administration during design and construction. Describe methods used and experience in meeting project deadlines and completing projects without cost overruns. Describe experience in coordinating projects with public, multiple tenants, and government agencies.

   Describe proposed approach to effectively communicate and involve owner and tenants. Describe ability to support projects if office located outside of Boise area. Describe project controls that you will use to coordinate sub consultants work, maintain quality and schedule of sub consultants.

   Provide details of your proposed project administration, to keep the owner informed, managing the team members, deal with design and construction issues, keeping the project on schedule and within budget. Provide details on your proposed project billing.

4. **Qualifications and Experience of Consultant Team (30 points)**
Provide data relative to the proposing consultant team’s size, history of working together, qualifications, experience, special expertise and abilities to complete all aspects of the project. Provide a list of similar projects in which the consulting team or team members have provided similar services as a team.

5. **Qualifications and Experience of Key Staff (40 points)**
Describe the Key staff member’s qualifications, experience, expertise and ability to respond in a timely fashion. Specific emphasis should be placed on past projects performed for similar public entities. Provide resumes of all Key Staff listed.

6. **Relevant Project Experience (30 points)**
Provide a list of relevant projects completed by your team or team members in the past five years, for each project type below. References from relevant projects, managed by Key Staff members is desirable.

7. **Project Schedule (15 points)**

   Provide detailed project schedule for planning, design, design reviews, city plan check, and bidding.

8. **References (20 points)**

   Please provide a minimum of four (4) references for similar projects completed within the last 5 years, as proposed in this RFP. Provide names, email address, and phone numbers of references that have dealt with key staff on other similar projects.

   The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial information and interviews with past clients, and employees. Unfavorable responses to these investigations may be grounds for rejection of proposal.
Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. **Reference points** will be awarded based on projects with **similar size and scope of work**. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

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<thead>
<tr>
<th>(Name)</th>
<th>(Address)</th>
<th>(Phone)</th>
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<tbody>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
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<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
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</table>
Project: Boise Airport East Public Garage, Design Services

Consultant: (Insert Consultant’s Name)

Owner: Aviation department, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this ___ day of _______, 20__, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as “Owner”, and (Insert Consultant’s Name), hereinafter referred to as “Consultant”, duly authorized to do business in the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

   - Bid Proposal
   - Contract Agreement
   - Specifications
   - Acknowledgement
   - Liability Insurance
   - Automobile Insurance
   - Workers’ Compensation
   - Professional Liability Insurance (Errors & Omission)

2. Time of Performance: All work and products described in the Scope of Services shall be completed within (365) days from the date hereof. The term may be modified by mutual written agreement of the parties.

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

   Consultant shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If Consultant 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 Consultant 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 Consultant shall require the subConsultant to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Consultant and the Consultant's employees, agents, servants, guests and business invitees, and are acting as independent Consultants and are in no way employees of the City.

4. Errors and Omission: Consultant will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code ($500,000).

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

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

6. Compensation: For performing the services specified in Section 1 herein, the City agrees to pay on an actual time and materials basis, total not to exceed, THE SUM OF (Insert Contract Amount, Number and Written Form), including reimbursable direct expenses. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Consultant will invoice the Department Name, directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five days after receipt.

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

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

(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 herein provided.

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 shall constitute
breach of, and a default under, this Agreement by the party so failing to perform.

11. **Force Majeure:** Any delays in or failure of performance by Consultant shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant, 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 Consultant. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. **Assignment:** It is expressly agreed and understood by the parties hereto, that Consultant 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 City.

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 subcontractor is in compliance with this section.

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

14. **Reports and Information:** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City 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 City may deem necessary, there shall be made available to the City for examination all of Consultant’s records with respect to all matters covered by this Agreement. Consultant shall permit the City 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. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. **Compliance with Laws:** In performing the scope of services required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

18. **Changes:** The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and
between the City and Consultant, shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Consultant under this Agreement shall, at the option of the City, become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

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

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Consultant. If the Agreement is terminated by the City as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant, Section 19 hereof relative to termination shall apply.

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

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

24. Non-Appropriation: Should funding become not available, due to lack of
appropriation, the City may terminate this agreement upon 30 (thirty) days notice.

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. Renewal: This agreement shall not be valid for more than (365 calendar days) from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. Two (2) renewals shall be allowed.

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

END OF AGREEMENT
RFP 20-171; Boise Airport East Public Garage, Design Services

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 this______ day of _________ 20___, before me personally appeared _________ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is _____________ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

____________________________
(notary signature)

(SEAL)
Purchasing Contract Number

RFP 20-171; Boise Airport East Public Garage, Design Services

APPROVED AS TO FORM AND CONTENT:

____________________________________  Date
Department

____________________________________  Date
Purchasing Agent

____________________________________  Date
Legal Department

CITY OF BOISE

APPROVED BY:

____________________________________  Date

ATTEST:  CONTRACT AMOUNT:

$(Insert Dollar Amount)

____________________________________  Date
City Clerk
FAA Required Contract Terms for ALL Contracts

General Civil Rights Provisions

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

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

Title VI Solicitation Notice

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

Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts And Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of its obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

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

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

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs
or activities” to include all of the programs or activities of the Federal-aid recipients, sub-
recipients and contractors, whether such programs or activities are Federally funded or not;

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on
  the basis of disability in the operation of public entities, public and private transportation systems,
  places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as
  implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits
discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority
  Populations and Low-Income Populations, which ensures non-discrimination against minority
  populations by discouraging programs, policies, and activities with disproportionately high
  and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English
  Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
  because of limited English proficiency (LEP). To ensure compliance with Title VI, you must
  take reasonable steps to ensure that LEP persons have meaningful access to your programs (70
  Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from
discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Fair Labor Standards Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of
29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if
given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor
standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or
regulation. The [contractor | consultant] must address any claims or disputes that arise from this
requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**Occupational Safety and Health Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements
of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a
work environment that is free from recognized hazards that may cause death or serious physical harm to
the employee. The Contractor retains full responsibility to monitor its compliance and their
subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act
of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced
requirement directly with the U.S. Department of Labor – Occupational Safety and Health
Administration.
ADDENDUM 01
RFP 20-171
BOI East Public Garage Design Services
Department of Aviation
Boise City Purchasing
Missy Grothaus
P.O. Box 500
Boise, Idaho 83701-0500
Phone (208) 972-8171
Fax (208) 384-3995
MGrothaus@CityofBoise.org

Date: January 21, 2020
Total Pages (Including this sheet): One (1)

Message:
You are hereby notified of the following changes and/or clarifications to the above referenced project:

1. The pre-proposal meeting scheduled for January 22, 2020 at 1:30 pm has been cancelled and will not be re-scheduled.
2. The proposal due date has been extended to **February 12, 2020 at 1:30 pm** local time.
3. Questions and clarifications are due February 5, 2020 by close of business.

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.
Message:
You are hereby notified of the following changes and/or clarifications to the above referenced project.

Q1: Since the fee schedule is not mentioned in the proposal outline, is it correct to assume that it will be negotiated with the highest ranked proposer?
A1: Yes. If we are unable to negotiate an agreeable scope of work and fee proposal, then we will go to the next highest ranked proposer.

Q2: Can you please provide transparency to your working project schedule, including your anticipated schedule for both design and construction phases?
A2: Preliminary schedule shows approximately 8 months to complete 90% design, 2 months for code review, bringing design and bid documents to 100%, 2 months for construction bid and award, and approximately 12 months for construction.

Q3: Pages 17-18 of the RFP, #6 Relevant Project Experience (30 points) states: “Provide a list of relevant projects completed by your team or team members in the past five years, for each project type below.” However, there are no project types specified.
A3: Public parking garages.
Q4: Page 18 of the RFP, # 8 References (20 points) states: Please provide a minimum of four (4) references for similar projects completed within the last 5 years, as proposed in this RFP. Provide names, email address, and phone numbers of references that have dealt with key staff on other similar projects. The required form only has space for 3 references and no place for email addresses, is it acceptable to add an additional page and spaces for emails?
A4: Revised form included in addendum.

Q5: How many hard copies of the proposal are required?
A5: Vendors shall submit five (5) copies of proposals, plus an electronic version.

Q6: To ensure our hard copy proposal is received by the deadline in case of weather delays we planned to ship on Monday February 10. Can you please confirm the last day addendums will be issued, so that we can meet requirements of Acknowledgement of Receipt of Addenda?
A6: If necessary the final addendum will be issued by COB 2/7/2020.

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.
**REFERENCES**

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. Reference points will be awarded based on projects with **similar size and scope of work**. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer's work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

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**IF ALL PAGES WERE NOT RECEIVED OR THERE IS A PROBLEM WITH THE TRANSMITTAL, PLEASE CONTACT OUR OFFICE.**
February 12, 2020

Boise City Purchasing Office
150 N Capitol Blvd
Boise, ID 83702

RE: RFP 20-171 Boise Airport East Public Garage, Design Services

Dear Selection Committee,

Building on the solid foundation of our work history at Boise Airport—especially our most recent project as a team, the new BOI employee parking garage—we are excited to propose this experienced, successful design team of aviation and parking facility experts to provide design, consulting and construction administration services for the proposed East Public Parking Garage.

CSHQQA will act as overall prime consultant and Architect-of-Record and will provide Idaho-licensed Architecture, Electrical Engineering, Mechanical Engineering, and Telecomm design services. Walker Consultants leads the industry as the most experienced parking consultant firm in the United States. Walker will provide their expertise in strategic parking planning and structural engineering with an Idaho-licensed structural engineer. T-O Engineers, who have been serving the Boise Airport since 2010, will provide Idaho-licensed civil engineering, landscape architecture, and surveying services. Terracon, who have a history of more than 50 projects with Boise Airport, will provide geotechnical engineering. Parametrix, Inc., who with over 50 years of experience providing cost consulting, system analysis, value engineering, and man-hour analysis to both private and public clients worldwide, will provide cost estimating services. Protection Consultants will be providing fire protection design services, and rounding out our team, a new addition, is Kittelson & Associates who are providing Traffic Engineering services.

We felt the addition of a traffic engineer was important as the new East Public Parking Garage may require a high level of traffic planning for the toll plaza queuing and traffic merging into the terminal area loop roadway.

The CSHQA + Walker team offers numerous advantages to BOI, including:

- Strong local team
- Hundreds of projects and 40 plus years of hands-on experience and detailed knowledge of BOI facilities, infrastructure, operations, design standards and project delivery methodology
- Recent team experience as the design team for the Boise Airport’s new employee parking garage.
- Design experience and know-how from a wide range of parking garage projects nationwide including hundreds of parking garages at over 80 airports and 28 parking garage planning, design, maintenance, and retrofit projects in Boise.
- Strong, positive working relationships with Boise Airport management and project stakeholders
- Small-hub/ medium-hub aviation experts with demonstrated success on airport projects of similar type, size and complexity
- Understanding of project funding sources, and critical importance of budget control, quality control and schedule management.
- Understanding of your priorities for safety, security, energy efficiency, sustainability, durability, functionality and maintaining operations.

Our team has the capacity, skill and passion to deliver an outstanding experience. We look forward to the opportunity to work with you on this project. We will exceed your expectations.

Thank you and sincerely,

CSHQQA

Martin A. Hahle, AIA
Principal-in-charge
2. Project Team Organization Chart

City of Boise
Boise Airport

MANAGEMENT TEAM

Martin Hahle AIA
Principal-in-Charge
CSHQA

David Blenker
Project Manager/Architect
CSHQA

DESIGN DISCIPLINES

Structural Design QA/QC
Walker Consultants
Kirk Taylor PE

Structural Engineer
Walker Consultants
Jared Brandau PE, SE

Geotechnical Engineer
Terracon
Ryan Olsen PE

Civil Principal
T-O Engineers
Dave Mitchell PE

Landscape Architecture
T-O Engineers
Jaime Snyder LA

Electrical Engineering
CSHQA
Amy Dockter PE

Civil Project Manager
T-O Engineers
Brendon Daniels PE

Survey
T-O Engineers
Steve Frisbie PLS

Mechanical Engineering
CSHQA
Russ Pratt PE

Telecom Engineering Designer
CSHQA
Jay Romlein RCDD/OSP

Traffic Engineering
Kittelson & Associates
John Ringert PE

Fire Protection
Protection Consultants, Inc.
Greg Jones PE

Cost Estimating
Parametrix
Nicholas Anzer
3. Project Administration

Our systems and processes for insuring quality and timely performance on projects.

The definition of quality is meeting the owner’s requirements. That’s what we do. We measure our success by achieving our clients’ goals, and every member of our team is dedicated to that objective. The delivery of a quality project is founded upon a thorough understanding of your requirements, which in turn depends on continuing and effective communication. We expect and welcome participation of stakeholders at all levels of your organization, and will assist you to frame your goals and objectives in ways that provide creative design solutions and an effective construction project. As we have successfully done in the past for other clients, we will encourage you, your staff and any contractors to act as partners in the effort, and will help everyone meet your goals in ways that also helps to deliver an efficient project.

CSHQA + Walker have Quality Assurance Programs that are formal, well documented, and have been in place and under constant refinement for decades. We are committed to providing its clients with quality services that are on schedule and within budget. This is the same program we recently applied to the BOI employee parking garage project with great success.

Five years from now, as you look back at this parking garage project, we want you to say it was 100% successful. Quality begins with establishing the criteria that will make it so.

Walker Parking Team Track Record

design industry average = 4–5% of construction cost

Walker caused change orders % of construction cost

Built to Budget
3. Project Administration

Our track record of meeting deadlines and working within a budget.

For your project to be successful, one of the most important elements of the CSHQA + Walker team’s service will be establishing and controlling the project budget and schedule. Our track record in doing so is excellent. Below illustrates our DEMONSTRATED ability to deliver a project under budget.

![Airport Project Costs - Budget vs. Actual](image)

Specific Resources & Skills We Will Bring to Your Project at BOI . . .

To provide you with the needed budget and schedule controls, we will bring to the Boise Airport garage project:

- A work plan at the beginning of the project to identify and establish lines of communication and controls to be implemented throughout the project.
- A commitment for regular progress meetings during planning and construction to promote better project control through timely decisions and increased project coordination.
- State of the art design practices and use of customized design technology software
- Real time tracking and sorting of project documentation. Propose using Procore from start of design through construction
- Timely and accurate project progress reports customized to your project which document decisions, project direction and outstanding items that need to be resolved.
- An extensive database of parking structure construction costs both locally and nationally.
- An understanding of parking structure specific construction processes combined with a deep understanding of airport landside operations which allows an accurate understanding of the construction schedule.
Our Cost Estimating Approach

The following steps highlight the life of your cost estimate from conceptual design to final construction document estimates. The budget is defined at the start of the project, and cost estimates are completed at each project milestone (30%, 60%, 95%, 100%) to confirm budget tracking. Parametrix, Inc. will be providing skilled professional cost-estimating services with proven success at BOI. In addition, Walker maintains an extensive database of airport parking structure costs that they will share with Parametrix to further inform the cost estimate.

1. **Estimate Initiation**
   - Electronic drawings are received and logged into our database.

2. **Project Confirmation**
   - Written notice-to-proceed is requested from the client before any work on the estimate is begun.

3. **Project Assignment**
   - Estimators are assigned to measure various component parts of the project.

4. **Quantity Take-Off**
   - The take-off is completed either manually, digitized or using on-screen take-off software using a CSI division in a line-by-line detail approach.

5. **Pricing**
   - The estimate is priced from the Parametrix database—checked by geographical location—then comparison checked to the measured quantities.

6. **Adjusting the Estimate**
   - The completed estimate is reviewed and sent as a draft to the owner/client for comment, reviewed items are adjusted and the final estimate is submitted.

7. **The Final Estimate**
   - The estimate is carried through the bid process including negotiation for contract letting.

Estimates include all hard construction costs using a “component-by-component” procedure with unit cost pricing. The estimator can make recommendations as to cost effectiveness of construction systems, materials and other potential time/value alternatives. Formats that can be used are CSI Division, Metric Ready, Uniformat Code, and Work Breakdown Structure.

Approach to Value Engineering

Cost is a usually major consideration in any project, but value for your investment is a greater priority. BOI will own and operate this garage for 50 years or more, so striking the right balance between initial cost and life cycle cost is essential. Spending money now on the right durability features will save money and disruption to the traveler later. The team has the expertise and experience to design for durability and low maintenance and has been doing so for over 45 years. Likewise, investing in energy efficient features, notably modern lighting systems, will pay on-going dividends for the airport. We are helping many garage owners retrofit their facilities to these systems currently. Our approach to value engineering is to provide the owner with reliable data and analyses to allow it to make informed decisions with the goal to provide a low maintenance, long life cycle, economical parking structure.
Our Understanding of the City’s Needs and Our Approach to this Project.

Through our team’s past experiences with the Boise Airport and City of Boise, we are familiar with many of the administrative and design challenges that accompany this project. We have a clear understanding of the need for this project and the design challenges that must be solved for this site. The rapid increase in BOI passenger traffic and visitors to the airport is exceeding master plan forecasts and triggering the need for this project. Public parking close to the terminal is becoming a premium with available spaces running out on a regular basis. The additional parking spaces created by this project will restore a high level of passenger service.

This project will be located on open surface parking east of the existing parking garage. Significant challenges include site circulation with short term, long term garage and long-term surface parking areas converging and routing all traffic through the toll plaza. This project will include the relocation and expansion of the toll plaza in coordination with the placement of the new parking garage and improved placement of the toll plaza for increased queuing, increased number of lanes, enhanced wayfinding and improved loop roadway merge point to reduce congestion that currently occurs near the intersection at Wright St. and I-84. Our team has extensive experience planning and designing parking projects with roadway improvements, toll plazas and parking all in one project, so we will hit the ground running.

Other challenges include the soils in the area where the garage will be constructed. Based on previous work we have completed in and around this construction site, we are aware of an old dump site that is now buried under the existing long term and employee surface parking lot areas to the east of the existing parking garage. Terracon is aware of this condition and will provide geotechnical soil investigation services to document the issue and recommend structural engineering foundation and slab design systems of solve and overcome this issue.

We understand this parking garage will function independently of the existing public parking garages with its own ramp system (helix or other type) and pedestrian connection to the elevated roadway. We also understand the owner’s desire for this parking garage to match the geometry and alignment of the west public parking garage relative to the elevated roadway. From a master planning standpoint, it is important for all future parking structures to be square and parallel to the elevated roadway so that one day all parking garages may be interconnected to infill the space and form one massive parking garage complex that most efficiently uses the limited space. Walker’s extensive airport parking garage experience means they have likely encountered similar challenges at other airports, and we will draw on their experience to uniquely solve your project’s challenges.
CSHQA has completed several landside projects at BOI, including the Gateway Entrance at the Vista/I-84 interchange directly adjacent to the proposed East Public Parking Garage site.

Project Administration

CSHQA will take the lead for project administration with staff from our Boise headquarters office. We will manage the team and all client services with local, immediate client support available throughout the project.

The first step in creating a successful project will be to thoroughly understand the programmatic requirements and institutional goals for the project and to rigorously analyze parameters affecting the building and site. We like to work with the owner to identify stakeholders early in the process and include them for input at the appropriate programming and design milestones to validate the direction of the project. To handle the many interrelated requirements from the stakeholders, we will suggest a “charrette” style meeting early in the design process, which will include all parties invested in the project being brought together at the same time. This strategy will allow all relevant stakeholders to air their issues and digest solutions with their counterparts present. In addition to guiding these sessions, we will diligently record the proceedings and publish meeting minutes so all parties can review and agree on the decisions made in the meetings.

With every design, we offer the Owner creative and appropriate solutions to the program that respond to these critical factors. Our team brings to the design process a history with similar project and building types and a thorough understanding of building systems and components.

To that end, our track record with respect to delivering projects of this type on time and on budget is unprecedented in the industry. We are bringing you a team of professionals that has unmatched experience in parking planning and design, unmatched knowledge of the Boise Airport through the hundreds of completed projects over several decades, and a team that has worked together successfully.
4. Qualifications & Expertise of Consultant Team

Characteristics of our Team that Most Set it Apart from Others

The proposed new East Public Parking Garage is the reason why Walker Parking Consultants is in business. Walker has been providing parking planning, design and restoration solutions since 1965. Our professionals specialize in only one thing: PARKING. While centering our attention on one area of practice, we’ve helped our clients overcome countless challenges to create inviting gateways to airports, universities, hospitals, cities, sporting venues and private developments. We are so excited and passionate about parking, WE WROTE THE BOOK!! Now in its third edition, our staff has authored the single, most comprehensive reference dedicated to parking that has ever been published.

Our specialization extends to a group of individuals who provide focused airport consulting services dealing with the various aspects of landside planning and operations, airport parking operations, rental car operations, vehicular flow, pedestrian flow and wayfinding. To date, we have served more than 80 airports in North America and abroad. Our integrated service approach begins with parking system consulting and extends throughout all the components of today’s multimodal ground transportation alternatives, providing solutions which address the needs of our ever-changing mobile society.

Airport parking facilities are an important link in the chain of customer service, and often serve as a gateway to the airport and the community. Their design must be thoughtful and integrated, and benefit from leadership by an expert in the field.

With fourteen offices across the United States, Walker has played an integral role in thousands of parking projects. With this experience and our ongoing commitment to original research in the field of parking, Walker is widely recognized as the leading parking consultant in the world.

The following indicates the airports across the nation where Walker Parking has provided our services …
4. Qualifications & Expertise of Consultant Team

Team’s Working Relationship
CSHQA, Walker, and T-O Engineers, along with our subconsultants, have a proven track record of working together. The CSHQA + Walker team most recently completed the design of the Boise Airport’s new employee parking garage. With bids just in, our team's estimates were right on target. Together, we overcame any challenges encountered in the design phase by working as a team and staying in constant communication. This is the mode in which we will continue as the project moves into construction in the coming months. The team working on the employee garage is the same team we propose for the new East Public Parking Garage: CSHQA, Walker, T-O, PCI, Terracon and Parametrix with the addition of Kittelson & Associates for Traffic Engineering. Because this project will have a more complicated interface with merging traffic, we felt the additional expertise of Kittelson would round out our team perfectly.

The firms and individuals on our team were chosen not just because of our current successful working relationship, but more importantly because they are highly knowledgeable in their respective disciplines when it comes to the design of airport parking garages. Before teaming for the new employee garage, we vetted each firm to ensure they were qualified. We feel we have put together a solid team that will be highly successful working with BOI, the City and all stakeholders.

Together, CSHQA + Walker will meet and communicate with Rebecca Hupp, BOI Airport Director, Matt Petaya, Deputy Director/Facilities and others in the BOI and City Administration as directed on a regular basis to ensure that performance criteria are met and expectations and solutions are aligned. The scope of the work and the demanding schedule will necessitate close coordination and cooperation between all team members. CSHQA’s and Walker’s experience in working successfully with the various stakeholders in the development and execution of complex, fast track public projects is a value-added asset unique to this project team.

At over one million square feet, garage is more than three times the size of the terminal; Walker designed the garage for the future, in anticipation of parking needs in 2030.
Unique to the New East Public Parking Garage Project

Based on our team’s experience, we would like to identify aspects or elements of this project that may pose unusual challenges.

Our design philosophy for this project can be stated simply: this is a building for people, not cars. People come in two forms: drivers and pedestrians. Throughout the design and construction of the new East Public parking garage, the needs and desires of drivers and pedestrians will guide our decisions and recommendations. Form follows function. Your project will be best suited if led by a firm deeply experienced in PARKING.

While all airports share the challenge of constructing improvements in a 24/7 operating environment, every airport is unique, and every airport parking system is unique. We expect to face many challenges in the design and construction of the new East Public parking garage. Some we find to be common to most airports, some are unique to BOI. Based on our knowledge to date, there are several significant challenges which are discussed below.

- **Design the structure to be highly functional for drivers and pedestrians.** The new garage will be adjacent to the existing garage, and will share its roadway and access system but have its own ramping system. In our service to more than 80 airports to date, Walker has developed a series of design principles for airport parking that will provide a facility that functions as intended in an airport environment. These principles address issues such as headroom, openness, visibility and lighting for comfort and safety, ramping systems, parking geometry, circulation for operating convenience and efficiency, separation of pedestrians and cars and adequate “people spaces” in the facility to make the visitor experience a positive one. Parking design, construction and operational options. There will be options on the table during design to connect the garages, maintain existing access, minimize disruption, phase the construction, among many others. Walker has the experience and airport operational knowhow to guide you through this process.

The Car Rental Ready/Return Lot and its subsequent canopy project are two examples of landside improvements at BOI designed by CSHQA.
4. Qualifications & Expertise of Consultant Team

- **Create a superior wayfinding system so people are comfortable parking anywhere at BOI, including in the garage.** We will create a solution that allows the garage and surface lots to operate efficiently and intuitively. As a patron approaches the terminal complex, he or she will be faced with several choices of parking products. There will be up close surface lots, garage parking and remote economy lots. We must devise a system that will give the patron a sense of assurance that they know where they are and where they are going, and give them a clear path to that destination. Wayfinding must be intuitive. It is not signs applied after the fact, it is designed into the facility with open space, visual targets for destinations, light, orientation of parking bays, and every element of the conceptual design. Our team has the architectural and functional expertise to provide a structure than not only functions well, but does so naturally and clearly.

We will explore options that solve ALL of these issues and maximize the use of the new garage as well as other parking areas.

- **Integration of this project with the roadways.** With respect to the airport circulation in general some of the key areas to review will be the access design and wayfinding from Airport Way, queuing at the entry points to the garage, the configuration and vehicle queuing area for the exit plaza, and the ability of the current exit configuration to access Vista Avenue to accommodate the projected growth in traffic at peak periods. While not directly associated with the garage, the cell phone waiting area as well as the taxi/uber waiting areas are also elements they might want to review.

- **Pedestrian Connections.** We will explore options for making convenient and accessible pedestrian connections back to the Terminal Building.

We will provide you with several viable design options that will achieve your desired stall count.

In summary, our team is most suited to tackle this project for you. We are passionate about parking, we are experienced in delivering these kinds of projects, and we will have fun working with you.

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Bozeman Yellowstone International Airport—Bozeman Airport CONRAC Parking Structure

This 427,357-SF parking garage (pictured while still under construction) has over 1,100 space on four levels. It features a double thread helix express ramp functional solution; and post-tensioned concrete structural system with steel roof structure on spread footing foundations. Walker provided functional design, parking consulting, signage design, drainage design, lighting design, and structural engineering services.
### Relevant Team Experience

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<tr>
<th>BOI Employee Parking Garage</th>
<th>CSHQA</th>
<th>Walker</th>
<th>T-O Engineers</th>
<th>Terracon</th>
<th>PCI</th>
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## Walker Project Relevancy Matrix

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<th>Project Name</th>
<th>Completion</th>
<th>Within The Last 5 Years</th>
<th>Toll Plaza</th>
<th>Helix</th>
<th>Covered Walkway</th>
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<td>Louis Armstrong New Orleans Airport</td>
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UC = under construction
5. Qualifications & Experience of Key Staff

Martin Hahle AIA
Principal-in-Charge

- Licensed ID Architect
- CSHQA Principal Architect & President
- 26 years of experience
- 22 years of experience at Boise Airport
- Multiple BOI projects including new Employee Parking Garage and Passenger Terminal
- He will lead the design team, overseeing the entire project. He will provide broad-based design direction and conduct final reviews and approvals of design submittals. He will ensure the proper resources are available for the project.

David Blenker
Project Manager/Architect

- Licensed ID Architect
- 38 years of experience
- Multiple BOI projects including new Employee Parking Garage and Passenger Terminal
- He will manage the project on a day-to-day basis and be the client point of contact. He will coordinate the architectural and engineering design teams; verify schedules; and ensure that submittal requirements are met efficiently, comprehensively, and in a timely manner. He will coordinate and verify construction drawings, design narratives, and the project manual including specifications.

Bob Stanley PE, LEED AP
Parking Garage Planning/Design

- Licensed Professional Engineer in ID
- Walker Managing Principal/Vice President
- 26 years of parking design and consulting experience including experience at nine major airports
- BOI projects including new Employee Parking Garage
- He will develop the design concept based on the client’s requirements. He will direct the initial program verification, schematic design, design development, and integration with final construction documents.

Jared Brandau PE, SE
Structural Engineer

- Licensed Professional Engineer in ID
- 9 years of experience including the BOI Employee Parking Structure
- Experience includes functional and structural design of new post-tensioned and pre-cast concrete parking structures.
- As Engineer-of-Record he will be responsible for the structural analysis of the architectural design and integration of its structural components. He will develop a structural system that ensures the integrity of the facility.

Kirk Taylor PE
Structural Design QA/QC

- Walker Director of Design
- 18 years of experience including experience at four major airports, most recently the Bozeman CONRAC
- BOI projects including new Employee Parking Garage
- He will be responsible for QA/QC reviews of the functional design and exterior design

Ryan Olsen PE
Geotechnical Engineer

- Terracon Geotechnical Department Manager
- 19 years of experience
- Numerous BOI projects, including the new Employee Parking Garage
- He will be responsible for geotechnical engineering services, including site investigation, foundation evaluation, and pavement design
5. Qualifications & Experience of Key Staff

Dave Mitchell PE
Civil Principal

- Licensed Professional Engineer in ID
- Head of T-O Aviation Group and Vice President
- 25 years of experience
- 20 years of aviation experience
- Multiple BOI projects since 2010 including new Employee Parking Garage
- He will provide direction to the civil team and work with the airport to develop plans and project implementation strategies.

Brendon Daniels PE
Civil Project Manager

- Licensed Professional Engineer in ID
- 8 years of experience
- Boise Airport projects include: ITD Hangar, Economy Lot Expansion, and Employee Parking Garage
- Strong resume of successful design projects with extensive analysis of vehicle movements and large site layouts
- Knowledgeable and experienced in working with Boise City staff on design review and project permitting
- He will be responsible for working with project stakeholders to develop a site design that is functional, lasting and low maintenance.

John Ringert PE
Traffic Engineering

- Licensed Professional Engineer in ID
- Kittelson Sr. Principal Engineer
- 30 years of experience
- Extensive local experience on transportation projects with ACHD, ITD, VRT, and the City of Boise
- He will be responsible for reviewing the design for the interface of the new garage with the surrounding roadway system and evaluating circulation improvements and alternatives.
5. Qualifications & Experience of Key Staff

Martin A. Hahle AIA
President & Principal Architect • CSHQA

Martin believes great design is essential in meeting a client’s needs, but listening and understanding a client’s vision plays an even more important role—a core value he promotes as President of CSHQA. As he leads CSHQA into the next century he encourages professionalism, effective communication, and creative design solutions to meet clients’ goals and expectations. With 26 years as a design professional and architect, he has extensive experience in airport terminal building design and programming. As a Principal and the leader of CSHQA’s aviation design group, Martin stays involved in his team’s projects from initial marketing to completion.

Related Experience

Boise Airport, Boise, ID
Employee Parking Garage
East Long-term Surface Lot and Employee Lot
ARFF Building Remodel/Expansion
New Passenger Terminal Building
Elevated Roadway Project
Food and Retail Concessions Remodel
Admin Office Entry Lobby Remodel
Checked Baggage Resolution Area (CBRA) – Uninterruptable Power Supply (UPS)
Rental Car Ready/Return Lot and Canopies
West Ground Load Walkway
In-Flight Kitchen Building Reroof
Aircraft Lighting Electrical Building (ALEB) Electrical Power Upgrades
Baggage Conveyor EDS Mezzanine
Concourse C Passenger Boarding Bridge C-11
Concourse B Passenger Boarding Bridge 10, 11, 14, 21, and 2
Concourse B Reroof
Rental Car Company Relocation
Rental Car Parking Lot Expansion
Concourse “B” Extension
Customs and Border Protection Facility
Snow Removal Equipment Building
Ground Load Walkway Expansion
Economy Shuttle Parking Lot

Magic Valley Regional Airport Terminal Expansion/Remodel, Twin Falls, ID
Remodel of existing ticket lobby and passenger screening area, airline ticket offices, and relocation of the airline operators and TSA
8,250-SF expansion includes new passenger hold room and public rest rooms. New airport operation areas include a baggage screening room, bag makeup room, and airport storage

Fresno Yosemite International Airport, Fresno, CA
Terminal Renovation and Expansion Program including EMS upgrade, hydronic loop & TSA In-line EDS conveyor system
Rental Car Counter and Parking Lot reconfiguration
Gate 6/8 Passenger Boarding Bridge
Master Plan Update
Public-Family Restroom Renovation
Rental Car Power Panel Infrastructure Upgrades
5. Qualifications & Experience of Key Staff

David Blenker NCARB

Project Architect • CSHQA

David knows the importance of teamwork in the design and construction of projects. Responsible for project management, design and coordination, technical support and detailing, construction administration, code review, bidding and cost estimating, he has been involved in all phases of a variety of projects. His projects range in size and scope for new, remodels and tenant improvements for office buildings, health care and educational buildings. He is an effective, experienced and a well-liked leader.

Related Experience

Boise Airport, Boise, ID
- Employee Parking Garage
- Administration Office Entry Lobby Remodel
- Food and Retail Concessions Remodel
- Rental Car Company Relocation
- C Gates Preconditioned Air Units
- New Passenger Terminal Building
- Elevated Roadway Project
- In-Flight Kitchen Building Re-Roof
- TSA Checkpoint Improvements
- Arff Building—Fedex Ti
- Arff Expansion & Remodel
  - Principal-in-charge for code compliance and remodel in existing facility, and expansion that adds gender-specific crew quarters and facilities, apparatus bay and support spaces.
- Checked Baggage Resolution Area (CBRA) HVAC Upgrades
- Magic Valley Regional Airport Terminal Expansion/Remodel, Twin Falls, ID
  - Remodel of existing ticket lobby and passenger screening area, airline ticket offices, and relocation of the airline operators and TSA
  - 8,250-SF expansion includes new passenger hold room and public rest rooms. New airport operation areas include a baggage screening room, bag makeup room, and airport storage
- SkyWest Hangar, Oklahoma City, OK
  - 100,000-SF pre-engineered metal building
  - Group I aircraft maintenance hangar with 33,000 sf of office, shop, storage, locker room, breakroom, training room and MEP support space.
- Fresno-Yosemite International Airport, Fresno, CA
  - Rental car counter reconfiguration
  - Gate 6/8 Passenger Boarding Bridge
5. Qualifications & Experience of Key Staff

Robert Stanley PE, NSPE, LEED AP BD+C  Parking Garage Planning/Design • Walker

Robert “Bob” Stanley is Managing Principal/Vice President for the Denver office of Walker Consultants and has 26 years of parking design and consulting experience in a wide variety of vertical markets including healthcare, education, airports, commercial, retail and entertainment. Bob has experience in all aspects of Walker services including new design, restoration, parking management, conduct and quality of projects by ensuring good communication with the client and other team members. Bob is an active member of the National Parking Association Parking Consultants Council and is a Certified Parksmart Advisor and an expert in sustainable parking practices. Bob contributes to the profession having held numerous leadership positions in several professional and technical societies over the last 26 years.

Experience
26 years

Education
Master of Science, Civil Engineering, University of Illinois Champaign/Urbana
Bachelor of Science, University of Illinois Champaign/Urbana

Registrations
Licensed Professional Engineer:
ID (P-18441), AZ, CO, IL, LA, MI, MO, MT, NM, NV, WY
LEED Accredited Professional
Certified Parksmart Advisor

Professional Affiliations
National Parking Association–Parking Consultants Council
International Parking Institute
Southwest Parking and Transportation Association
Professional Engineers of Colorado
Precast Concrete Institute Mountain States Region
Illinois Society of Professional Engineers–Past State President
American Concrete Institute
National Society of Professional Engineers

Related Experience
Boise Employee Parking Garage, Boise, ID
Principal-in-Charge
Structural and functional design of 715 space, 5-level post-tensioned, cast-in-place parking structure, In Progress

McCarran Airport Terminal 3, Las Vegas, NV
Project Manager
Prime design for 6,000 space Cast-in-place, post-tensioned concrete parking structure with double thread helical express ramp, toll plaza, parking office building

DIA Mod 4 East Parking Structure, Denver, CO
Project Manager
1,700-space airport parking garage
Prime design, cast-in-place construction
Design/Build delivery

New Orleans Airport ConRAC, New Orleans, LA
Project Manager
Functional Design/Parking Consulting and structural engineering of 1,600 space cast-in-place post-tensioned concrete parking structure with rental car operation, utilizing BIM/REVIT for design documents

Salt Lake City Airport Parking Garage, Salt Lake City, UT
Managing Principal
Parking consulting and landslide planning for new 4,640 space 5-level public parking and rental car facility to serve the new terminal.

Denver International Airport Module 4 West Parking Structure, Denver, CO
Director of Operations
1,650 spaces on 5-level parking structure, Parking prime, functional design/consulting, and structural engineering, precast prestressed concrete structural system and 48 foot high, soil-nail retaining wall
Kirk Taylor PE

Kirk is a Director of Design and Registered Professional Engineer in the Denver office of Walker Consultants. With over 18 years of civil/structural engineering experience, Kirk has been involved in various phases of many projects including structural design, functional design, schematic design, design development, construction documents and construction administration for new design projects. He also has experience with design of new roadway corridors and rehabilitation of existing roadway corridors.

As Director of Design, Kirk is well versed in the design process and thrives through collaboration and successful project completion. He is experienced in guiding construction projects from pre-bid to project closeout and excels at client service and client interaction. Other important responsibilities include coordinating staffing requirements, and conducting quarterly project quality reviews.

Related Experience

Bozeman Airport CONRAC Parking Structure, Bozeman, MT
Project Manager
1,100 space rental car facility, advanced planning, functional design/parking consulting and structural engineering for a 1000 space parking structure to accommodate rental car ready/return operations

Denver International Airport Module 4 West Parking Structure, Denver, CO
Project Manager
1,650 spaces on 5-level parking structure, Parking prime, functional design/consulting, and structural engineering, precast prestressed concrete structural system and 48 foot high, soil-nail retaining wall

Denver International Airport Module 4 East Parking Structure, Denver, CO
Project Manager
1,800 spaces on 5-level parking structure, Prime design, functional design/consulting, and structural engineering, cast-in-place post-tensioned structural system, design/build delivery

John Wayne Airport Parking Structure, Orange County, CA
Assistant Project Manager
Parking prime, 2, 240 spaces on 5-levels, cast-in-place post-tensioned concrete structural system, one of the first parking structures built in California utilizing a buckling restrained brace (BRB) structural system

McCarran International Airport Terminal 3 Parking Structure, Las Vegas, NV
Assistant Project Manager
Parking prime, 5,954 parking spaces on 8-levels, cast-in-place post-tensioned concrete structural system with helical express ramp, toll plaza, and parking office building

Tucson International Airport Parking Structure, Tucson, AZ
Assistant Project Manager
2,121 spaces on 3-levels, parking consulting, landside planning, PARCS, programming parking
5. Qualifications & Experience of Key Staff

Jared Brandau PE, SE

Jared has well-rounded structural design experience. He has been a project manager or engineer on a wide variety of structural systems and building user types. Jared’s parking experience includes functional and structural design of new post-tensioned and pre-cast concrete parking structures. Before Walker, Jared spent several years designing a multitude of different type of structures from multi-story to one story commercial, residential, and medical facilities. His design experience includes hot rolled and cold formed steel; post-tensioned, pre-cast, and traditional concrete; reinforced masonry, and wood structures.

Related Experience

Boise Employee Parking Garage, Boise, ID
Project Manager
Structural and functional design of 715 space, 5-level post-tensioned, cast-in-place parking structure, In Progress

University of New Mexico Hospital Patient/Visitor Parking Garage, Albuquerque, NM
Project Manager
Structural and functional design of 2,000 space parking structure. The structure is a post-tensioned, cast-in-place concrete system with 3 below grade levels and 6 above grade. Also included is functional review of below grade parking beneath a nearby hospital, In Progress

Los Alamos National Laboratory Parking Structure, Los Alamos, NM
Project Manager
Structural and functional design of 400 space, pre-cast concrete parking structure, In Progress

Experience
8 years

Education
Graduate Certificate, Structural Engineering, University of Science and Technology
Bachelor of Science, Civil Engineering, University of Illinois Champaign/Urbana

Registrations
Structural Engineer: AZ, NV, IL
Licensed Professional Engineer: ID (P-18630), AZ, IA, CO, IL
Dave Mitchell PE

Civil Principal • T-O Engineers

As head of the Aviation Group and Vice President of T-O Engineers, Dave will serve as the Principal in Charge and will ultimately be responsible for all aspects of our service to the Boise Airport. He will provide direction to our team and work with the airport to develop plans and project implementation strategies.

Dave began his career as a Civil Engineering Officer in the US Air Force, working primarily on airfield projects. After serving for four years, he joined T-O Engineers and has worked for more than 20 years exclusively in civil aviation on airport projects of all sizes. This includes projects at Boise Airport, where he has served as Project Manager for T-O's service to the Boise Airport since 2010. His experience ranges from runway rehabilitation and extensions to security improvements and architectural projects. He also has experience with complex planning issues and Safety Risk Management.

Experience
25 years

Education
BS, Civil Engineering, University of Southern California, 1994

Registration
Licensed Professional Engineer: ID (P-9420)

Professional Affiliations
American Association of Airport Executives (AAAE)
Northwest Chapter of American Association of Airport Executives (NWAAAE)
Idaho Airport Management Association (IAMA)

Related Experience
Boise Airport, Boise, ID

Employee Parking Garage
ITD Aeronautics Hangar
Economy Parking Lot Expansion
Voluntary Airport Low Emissions
GA Apron Rehabilitation
Taxiway B Extension/Taxiway S
Runway 10R/28L Rehabilitation
Runway 10L/28R RSA Improvements
North Cargo VALE Project
ARFF Training Site Survey
VSR Relocation
Rehabilitate Taxilanes A-5, A-6 & A-7
South Roadway Projects
Snow Removal Equipment Acquisition

Additional Project Experience
Friedman Memorial Airport, Hailey, ID
Idaho Falls Regional Airport, Idaho Falls, ID
Spokane International Airport, Spokane, WA
Pocatello Regional Airport, Pocatello, ID
Pullman-Moscow Regional Airport, Pullman, WA
Lewiston-Nez Perce County Regional Airport, Lewiston, ID
5. Qualifications & Experience of Key Staff

Brendon Daniels PE

Brendon is a project manager with over eight years of experience in local agency coordination, design, and construction engineering and inspection. He will serve as your Project Manager. Brendon has been involved in a large variety of projects across the public and private sectors. He has a solid foundation as a design engineer; utilizing his knowledge and innovation from the private sector to help municipalities meet both their short term design needs and long term planning for facilities.

Brendon has several repeat clients who appreciate his responsiveness and attention to detail. Brendon has a strong resume of successful design projects with extensive analysis of vehicle movements and large site layouts. Many of Brendon's projects include large design teams with Architectural, structural and MEP teams where T-O works as both a prime and subconsultant. He is well versed in the coordination required to make these multi-firm projects efficient and successful.

Brendon is knowledgeable and experienced in the unique needs of the Boise Airport. Brendon works with project stakeholders to develop a site design that is functional, lasting and low maintenance for his clients.

Experience
8 years

Education
BS, Civil Engineering, Gonzaga, University 2011

Registration
Licensed Professional Engineer: ID (P-17135), NV

Related Experience

Boise Airport, Boise, ID
Employee Parking Garage
ITD Aeronautics Hangar
Economy Parking Lot Expansion

Additional Project Experience
The Cartee (Mixed-Use Development with parking garage)–Boise, ID
The Fowler (Mixed-Use Development with parking garage)–Boise, ID
The Watercooler (Mixed-Use Development)–Boise, ID
2nd & 3rd Street Downtown Rebuild, Nampa, ID
6th St. Waterline & Roadway Replacement, Nampa, ID
Cherry Lane Rail Spur (Industrial Development), Nampa, ID
Idaho Military Division, FOD Reduction/Sling Load Site Design, Gowen Field - Boise, ID
Idaho Military Division, Orchard Training Center Master Plan, Ada County, ID
Idaho Military Division–900 Block Barracks Remodel, Gowen Field, Boise, ID
Idaho Military Division–OCTC Well and Shower Facility, Ada County, ID
Idaho Military Division–MILES Canopies, Ada County, ID
Idaho Military Division–Gowen Field Canopy, Boise, ID
Idaho Military Division–Water Storage Tank Commissioning, Ada County, ID
Idaho Military Division–B1530 Waterline Replacement, Boise, ID
Idaho Military Division–IANG Medical Training Facility, Boise, ID
Caldwell Commons (Commercial Subdivision), Caldwell, ID
Alta Mesa Projects (Grading & Storm Drainage Design), Payette, ID
Hope Plaza (Commercial/Multi-Family Development), Caldwell, ID
Edwards Pathway, Nampa, ID
Indian Creek Pathway, Nampa, ID
Indian Creek Culvert Lining (Construction Inspection), Nampa, ID
Obendorf Hops (Industrial Development), Wilder, ID
Mill 95 (Industrial/Commercial Development), Wilder, ID
Legacy Feed & Fuel (Commercial Site), Nampa, ID
Vineyard at Broadmore II (Assisted Living), Nampa, ID

Civil Project Manager • T-O Engineers
5. Qualifications & Experience of Key Staff

Steve Frisbie PLS
Survey Manager • T-O Engineers

Steve began his professional career in 1990 and has extensive experience in many areas of surveying. He serves as T-O’s Survey Manager and manages surveying activities including airport control surveys, runway existing conditions surveys, taxiway, apron and runway design surveys, construction layout surveys, topographic surveys, aerial mapping control surveys, as well as performing calculations, data analysis, and ensuring quality control. Recently, Steve managed office staff and several field crews for a very comprehensive survey of both runways and several taxiways at the Boise Airport.

Steve has worked on surveying projects at Boise Airport for many years, including both topographical and property surveys. His knowledge of the airport’s control network allows him to efficiently and accurately survey on your airport.

**Related Experience**

**Boise Airport, Boise, ID**
- Employee Parking Garage
- ITD Aeronautics Hangar
- Economy Parking Lot Expansion
- Voluntary Airport Low Emissions
- GA Apron Rehabilitation
- Taxiway B Extension/Taxiway S
- Runway 10R/28L Rehabilitation
- Runway 10L/28R RSA Improvements
- North Cargo VALE Project
- ARFF Training Site Surveys
- VSR Relocation
- Rehabilitate Taxi Lanes A-5, A-6 & A-7
- South Roadway Projects
- Snow Removal Equipment Acquisition
- Terminal Expansion Design Survey
- TW Hotel Design Survey
- Main Concourse Aircraft Parking Survey and Base Drawing
- Mineral Lease Boundary Survey – Record of Survey
- Raymond/Fry Street Boundary Survey – Record of Survey
- Minor Land Division Survey (Gravel Source) – Record of Survey
- Four Parcel Consolidation Boundary Survey (Gowen Road) – Record of Survey

**Additional Project Experience**
- I-84 Meridian Road Interchange
- Mountain Home Air Force Base
- SH-16 Bridge, US 20/26
- I-84 Ten Mile Interchange
- I-84 Franklin Interchange to Nampa

**Experience**
30 years

**Education**
- BS, Geomatics, Oregon Institute of Technology, 1993

**Registration**
- Licensed Professional Surveyor:
  - ID (L-8961), WA, OR
5. Qualifications & Experience of Key Staff

Jaime Snyder LA
Landscape Architect • T-O Engineers

Jaime has worked as a landscape architect for over 10 years. Her current role as a Landscape Architect includes land planning and landscape design for municipalities, commercial clients, subdivisions, and multifamily residential sites. She has experience creating landscape plan sets for design review, preliminary and final plat, and construction, as well as, rendered display exhibits for commercial parcels, subdivision and resort marketing, and community meetings.

Jaime has already used this experience to prepare landscape plan sets for the Boise Airport on their recent Employee Parking Garage and Economy Parking Lot projects. She has also completed landscape design for the Spokane International Airport, providing concepts and studies for the Outbound Underpass and Valet Parking, as well as construction plans for the Surface Parking Lot Expansion. Jaime will use this background to provide successful landscape projects at the Boise Airport.

Related Experience

**Boise Airport, Boise, ID**
Employee Parking Garage
Economy Parking Lot

**Spokane International Airport, Spokane, WA**
Surface Parking Lot Expansion
Airport Drive Tunnel/Spotted Road TIGER Grant App
Valet Parking Study
Irving Reed Event Center Parking Lot
West Surface Parking Lot Expansion
5. Qualifications & Experience of Key Staff

Ryan J. Olsen PE

Ryan is the Geotechnical Department Manager in Terracon’s Boise, Idaho, office. He has 19 years of experience, which includes geotechnical site investigations, shallow and deep foundations, pavement design, evaluation of liquefaction and other seismic hazards, slope stability and seepage analyses. He has performed and assisted with geotechnical evaluations for a wide variety of public and private projects, including airport improvements, municipal projects, industrial facilities, commercial developments, parking garages, roadways, bridges, dams, and levees.

Related Experience

Parking Garages
- Boise Airport Employee Parking Garage (5-Stories), Boise, ID
- Parking Garage (5-Stories) with Multi-Family Housing (7-Stories), Boise, ID
- Coy Parking Garage (6-Stories), Stockton, CA*
- Arena Parking Garage (7-Stories), Stockton, CA*
- Memorial Hospital Parking Garage (4-Stories), Modesto, CA*

Airports
- Boise Airport, Boise, ID
  - ITD Aeronautical Hangar Facility
  - Boise Air Cargo Facility
  - ATCT Mobile Asset Staging Facility
  - ARFF Station No. 19 Expansion
  - Rental Car Shade Canopies
  - Customs and Border Patrol Building
  - Runway 10R Approach Lighting Bridge
  - Taxiway K Relocation
  - Rehabilitation of Taxiways W and A
  - Taxiway A5, A7 and Connecting Taxilane
  - Taxiway A/D Intersection Reconstruction

- Mountain Home Municipal Airport Runway and Taxiway Rehabilitation, Mountain Home, ID
- Magic Valley Regional Airport Terminal Expansion, Twin Falls, ID

Industrial, Commercial, Educational, and Health Care
- Two Emergency Health Care Facilities, Boise and Nampa, ID
- Grain Storage Facility, Burley, ID
- Multiple WinCo Foods, Albertsons, and Walmart Buildings, ID
- The Amalgamated Sugar Company (TASCO) Storage Pond, Paul, ID
- TASCO Plant Building Renovation, Twin Falls, ID
- TASCO Industrial Pump House, Twin Falls, ID
- Auditorium Building at Brigham Young University-Idaho, Rexburg, ID*

Bridges
- Lake Hazel Road Bridge over the New York Canal, Boise, ID
- Silverstone Way Bridge over Five Mile Creek, Meridian, ID
- Cole Road Bridge over Five Mile Creek, Boise, ID
- Maple Grove Road Bridge over Five Mile Creek, Boise, ID
- Eagle Road Bridge over Dry Creek, Eagle, ID
- Pine Creek Road Bridge, Pinehurst, ID
- SH-55 North Fork Payette River Bridge, Cascade, ID
- Pine Road Bridge, Pine, ID

*Project experience prior to joining Terracon
5. Qualifications & Experience of Key Staff

Amy Dockter PE

As the Engineering Principal with CSHQA, in addition to providing quality electrical engineering design, Amy manages a multi-discipline engineering department, develops long-term business relationships and coordinates her engineering team’s workload. She enjoys working with a variety of clients and project types because it gives her an opportunity to use new technology, lighting trends, and energy techniques in spaces that will be used every day. The highlight of her career so far, has been the opportunity to work on the Idaho State Capitol. The project posed a unique engineering challenge because her team had to balance the historic nature of the building with the demands of 21st century technology in lighting, heating and cooling, security and communications technology.

Related Experience

Boise Airport, Boise, ID
- Employee Parking Garage
- Rental Car Return & Canopies
- Rental Car Parking Lot Expansion
- Shuttle Parking Lot
- Gateway Landscape Project
- Snow Broom Building & Fuel Island
- ARFF Building Remodel/Expansion
- Customs and Border Protection Facility
- Concourse B Arc Flash Study
- Concourse C Passenger Boarding Bridge C-11
- Concourse “B” Extension
- Snow Removal Equipment Building
- Airfield Lighting Equipment Building (ALEB)
- Passenger Loading Bridges
- Varsity Sports Bar & Grille
- River City Coffee
- Enhanced CCTV Project
- Jet Bridges
- TSA EDS Test Project,

Idaho Transportation Department, Boise, ID
- Aeronautics hangar and office site

Fresno Yosemite International Airport, Fresno, CA
- Terminal and Concourse Expansion Program.
- Master Plan Update
- Gate 6/8 Passenger Boarding Bridge
- Rental Car Power Panel Infrastructure Upgrades

Magic Valley Regional Airport Terminal Expansion/Remodel, Twin Falls, ID
- Remodel of existing ticket lobby and passenger screening area, airline ticket offices, and relocation of the airline operators and TSA
- 8,250-SF expansion includes new passenger hold room and public rest rooms. New airport operation areas include a baggage screening room, bag makeup room, and airport storage

Rogue Valley International-Medford Airport, Medford, OR
- New passenger terminal building
- Aircraft apron
- Passenger roadway and park valet
- Mercy Flights Electrical
Russell C. Pratt PE, LEED AP

Russ Pratt worked as an HVAC mechanic for several years before pursuing a career in engineering, and that practical experience has paid off for more than 20 years. He’s always seeking new projects he can really sink his teeth into (his motto: if you aren’t a little afraid, you aren’t going fast enough). Those out-of-the-comfort-zone projects have included the Saint Alphonsus Emergency Department, a project of tremendous importance to the Treasure Valley community. Russ created HVAC systems that would perform safely even under the most demanding conditions.

Related Experience

Boise Airport Employee Parking Garage, Boise ID
Five-story parking garage for airport employees with approximately 850 stalls, restrooms and a covered walkway connecting the garage to the terminal. Currently out to bid.

Boise Airport ARFF Expansion & Remodel, Boise ID
Remodel and expansion of existing facility provided efficient layout, open living space, modern kitchen, and male and female dorms. Special consideration given to sound attenuation and occupants’ necessary critical response time. Included two new apparatus bays.

Boise Airport Checked Baggage Resolution Area (CBRA) Room Remodel, Boise, ID
Included associated roof-top mechanical equipment and duct work. Replaced existing HVAC roof-top unit with new high-efficiency unit. Provided required mechanical heat-load calculations; revised duct work; and added diffusers and return air grills as required for new lay-in ceiling. Code analysis and confirmed compliance

Boise Airport Concession Core and Shell TI, Boise, ID
Site survey and preparation of measured floor plans and ceiling plans for all existing concessions spaces including food and beverage, and gift and news lease spaces.

Boise Airport Additional Projects, Boise, ID
- Alaska Airlines TI
- ITD Aeronautics Hangar and Office Site
- In-Flight Kitchen Building Reroof

Fresno Yosemite International Airport, Gate 6/8 Passenger Boarding Bridge, Fresno, CA
Feasibility study of adding a new passenger boarding bridge at Gates 6/8
Gates 6/8 remodel and upgrade including new technology infrastructure, reconfigured seating with reconfigured HVAC as required

Magic Valley Regional Airport Terminal Expansion/Remodel, Twin Falls, ID
Remodel of existing ticket lobby and passenger screening area, airline ticket offices, and relocation of the airline operators and TSA
8,248-sf expansion includes new passenger hold room and new public rest rooms. New airport operation areas include a new baggage screening room, new bag makeup room, and airport storage.

McCall Airport Snow Removal Equipment Building, McCall, ID
4,300-SF pre-engineered metal building for four snow removal machines includes support space (office, rest room, etc.)

San Carlos Airport Aircraft Storage Hangars, San Carlos, CA
Provided architectural and engineering design services for two metal buildings used as aircraft storage hangars. Building 1 is a six-bay hangar of 7,366 SF, and Building 2 is an eight-bay hangar of 9,682 SF. The project also included associated site work.
5. Qualifications & Experience of Key Staff

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**Jay Romlein RCDD/OSP**

**Telecommunications Systems Designer • CSHQA**

As a Senior Engineering Designer, Jay brings to life designs that make practical and efficient use of space, materials, and capital while supporting technology. He keeps abreast of current tech trends and developing standards to create infrastructures that last. A Registered Communication Distribution Designer, Jay’s expertise includes design of network architecture. His reach is broad: from cable types to routing equipment to best practices for all types of uses and environments; security systems, retail point of sale, intelligent buildings, audio visual, data centers, traffic control and broadcast.

His favorite project involved 21st century technology in a 19th century building: The Idaho State Capitol renovation. Jay also worked on the Idaho State Police building in Pocatello, which included three internet service providers and extensive coordination and relocation efforts.

Jay is responsible for communication engineering design and administration. He has over 40 years of experience in planning, engineering and implementing outside plant and building distribution systems for communication networks. Through his exposure to a variety of clients and project types, Jay has developed an open-minded approach to design challenges focused on providing quality-oriented solutions with a long-term perspective.

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**Related Experience**

**Boise Airport Employee Parking Garage, Boise ID**
Five-story parking garage for airport employees with approximately 850 stalls, restrooms and a covered walkway connecting the garage to the terminal. Currently out to bid.

**Boise Airport Parking Access and Revenue Control System Replacement, Boise, ID**
This project updated the existing Parking Access and Revenue Control System (PARCS) at Boise Airport and added the new western-most parking garage to that system providing increased user convenience and simplified system administration. The project laid the foundation for the project to provide an additional parking garage for BOI employees, now under construction.

**Boise Airport Parking Access And Revenue Control System, Boise, ID**
Design/Build project provided equipment, software, and network connectivity to create system that collects revenue, controls access and displays available parking for employees, long-term, short-term and commercial parking areas

**Boise Airport ARFF Expansion & Remodel, Boise ID**
Remodel and expansion of existing facility provided efficient layout, open living space, modern kitchen, and male and female dorms. Special consideration given to sound attenuation and occupants’ necessary critical response time. Included two new apparatus bays.

**Boise Airport, Boise, ID**
Security systems documentation
Enhanced CCTV project
Information technology system
Gate relocation and communications backbone
Checked Baggage Resolution Area (CBRA) room remodel
TSA tenant improvements
Concourse B security fiber
Customs and Border Protection Facility
Concessions
5. Qualifications & Experience of Key Staff

John F. Ringert PE

Traffic Engineering • Kittelson & Associates

John offers nearly 30 years of specialized experience in transportation planning, engineering, and design. His areas of particular expertise include corridor traffic operations, traffic signal design, transit operations, and multimodal sub-area planning. John has conducted a wide range of studies and concept design projects including multimodal evaluation, design standards, transit, and parking elements. John has also conducted over 150 transportation impact and intersection studies as well as designed over 100 traffic signals. He is well versed in working with public agencies, municipalities, institutions, and private developers, and business owners to develop feasible and effective multi-modal alternatives, implementation plans, and roadway and traffic design elements.

Related Experience
Planning and Concept Design
John has managed and participated in feasibility studies and concept design studies for projects throughout the northwest. These have ranged from planning studies with cost estimating to final design projects. Recent projects have included the 36th/Hill Road/Catalpa Road concept design, the Downtown Boise 5th and 6th Street Two-Way Conversion Concept Design, and concept design for the widening of Chinden Boulevard as part of a STAR agreement for the Linder Village Mixed Use Development. Past projects have included concept design for the widening of Eagle Road to seven lanes from I-84 through River Valley Street, concepts for modifications to streets in downtown Boise as part of the Downtown Boise Implementation Plan, Lusk Street Area Parking Study, Boise State University Traffic Circulation Plan, and evaluation of improvements for the Southwest Boise Transportation Plan and ACHD Northwest Foothills Transportation Plan Update.

Traffic Signal/Lighting Design
John has managed and participated in traffic signal design projects throughout his entire career. His experience encompasses all aspects of traffic design, including developing intersection design (lanes, curbs, and sidewalks); identifying pedestrian ADA and bicycle improvements; and designing roadway and intersection signing and pavement markings. John has prepared traffic signal design plans, including cost estimates and special provisions, for over 100 traffic signals in Oregon, Washington, Alaska, Idaho, Florida, and California. He had also prepared interconnect and lighting plans for arterial and highway projects. John’s notable project efforts include providing ATMS system design, signal design, interconnect, and lighting plans for the Eagle Road Infrastructure Project and Eagle Road STAR widening in Ada County, ID; designing signals for a new light rail extension in Portland, Oregon, and designing/implementing a bus priority systems using Opticomm detection for 140 signals in Portland, OR, and a corridor in Tampa Florida.

Roundabout Design
John has provided roundabout design services for more than a decade. He participated in the concept and final design for a unique six-leg roundabout in Boise, Idaho and has prepared concept designs for many roundabouts in Oregon, Washington, and Idaho. John also provided senior review for the signing, pavement markings, lighting, and rectangular rapid flash beacon installations for the 36th Street/Hill Road/ Catalpa Drive intersection in Boise, ID. John has also assisted in the development of the horizontal design, vertical design, and final signing and striping plans for roundabouts in private developments and resort communities.

Experience
30 years

Education
MSCE Traffic/Transportation Engineering, Texas A&M University
BS Civil Engineering, University of Idaho

Registration
Licensed Professional Engineer in CA, ID (#7656), OR, WA, AK

Professional Affiliations
Institute of Transportation Engineers

Publications


5. Qualifications & Experience of Key Staff

Greg Jones PE

Greg Jones PE brings 23 years of fire-protection engineering experience on projects with diverse scopes ranging from special agent suppression systems to basic fire sprinkler systems and fire alarm/mass notification systems for both new construction and renovation efforts. He adeptly researches building/fire codes to determine requirements for fire-protection systems, prepares fire-protection design analysis, performs design modifications to existing fire-protection water supply and fire sprinkler systems, prepares drawings and specifications for fire sprinkler systems, surveys existing fire-protection systems, and performs plan review of contractors shop drawing submittals. His strengths include effective communication skills, sound engineering judgement and the ability to consistently achieve desired results.

Related Experience

MTC South Campus, Provo UT
Fire pump, fire sprinkler and standpipe design for multiple high rise project (3 towers with approximately 550,000 sq ft total) connected by underground parking.

Saint Alphonsus Emergency Department Renovation & Addition, Boise, ID
Survey existing building and provide drawings and specifications for modifications/upgrades to meet current code requirements and accommodate proposed tenant improvement.

Boise Veteran's Administration Medical Center, Boise, ID
Community Living Center
Imaging Building
Building 67 Expansion & Remodel, Step-down Unit

Veterans Nursing Home Fire Alarm System Upgrade—Salt Lake City, UT
Survey existing building and provide drawings and specifications for modifications/upgrades to existing fire alarm and mass notification systems as required to meet current code requirements.

DDHU Fire Protection Repairs and Upgrades Buildings 1160, 850 and 915 – Hill Air Force Base, UT
Oversee design of fire pump, fire sprinkler and fire alarm and mass notification systems for existing high piled storage occupancies. Prepare design narratives, drawings, specifications and calculations. Meet with Government Representatives to review design and responded to review comments.

Building 270 – Hill Air Force Base, UT
Design fire pump, fire sprinkler, high expansion foam, fire alarm and mass notification systems for retrofit installation of paint booths into existing aircraft repair facility. Prepare design narratives, drawings, specifications and calculations. Meet with Government Representatives to review design and responded to review comments. Observe installation of systems and witnessed acceptance testing.

Building 5 Bay A – Hill Air Force Base, UT
Survey existing fire sprinkler and fire alarm/mass notification systems to determine extent and condition. Design modifications to existing systems to accommodate proposed remodel. Prepare design narratives, drawings, specifications and calculations. Meet with Government Representatives to review design and respond to review comments

Utah Department of Transportation Materials Testing Facility – Taylorsville, UT
Survey existing buildings to determine condition and extent of existing alarm systems. Design upgrades to existing fire alarm systems to bring systems up to compliance with current codes/standards. Prepare design drawings and specifications for fire alarm systems upgrades. Perform construction administration services including review of contractor’s submittals and performance of acceptance testing.
5. Qualifications & Experience of Key Staff

Nicholas F. Anzer
Cost Estimating Specialist • Parametrix, Inc.

Nicholas has over 18 years of experience in the field of Construction Cost Consulting. He was employed in 2000 as an Estimator / Quantity Surveyor and has served as President since 2017. As one of the leaders of the firm, he is responsible for overall coordination and quality control for each project. He oversees the quantity take-offs & computer systems used for Construction Estimating. Mr. Anzer produces & reviews all quantities and costs (generated from our database consisting of all past projects), as well as the scheduling constraints on all projects. He has experience on a wide range Municipal, Commercial, and Civil Facilities. With the experience of over 1,200 projects to date, the total construction value of the projects he’s been involved with amounts to $1.2 Billion.

Related Experience
Boise Airport Parking Garage Expansion, Boise, Idaho
Wasatch Parking Garage, Logan, Utah
Downtown Courts Complex, Tucson, Arizona
Parking Garage Portion
Potential Sub-Surface Parking, Salt Lake City, Utah
US Courthouse, Salt Lake City, Utah
Parking Garage Portion
The CSHQA + Walker Consultants team recently completed the design of the new Boise Airport employee parking garage, currently out to bid.

6. Relevant Project Experience

Boise Airport

Employee Parking Garage

The new Boise Airport Employee Parking Garage will be five stories and approximately 228,752 sf. When complete it will include parking for about 700 vehicles, an enclosed elevator and stair lobby, and bike racks for airport employees.

The design of the building expresses the form and function of a parking structure with the addition of perforated panels to aid in screening vehicles and to provide visual interest to the expansive facades. The exterior finishes are consistent with and complementary to other surrounding airport facilities.

Multi-colored perforated corrugated vertical screening elements are placed along the face of the concrete structure in varied widths and spacings to create a sense of wave motion in water that relates to the “River” theme of the Boise Airport. The top and bottom edges of the panels are also spaced at varying heights to form a wave pattern. The roof fascia is inset from the vertical metal panels and is proposed to be finished in blue metal panels.

To soften the building lines, plants will be placed on the site perimeter, a raised planter bed will be included along the north face of the building, and the south entrance will include a colored paver plaza.

FEATURES

- Project is an ongoing example of the CSHQA, Walker Consultants, and T-O Engineers team
- Cast-in-place, post-tensioned structural system
- Designed in support of the airport’s major expansion to relocate employee parking
- The two-bay structure utilizes a sloped-deck ramping system with the ground level partially below grade. The façade consists of several perforated panel and a structural steel frame backing system.
- The structure complies with the Boise Green Construction Code
- Walker services include structural and parking garage planning
LOCATION
Boise, ID

COMPLETION DATE
construction starts first quarter 2020

COST ESTIMATE/BID
$15,420,313/ $15,262,000

SIZE
228,752 SF/704 spaces/five levels

REFERENCE
Matt Petaja, Deputy Director
Facilities & Engineering
208.383.3110
mpetaja@cityofboise.org
St. Luke’s Regional Medical Center is a main provider of healthcare in rapidly expanding Boise, Idaho. Because of the increased demand for health care, St. Luke’s has been undergoing a continual period of facilities improvement and development. During the nineties, Walker has designed and constructed two parking facilities on the hospital campus, providing over 1,200 new structured spaces. Originally intended for both staff and patients, the growth on campus has overtaken their capacity, resulting in more and more spaces allocated for patients only.

To alleviate this problem, St. Luke’s has added a third parking facility to the campus. Located on the south edge of the hospital, this six-level facility provides 1,131 new spaces, primarily for employee use. The precast concrete structure incorporates the “St. Luke’s” colors of brick, buff concrete, and tile into the architectural design. Three elevators utilizing state of the art machine room-less technology, and having glass-backed enclosures add to the architectural aura. A light well was included in the project to provide natural light on lower levels and to assist in wayfinding on the project.
St. Luke’s Health System

St. Luke’s Ortho Clinic Garage

St. Luke’s Regional Medical Center is a main provider of healthcare in the rapidly expanding City of Boise, Idaho. Because of the increased demand for healthcare, St. Luke’s has been undergoing a continual period of facilities improvement and development. The St. Luke’s Orthopedic Clinic is one of several new facilities constructed to meet this demand. Located a few miles west of the main campus, the five-level parking structure for this new facility provides 536 spaces for both visitors and employees. The cast-in-place, post-tensioned structure incorporates brick and stone to complement the adjacent clinic. Glass-backed stair and elevator towers allow passage of natural light and clear sight lines for a sense of security. The facility utilizes a single-thread helix ramping system and two-way traffic for smooth vehicular circulation.

LOCATION
Boise, ID

COMPLETION DATE
Under Construction

CONSTRUCTION COST
Under Construction

SIZE
172,170 SF

REFERENCE
Steve Sell, Architecture and Construction
208.381.7861
sells@slhs.org
St. Luke’s Heath System

St. Luke’s Northwest Parking Garage

St. Luke’s Regional Medical Center is a main provider of healthcare in the rapidly expanding City of Boise, Idaho. Because of the increased demand for healthcare, St. Luke’s has been undergoing a continual period of facilities improvement and development. The Northwest Parking Garage is intended to provide parking for current employee and visitor demand as well as future growth. Located on the main campus, this eight-level parking structure provides 1,124 spaces on six levels above grade plus two levels below grade. The cast-in-place, post-tensioned structure incorporates precast panels and brick to compliment the other buildings on campus. Glass-backed stair towers allow passage of natural light and clear site lines for a sense of security. The ceilings of the levels below ground are painted white for a brighter, less enclosed feeling. The facility utilizes a double-threaded helix ramping system and two-way traffic to maximize vehicular flow.
The challenge for St. Luke’s Regional Medical Center was to double the amount of visitor parking in front of the hospital without visually blocking the well-recognized main entrance. The solution provided by Walker Parking Consultants was a three level underground parking structure with the upper level at the same street elevation as the old surface parking lot.

An innovative system of landscaped earth berms and MSE retaining walls around the exterior allow natural light and ventilation into the lower levels, providing much friendlier space for parking patrons than conventional enclosed underground facilities. This concept also saved the cost of sprinklers and mechanical ventilation and avoided an expensive relocation of an underground fiber optic line.

The cast-in-place, post-tensioned concrete structural system provides a very durable structure in this northern climate. The combination of concrete and brick exterior panels with metal handrails provides quite a handsome look to the facility that can only be seen from the immediate surrounding sidewalks.
Bozeman Yellowstone International Airport

Bozeman Airport CONRAC Parking Structure

The Bozeman Yellowstone International Airport is anticipating a dramatic growth in enplanements, which will further increase the strain on the existing rental car operations and overall parking demand at the airport. They elected to provide a new four level mixed-use parking structure facility with a covered roof structure at the east end of the terminal. The parking structure, once completed, will accommodate rental car ready and return operations with additional segregated secured self-parking for long term/short term users.

Additionally, a terminal connector building from the parking garage to the terminal building will provide high speed and capacity elevators to quickly move passengers between the main level of the terminal next to the rental car counters and each of the garage levels above the main floor. Once completed, the parking garage will be the largest parking structure in the state of Montana with a capacity of over 1,100 vehicles. Rental car companies will occupy approximately 90% of the parking garage with the remaining 10% available for executive covered pay parking. Sletten Construction was selected as the contractor overseeing the $28.6-million-dollar project with delivery scheduled for the Spring of 2019.

Design and construction administration for the post-tensioned concrete structural system structure was executed in partnership with Walker Consultants, A&E Architects, and Morrison Maierle. Walker provided functional design, parking consulting, signage design, drainage design, lighting design, and structural engineering services for the project.
LaGuardia Airport

LaGuardia Airport East Parking Garage

LOCATION
Queens, NY

COMPLETION DATE
2017

CONSTRUCTION COST
$29 Million

SIZE
427,357 SF/ 1,120 spaces/six levels

AWARD
2017 Award of Merit from the International Parking Institute

REFERENCE
John Arrabito, PE, Port Authority of New York & New Jersey
718.533.4264 ext. 134264
jarrabit@panynj.gov

FEATURES
- Part of the LaGuardia Airport Redevelopment Program, one of two planned facilities providing parking for patrons departing from Terminals C and D.
- An aluminum fin facade integrates the structure architecturally into the modern airport aesthetic and illuminated by LED decorative lighting.
- A slender steel and glass elevator tower with glass-backed elevators provide panoramic views of the airport and increase passive security.
- Walker was the Engineer of Record and Prime Designer utilizing the Design-Build project delivery system.
Denver International Airport

Denver International Airport Mod 4 East

FEATURES

• 1,800 spaces on 5-level parking structure, serving the Jeppesen Terminal.
• Cast-in-place post-tensioned structural system.
• Precast concrete architectural spandrel façade similar in appearance to the existing parking structures.
• The structure is connected to Mod 3 East through a combined vehicle and pedestrian elevated bridge near the northwest corners of levels 4 and 5.
• The primary vehicle access point is achieved by a connection bridge from the existing elevated circulatory access road to the east side of level 2.
• Walker provided prime design, functional design/consulting, and structural engineering.

LOCATION
Denver, CO

COMPLETION DATE
2016

CONSTRUCTION COST
$38,813,129

SIZE
623,661 SF/ 1,800 spaces/five levels

AWARD
2016 Design-Build Institute of America Rocky Mountain Region Award of Excellence

REFERENCE
Herald Hensley, Parking Manager
303.342.2200
herald.hensley@flydenver.com
William P. Hobby Airport Parking Garage

LOCATION
Houston, TX

COMPLETION DATE
2016

CONSTRUCTION COST
$48 Million

SIZE
1,000,000 SF / 3,000 spaces / four levels

REFERENCE
Liliana Rambo, CAPP, Parking Director
Houston Airport System
281.233.3000
liliana.rambo@houstontx.gov

FEATURES
• Prime design of a nearly 3,000 space, 4-level parking garage
• At over one million square feet, garage is more than three times the size of the terminal; Walker designed the garage for the future, in anticipation of parking needs in 2030
• Replaced the original vehicular circulation system with a common circulation system that allows for direct access to each level of both the new and existing parking structures
• Parking guidance system that shows open spaces using single-stall overhead LED indicators; car count message centers, directing drivers at every major intersection as to how many spaces are available ahead
• 10 charging stations for electric vehicles
• A climate-controlled elevator lobby and a skybridge connection to the terminal, allowing drivers to no longer be exposed to the weather

PHOTOS COURTESY OF MICHAEL STRAVATO

Packet Pg. 330
Boise Airport

Elevated Roadway Project

CSHQA designed the two-story lighting scheme for the roadway and the parking lot lighting for increased safety.

In concert with the New Passenger Terminal Building in Boise, CSHQA provided design services for the two-level elevated roadway project. This FAA federally funded, $8.4M concrete structure provides separation of departure and arrival-related vehicular traffic while linking the existing parking garage and the new terminal building with pedestrian-oriented pathways.

Using cast-in-place and post-tensioned concrete construction methods, the 800’ long structure was built in multiple phases accommodating the need to shift traffic and pedestrian access to the former terminal building.

LOCATION
Boise, ID

COMPLETION DATE
2002

CONSTRUCTION COST
$8.4 million

REFERENCE
Matt Petaja, Deputy Director
Facilities & Engineering
208.383.3110
mpetaja@cityofboise.org
Boise Airport

Car Rental Ready/Return Lot Canopy Project

The initial design, engineering and construction of the rental car facilities at the Boise Airport (BOI), was a $10-million component of the highly successful $110-million terminal expansion project (2004). CSHQA worked with BOI and rental car companies to develop a comprehensive program and master plan. The program includes an 8,000-SF lobby, 6,000-SF office, 225-LF service counter and 300+ parking spaces.

In 2011, CSHQA designed canopies to cover the existing parking lot. Covers for 350 spaces were constructed while the parking lot remained fully operational. The canopies were designed with curved roof planes to be consistent with the terminal’s design and the airport’s river theme. The canopies have concrete-pier foundations, steel-frame structures and corrugated-metal roofing. The cantilevered roof slopes inward to the center to capture and retain rain water and snow and reduce wintertime snow and ice build-up in the parking lot. The canopies provide shade in the summer and significantly reduce the temperature in the parking lot and car interiors.

Construction phasing was critical because the parking lot needed to remain fully operational. The contractor initially focused on submittals and approvals for the underground work (including concrete pier foundations, underground conduit and storm drainage piping.) When all underground materials were delivered and ready for installation, the site was divided into small section of work that allowed the contractor to perform the work sequentially within each designated zone. The rental car companies temporarily relocated a portion of their operations to allow contractor access until underground work was complete. Structural frames were partially pre-assembled off-site and then completed after being bolted into place. With patience, coordination and teamwork the design team contractor, airport and rental car companies made this project a success.

LOCATION
Boise, ID

COMPLETION DATE
2011

CONSTRUCTION COST
$3.0 million

SIZE
300+ parking spaces

REFERENCE
Matt Petaja, Deputy Director
Facilities & Engineering
208.383.3110
mpetaja@cityofboise.org
7. Project Schedule

Design, Bid Procurement, and Construction Timeframes

Design Kick-off

Begin the programming and initial planning for building and site.

a. Program/budget verification—design workshops
b. Define design review and permit process
c. Survey/geotechnical soils investigation
d. Identify special project needs
e. Update schedule and budget (cost per square foot basis)

Schematic Design

a. Design work session
b. Conceptual site and building plans
c. Code analysis
d. Preliminary sections and elevations
e. Preliminary selection of building systems and materials
f. Develop approximate dimensions, areas, and volumes
g. Quality control review
h. Prepare cost estimate
i. Boise City design review
j. Update schedule and budget

Design Development

(plans, elevations and site drawings)

a. Design work session
b. Refine plans, sections and elevations
c. Develop construction details
d. Refine three-dimensional sketch(es) study model(s)
e. Final materials selection
f. Equipment layouts
g. Refine engineering plans, schedules and narratives
h. Outline specifications and equipment cut sheets
i. Quality control review
j. Update cost estimate
k. Update schedule and budget

Construction Documents and Agency Review

a. Design work session
b. Complete preparation of drawings and specifications based on approved design development documents
c. Quality Assurance/Quality Control review
d. Update cost estimate
e. Final owner review
f. Construction documents complete and submit to agencies for review.
g. Gain client approval and authorization to bid
h. Construction documents—100% complete with final edits
i. Secure building permit

Award & Contract Negotiations

Stage 1

8 weeks

Stage 2

8 weeks

Stage 3

14 weeks

Stage 4

Construction Documents

16 weeks

Permitting

8 weeks

Bidding and Contract Award
a. Hold pre-bid conference on-site
b. Respond to bidder questions
c. Issuance of addenda
d. Complete construction contract, securing bonding and insurance certificates
e. Assist in issuance of notice to proceed for construction

Project closeout
a. Regular owner-architect-contractor meetings
b. Construction observation
c. Review of submittals
d. Typical communication during construction (RFI, ASI, CCD, CO, PR, etc.)
e. Close-out activities including punchlist and owner training
f. Issuance of substantial completion certificate
g. Warranty walk-through (at 11 months post substantial completion)
h. Post-occupancy review with client
REFERENCES

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. Reference points will be awarded based on projects with similar size and scope of work. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

<table>
<thead>
<tr>
<th>City of Boise/Boise Airport</th>
<th>3201 Airport Way, Ste 1000</th>
<th>(208) 941-1673</th>
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<tbody>
<tr>
<td>(Name) Matt Petaja</td>
<td>Boise, ID</td>
<td>83705</td>
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<tr>
<td>(Contact)</td>
<td></td>
<td>(Zip Code)</td>
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<td></td>
<td></td>
<td>Email: <a href="mailto:mpetaja@cityofboise.org">mpetaja@cityofboise.org</a></td>
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<th>St. Luke’s Health System</th>
<th>140 E Jefferson St</th>
<th>208-381-2023</th>
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<tr>
<td>(Name) Steve Sell</td>
<td>Boise, ID</td>
<td>83712</td>
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<td>(Contact)</td>
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<td>(Zip Code)</td>
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<td>Email: <a href="mailto:sells@slhs.org">sells@slhs.org</a></td>
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<tr>
<th>Bozeman Yellowstone International Airport</th>
<th>850 Gallatin Field Rd</th>
<th>406-388-6632 ext. 102</th>
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<tr>
<td>(Name) Brian Sprenger</td>
<td>Belgrade, MT</td>
<td>59714</td>
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<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
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<td></td>
<td></td>
<td>Email: <a href="mailto:brian.sprenger@bozemanairport.com">brian.sprenger@bozemanairport.com</a></td>
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<th>Denver International Airport</th>
<th>8500 Pena Blvd</th>
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<tr>
<td>(Name) Herald Hensley</td>
<td>Denver, CO</td>
<td>80249</td>
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RFP 20-171
Boise Airport East Public Garage, Design Services
Return with Bid Proposal

BID PROPOSAL SIGNATURE PAGE

<table>
<thead>
<tr>
<th>Name of Business:</th>
<th>CSHQA, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>200 Broad Street</td>
</tr>
<tr>
<td>City:</td>
<td>Boise</td>
</tr>
<tr>
<td>State:</td>
<td>ID</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>83702</td>
</tr>
<tr>
<td>Phone No.:</td>
<td>208.343.4635</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Martin A. Hahle</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:martin.hahle@cshqa.com">martin.hahle@cshqa.com</a></td>
</tr>
<tr>
<td>Title:</td>
<td>President</td>
</tr>
<tr>
<td>Date:</td>
<td>February 12, 2020</td>
</tr>
</tbody>
</table>

Significant Local Economic Presence: **X** Yes; ____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council).

Provide local address if different than mailing address.
Proposer Acknowledge Receipt of the Following Addenda:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1/21/2020</td>
</tr>
<tr>
<td>2.</td>
<td>2/6/2020</td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

<table>
<thead>
<tr>
<th>Number of days price will be guaranteed:</th>
<th>90</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Request minimum of 90 days)</td>
<td></td>
</tr>
</tbody>
</table>
Contact:

Martin Hahle AIA
200 Broad St
Boise, ID 83702
(208) 343-4635
martin.hahle@cshqa.com
cshqa.com
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-180-20
DATE: April 28, 2020
SUBJECT: RFP 20-205A; City Wide Fuel; Jacksons; Fleet; combined NTE $730,000.

BACKGROUND:

The Fleet Services Department solicited proposals to establish annual contracts for Citywide fuel purchases utilized by all City Fleet vehicles at retail style fuel stations. This includes multiple fuel types including Unleaded, Diesel, Biodiesel, E85 and Non-Ethanol. Fuel costs including discounts, station locations and number of 24/7 locations were the primary determining factors in the award process.

BID RESULTS:

The proposals were opened March 18, 2020, at 2:00 p.m. local time. Sixteen (16) companies received plan sets and were entered on the plan holders list. Five (5) proposals were received.

<table>
<thead>
<tr>
<th>PROPOSER</th>
<th>SCORE</th>
<th>SLEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stinker Stores</td>
<td>969</td>
<td>Yes: Boise, Idaho</td>
</tr>
<tr>
<td>Jacksons Food Stores, Inc.</td>
<td>933</td>
<td>Yes: Meridian, Idaho</td>
</tr>
<tr>
<td>Boyett Petroleum</td>
<td>896</td>
<td>No: Modesto, California</td>
</tr>
<tr>
<td>Pinnacle Petroleum, Inc.</td>
<td>886</td>
<td>No: Huntington Beach, California</td>
</tr>
<tr>
<td>Franklin United, Inc.</td>
<td>877</td>
<td>Yes: Boise, Idaho</td>
</tr>
</tbody>
</table>

(1000 Points were available)

Fleet Services staff has reviewed the proposals for accuracy, completeness, and responsiveness. The proposals were evaluated on the selection criteria included in the specification to rank the proposals. The two (2) best qualified/highest ranked proposers, both having significant local
preference, one of which is Jacksons Food Stores, Inc., has been contacted by Fleet Services staff and indicated that they would like to proceed with the project.

RECOMMENDATION:

Finance and Administration and Fleet Services staff recommend that RFP 20-205A is awarded to the best qualified/highest ranked proposer with significant local preference, Jacksons Food Stores, Inc., in a combined total not to exceed $730,000. Award of this contract is subject to compliance requirements. Stinker Stores by contract identified as RFP 20-205B will be recommended concurrently under a separate resolution.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- RFP 20-205 Specs (E)(PDF)
- RFP 20-205 Attachment 1 (E) (DOCX)
- RFP 20-205 Addendum 1 (E) (PDF)
- RFP 20-205 Addendum 1 Attachment 2 (E) (DOCX)
- RFP 20-205 Addendum 2 (E) (PDF)
- RFP 20-205 Jacksons Combined Redacted (PDF)
- RFP 20-205 Proposal Clarification (PDF)
- RFP 20-205 Proposal Clarification II (PDF)
- RFP 20-205 Cost Clarification (PDF)
- RFP 20-205 Best and Final (PDF)
- RFP 20-205A Jacksons Contract (PDF)
CITY OF BOISE

Resolution NO. RES-180-20

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

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-205(A)
CITY WIDE FUEL, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND
JACKSONS FOOD STORES, 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 Fleet Services staff recommended award
of RFP 20-205A, City Wide Fuel, to Jacksons Food Stores, 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 RFP 20-205A City Wide Fuel by and
between the city of Boise City and Jacksons Food Stores, 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 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.
CITY OF BOISE
FLEET SERVICES
REQUEST FOR PROPOSAL

RFP 20-205
City Wide Fuel

Addenda

1. 
2. 
3. 
4. 
5. 

Attachment: RFP 20-205 Specs (E) (RES-180-20 : RFP 20-205A; City Wide Fuel; Jacksons; Fleet; combined NTE $730,000.)
# RFP 20-205
## City Wide Fuel

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<td>Terms and Conditions</td>
<td>11</td>
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<td>Project Information</td>
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<td>24</td>
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Attachment 1 - For ease of completion, the Word version of the Bid Schedule is attached. The PDF version shall be the version of record should discrepancies occur.
RFP 20-205
City Wide Fuel

INVITATION TO PROPOSE

February 24, 2020

Dear Proposer:

The City of Boise, Idaho will accept sealed PROPOSALS at the Purchasing Office, 150 N. Capitol Blvd., Boise, Idaho, 83702, until March 18, 2020 @ 2:00 PM local time. Immediately thereafter, all PROPOSALS will be opened and publicly read in the presence of the Proposers at Boise City Hall.

PROPOSALS Will Consist Of: RFP 20-205; CITY WIDE FUEL, FLEET SERVICES, Boise City

Scope of Work: The City intends to establish annual contracts to furnish a Citywide Fuel supply. The requested fuels shall be Diesel, Bio-Diesel, Unleaded, Non-Ethanol and E85 as required. The annual consumption is an estimate and the City reserves the right to purchase only the quantities necessary. The City will consider fuel costs and filling locations as primary determining factors in the award process. The awarded contract will be for a period of one year, with the option for 6 annual renewals. Carwashes, if available may be included in this contract.

Recognizing the fact that distributors cannot guarantee a fixed price for an extended length of time, The City of Boise will receive bids for fuels that reflect a percentage discount off the per-gallon pump retail price.

Proposals will be prepared per the specifications detailed within the Request for Proposal document. Bid/Proposal documents 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.

<table>
<thead>
<tr>
<th>IMPORTANT DATES</th>
<th>DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions &amp; Clarification Due</td>
<td>March 13, 2020 at noon local time</td>
</tr>
<tr>
<td>Bids/Proposals Due</td>
<td>March 18, 2020 @ 2:00 PM local time</td>
</tr>
</tbody>
</table>

In determining the best qualified proposal, Purchasing will consider all acceptable proposals on a basis consistent with RFP requirements.

The City intends to award contracts to multiple suppliers; however, the City reserves the right to award to more than one proposer.

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.

CITY OF BOISE, IDAHO
PROPOSAL INSTRUCTIONS AND INFORMATION

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

  Boise City Purchasing Office  
  150 N Capitol Blvd  
  Boise, ID 83702  
  RFP 20-205 City Wide Fuel

- Submit PROPOSALS to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.

  **OR**

- **E-Proposals:** Electronic Proposals submitted through DemandStar or BidNet will also be accepted for this project. 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 proposal. Proposals without written signature will not be accepted.**

- All E-Proposals must be submitted before the scheduled bid/proposal opening. In the event of a technology failure, the City reserves the right to accept all 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 proposals after the scheduled time for opening.

- The Owner is the City of Boise.

- **ALL PROPOSALS MUST BE SIGNED.**

- If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Proposal. Where 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.
These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Request for Proposal

It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Proposer's Costs

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

1.3 Evaluation of Proposer

Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Boise employees, and may include citizens of the City.

1.4 Insurance

The Contractor will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the City as a named insured (Attn: Purchasing), 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 thirty (30) days written notice thereof to the Contractor and the 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 Purchasing.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this contract.

a. Contractor's and Subcontractor's Insurance. The Contractor will not commence providing service under the contract until Contractor has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Contractor hereunder.

b. Compensation and Employer's Liability Insurance. The Contractor will maintain during the life of this contract, the statutory workers' compensation, in addition,
employer's liability insurance in an amount not less than $500,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Contractor will require the Subcontractor similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.

The minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

1.5 Reserved Rights
The City of Boise reserves the right to accept or reject proposals. The City may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

1.6 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 ascertaining 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.
1.7 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 Proposal pricing.

1.8 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process
Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the Department of Finance & Administration, to be received no later than noon, three (3) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may modify the proposal documents, 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 Proposer.

Written requests and protests are to be directed to:
Tammi Leatham
City of Boise Purchasing
150 N. Capitol Blvd.
Fax 208-384-3995
tleatham@cityofboise.org

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

1.10 Modification and Withdrawal of Bid/Proposal
A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.11 Proposal Questions
Questions and responses of any one Proposer, which the City of Boise deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Boise may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.12 Idaho’s Reciprocal Preference Law
To the extent permitted by federal law, reciprocal preference applies to any purchase of
RFP 20-205
City Wide Fuel

materials, supplies, services or equipment that is competitively bid. See Idaho Code §67-2349.

Reciprocal Preference Information: https://www.naspo.org/reciprocity1

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

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

1.14 Award Criteria
Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include annual pricing, experience, references, compliance to the specifications and requirements for the service. The contract may be awarded to one or multiple Proposers.

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Format</td>
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</tr>
<tr>
<td>Discount/ Cost</td>
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</tr>
<tr>
<td>Number of 24/7 Locations</td>
<td>300</td>
</tr>
<tr>
<td>Station Locations</td>
<td>300</td>
</tr>
<tr>
<td>Car Washes</td>
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</tr>
<tr>
<td>Alternative Fuels</td>
<td>50</td>
</tr>
<tr>
<td>Total Points</td>
<td>1000</td>
</tr>
</tbody>
</table>

*Reference points will be awarded based on projects with similar size and scope of work.*

The City of Boise reserves the right to use the Cost per point method for evaluation purposes.

1.15 Number of Awards
The City of Boise intends to award to multiple Proposers capable of fulfilling the anticipated volume needs for the City. Should the City determine at any time during the term of the resulting award(s) that the number of awarded Proposers is not adequate to properly fill these needs, the City reserves the right to make awards to Proposers who submitted responses to the original solicitation but were not awarded, or to re-issue the solicitation and make additional awards as necessary. If the solicitation is re-issued, Contractors who have contracts in good standing will not be required to respond.

1.15.1 The City reserves the right to decline to award a contract if it is determined that the proposed pricing is not competitively priced based on similar contracts with public agencies within the State of Idaho.

1.15.2 The City reserves the right to select the bid, which best suits the City's needs. Regardless of City staff's recommendation, the City Council reserves
the right to award a contract to the bidder that best suits the City’s needs as
determined by the City Council whether or not said award is consistent with
City staff’s recommendation for award.

1.16 Proposal and Price Guarantee
It is desired that the submitted proposal remains in effect for a minimum of 120 days, along
with all proposal pricing. If this is not accepted, Proposer is to so indicate.

1.17 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 1.8 herein.

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

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

1.18 Payments and Billings
The awarded Proposer will submit all invoices to:
Payments through City Hall are processed weekly. The awarded Proposer can expect the City to issue and mail payment within 45 days after receipt of invoice.

In the event the City fails to comply with the 45 day time period for payment, the awarded Proposer may add to the next invoice interest at the rate of 2% plus the rate determined under section 1274(d), Internal Revenue Code, by the secretary of the treasury of the United States as the midterm federal rate as it applies on September 15 of the immediately preceding calendar year rounded to the nearest whole number. This interest rate is set per Idaho Code Sections 67-2302(7) and 63-3045(7)(c). An awarded proposer may not charge the City interest for any other reason or amount. Further, an awarded proposer may not charge the City any fees or penalties not disclosed in its proposal and incorporated into a contract.

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

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

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, to award on an "each item" basis (however, the Proposer may indicate "all or none"), and to accept the proposal deemed most advantageous to the best interest of the City of Boise.
2.1 Assignment or Subcontracting
The Consultant may not assign or transfer this agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Boise. If the City of Boise consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

2.2 Contract
The selected firms(s) will be expected to execute a contract with the City of Boise. Specific exception must be proposed prior to bid/proposal opening.

2.3 Ownership and Access to Records
While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the City of Boise and the Consultant, records will normally become the property of the City of Boise and subject to state law and City of Boise policies governing privacy and access to files.

2.4 Examination of Records
The City of Boise shall have access to and the right to examine any pertinent books, documents, papers, and records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest
2.5.1. The Consultant shall not hire any officer or employee of the City of Boise to perform any service covered by this Agreement.

2.5.2. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Boise.

2.5.3. The Consultant shall not be in a reporting relationship to a City of Boise employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

2.6 Copyright
The City of Boise shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant warrants that all creators of copyrightable material delivered under this Agreement to the City of Boise are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant, and that such creation is within the course and scope of the creator's employment.

2.7 Non-Waiver
Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach
of the same or similar term or condition.

2.8 **No Third-Party Rights**
Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

2.9 **Standard for Performance**
The parties acknowledge that the City of Boise, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.10 **Attorney's Fees**
In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.11 **Applicable Law**
The laws of the State of Idaho shall govern this agreement.

2.12 **Rejection of Proposals**
The City of Boise may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Boise. City of Boise is in no way obligated to any respondent for the work as set forth in the specifications.

2.12.1 The City of Boise reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.

2.12.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

2.12.3 If, in the opinion of the City of Boise, the solicitation does not result in reasonable prices to the City of Boise, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.
General Description
The intent of this Invitation for Bid is to establish Price Agreement contracts with qualified suppliers to furnish City Wide Vehicle Fuel, at retail point of sale stations in accordance with the terms, conditions, and specifications contained herein.
Boise City operates a fleet of approximately 800 automobiles, trucks and equipment that will utilize the contract at retail fueling locations. Approximately $730,000.00 in ANNUAL purchases is expected. Products required are:

- Regular unleaded, minimum 87 octane: Unleaded gasoline rated at 87 octane or higher. The fuel will have the proper additive meeting current US ASTM specifications. The fuel can contain no more than 10 percent ethanol.

- Premium unleaded, minimum 91 octane: Unleaded gasoline rated at 91 octane or higher. The fuel will have the proper additive meeting current US ASTM specifications. The fuel can contain no more than 10 percent ethanol.

- Diesel, #2: All diesel specified shall be on road sulfur rated per Federal standard. The fuel will have an additive of #1 diesel or an equivalent cold weather additive and seasonally adjusted for temperatures as required from December 1 to February 28. If there is a charge for this additive, please indicate the specific amount on the bid form. No additional charge will be considered unless stated by the bidder in the bid document. The fuel will have the proper additive meeting current US ASTM specifications.

- Biodiesel, Biodiesel is a renewable fuel that can be manufactured from algae, vegetable oils, animal fats or recycled restaurant greases; it can be produced locally in most countries. It is safe, biodegradable and reduces air pollutants, such as particulates, carbon monoxide and hydrocarbons. Blends up to 20 percent biodiesel with 80 percent petroleum diesel (B20) can generally be used in unmodified diesel engines. If blend provided is less than 20% please indicate the specific amount on the bid form.

- E85, E85 is an alcohol fuel mixture that typically contains a mixture of up to 85% denatured fuel ethanol and gasoline or other hydrocarbon by volume. On an un-denatured basis, the ethanol component ranges from 70% to 83%

- Non-ethanol, Regular unleaded Non-ethanol, minimum 87 octane: Unleaded gasoline rated at 87 octane or higher. The fuel will have the proper additive meeting current US ASTM specifications. The fuel can contain no ethanol.
RFP 20-205
City Wide Fuel

Requirements

Boise City is requesting bids from qualified bidders to provide:

1. Retail Pump Fuel Sales. 24 Hour, 7 days per week, access Retail Pump Fuel Sales.
   
   1.1. Fuel (regular unleaded, premium unleaded, diesel, biodiesel, E85, and non-ethanol gasoline if available), at the pump. Alternative fuels (E85, biodiesel and non-ethanol) availability is to be quoted indicating pump location.

   1.2. MTBE: Selected provider will submit a statement certifying the products bid do not contain MTBE as a fuel additive.

   1.3. Service delivery (locations for fueling, and 24-hour access to pumps (through a card access system or 24-hour operation of the station).

   1.4. Credit and billing services (through the use of a vendor issued credit card, vehicle billing, or card access system).

   1.5. Accounting/Reporting information including but not limited to; daily electronic transaction files, monthly statements for each vehicle; backup documentation for each vehicle; per vehicle billing with gallons, fuel type, and date of purchase, with reports configured to City specifications. Must be able to demonstrate ability to interface with the City’s Fleet Management Information System (FMIS) “Faster Asset Solutions”. Daily fuel files and all statements and billing statements MUST be an exact match, if exact match is not possible, please indicate guaranteed time of completion and current project status. Vendor shall supply on-line web access for card orders, vehicle and driver record maintenance, and financial accounting access, including reporting tools. Proposers must provide supporting documents, transaction files, and interface examples.

Below is a list of the data elements for the fuel import utility:

REQUIRED:

Equipment Number

Site/Pump defaulted for credit card companies, actual pump number for in-house fuel administration

Date

Time

Product Code

Cost

Quantity

Odometer

Transaction Number

Employee ID Number
## Name of Business:
Please print or type

| Address: |  |
| City: |  |
| State: | Zip Code: |
| Phone No.: |  |
| Signature: |  |
| Printed Name: |  |
| E-Mail |  |
| Title: |  |
| Date: |  |

**Significant Local Economic Presence:**  _____ Yes; _____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council). **Provide local address if different than mailing address.**

Proposer Acknowledge Receipt of the Following Addenda:

- [ ] Addendum #1
- [ ] Addendum #2
- [ ] Addendum #3
- [ ] Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

**Proposal Guarantee**

```
Number of days price will be guaranteed:  

(Request minimum of 90 days)
```

**PUBLIC AGENCY CLAUSE**

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

Accept Public Agency Clause?  Yes___________  No___________
1.) Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.


Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.


Please describe credit card usage and discount outside of local stations (nationwide).


Please provide information on your ability to provide an "unmarked" charge card or system for the undercover vehicles in use by the City. The "unmarked" system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.


Please describe the method or system that would be used to provide secure charge and billing services.

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Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.

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</table>
2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>Usage (gal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>250,000</td>
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<tr>
<td>Unleaded premium fuel</td>
<td>5,000</td>
</tr>
<tr>
<td>#2 Diesel</td>
<td>60,000</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>5,000</td>
</tr>
<tr>
<td>E85</td>
<td>5,000</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>1,000</td>
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</tbody>
</table>

*Note:*
1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City's locations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded, Regular (min 87 Octane)</td>
<td></td>
<td></td>
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<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td></td>
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<tr>
<td>Diesel #2</td>
<td></td>
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<tr>
<td>Biodiesel</td>
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<td>E85</td>
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<td>Non-Ethanol</td>
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</tbody>
</table>

Alternative Fuels Availability (50 Points):

<table>
<thead>
<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biodiesel</td>
<td></td>
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<tr>
<td>E85</td>
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<tr>
<td>Non-Ethanol</td>
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</tbody>
</table>
3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):
Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
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<tbody>
<tr>
<td>City Hall</td>
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<td>150 N. Capitol Blvd</td>
<td>Boise, ID 83702</td>
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<td>City Hall West</td>
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<td>333 N. Mark Stall Place</td>
<td>Boise, ID 83704</td>
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<td>City of Boise Fleet Services</td>
<td>4833 Dorman Street</td>
<td>Boise, Idaho 83705</td>
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<td>Fire Station #1</td>
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<td>Fire Station #2</td>
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<td>3551 Cartwright Rd.</td>
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<td>2202 Gekeler Lane</td>
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<td>8485 Ustick Rd.</td>
<td>Boise, Idaho 83704</td>
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<td>Fire Station #5</td>
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<td>212 South 16th St.</td>
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</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuel types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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<tbody>
<tr>
<td>Fire Station #6</td>
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<td>6933 Franklin Rd.</td>
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<td>1666 Commerce Ave.</td>
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<td>Fire Station #8</td>
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<td>12065 W McMillan Rd</td>
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<td>10895 Emerald St</td>
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<td>Fire Station #12</td>
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<td>3240 State Highway-21</td>
<td>Boise, Idaho 83716</td>
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<td>Fire Station #14</td>
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<td>2515 South 5 Mile Rd</td>
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<td>Fire Station #15</td>
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<tr>
<td>3676 E. Warm Springs Ave.</td>
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</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuel types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
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<tbody>
<tr>
<td>Fire Station #16</td>
<td>5800 Glenwood. Garden City, Idaho 83714</td>
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<tr>
<td>Fire Station #17</td>
<td>3801 S. Cole Road Boise, Idaho 83709</td>
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<td>Fire Station #18</td>
<td>3895 W Chinden Blvd Garden City, Idaho 83714</td>
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<td>Fire Station #19</td>
<td>2855 Lockheed Lane Boise, Idaho 83705</td>
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<td>Fire Station #20</td>
<td>5871 Hidden Springs Dr. Hidden Springs, Idaho 83714</td>
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<tr>
<td>Fire Logistics Shop</td>
<td>1791 West Shoreline Dr. Boise, Idaho 83702</td>
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<tr>
<td>Fire Training Facility</td>
<td>12142 Joplin Road Boise, Idaho 83714</td>
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</table>
4.) Car Wash Availability and Cost - Sedan/Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Wash</td>
<td></td>
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</tr>
<tr>
<td>Premium Wash</td>
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</tbody>
</table>

Describe Carwash services available

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Provide a list of Car Wash Locations and Hours of Operation
REFERENCES

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. **Reference points** will be awarded based on projects with **similar size** and **scope of work**. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer's work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

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<tr>
<th>Name</th>
<th>Address</th>
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<th>Contact</th>
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SAMPLE CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 20-205

Project: **City Wide Fuel**
Vendor: *(Insert Vendor's Name)*
Owner: **Fleet Services**, City of Boise, Ada County, Idaho, a municipal corporation

**THIS AGREEMENT,** made this _____ day of __________, 2____, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as “Owner”, and *(Insert Vendor's Name)*, hereinafter referred to as “Vendor”, duly authorized to do business in the State of Idaho.

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

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

Services to be provided: **City Wide Fuel and related services**

2. **Amount of Contract:** In a combined amount Not to Exceed: **$730,000.00**

3. **Time of Performance:** All work and products described in the Scope of Work shall be completed within one year from the date hereof. The term may be modified by mutual written agreement of the parties.

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

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

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

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

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

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

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

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

   City of Boise
   Fleet Services
   4833 W Dorman
   Boise, Idaho 83705

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

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

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 shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

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

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

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 City deems appropriate.

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

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

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

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

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

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

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

21. **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.

22. **Non-Appropriation**: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.
23. Renewal: This agreement shall not be valid for more than one year from the date of approval by the Owner. This agreement is renewable upon mutual agreement by both parties. Six (6) annual renewals shall be allowed.

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

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

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

27. Acceptance and Final Payment: Upon receipt of notice that the 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 Vendor issue a final payment request.

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

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

______________________________  ______________
Signature             Date

______________________________
Print Name

ACKNOWLEDGEMENT
RFP 20-205

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 RFP 20-205

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                     In a Combined total NTE $730,000.00

Attachment: RFP 20-205 Specs (E) (RES-180-20 : RFP 20-205A; City Wide Fuel; Jacksons; Fleet; combined NTE $730,000.)
## BID PROPOSAL SIGNATURE PAGE

<table>
<thead>
<tr>
<th>Name of Business:</th>
<th>Please print or type</th>
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<tbody>
<tr>
<td>Address:</td>
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<td>City:</td>
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<td>State:</td>
<td>Zip Code:</td>
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<td>Phone No.:</td>
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<tr>
<td>Title:</td>
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<td>Date:</td>
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</table>

**Significant Local Economic Presence:**  _____ Yes;  _____ No  
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council). **Provide local address if different than mailing address.**

Proposer Acknowledge Receipt of the Following Addenda:

- [ ] Addendum #1
- [ ] Addendum #2
- [ ] Addendum #3
- [ ] Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

**Proposal Guarantee**

<table>
<thead>
<tr>
<th>Number of days price will be guaranteed:</th>
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<tbody>
<tr>
<td>(Request minimum of 90 days)</td>
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**PUBLIC AGENCY CLAUSE**

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

Accept Public Agency Clause?  Yes ____________  No ____________
1. Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.

Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.

Please describe credit card usage and discount outside of local stations (nationwide).

Please provide information on your ability to provide an “unmarked” charge card or system for the undercover vehicles in use by the City. The “unmarked” system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.
Please describe the method or system that would be used to provide secure charge and billing services.

Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.
2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>250,000 gal</td>
</tr>
<tr>
<td>Unleaded premium fuel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>#2 Diesel</td>
<td>60,000 gal</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>E85</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>1,000 gal</td>
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</tbody>
</table>

Note:

1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City's locations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Unleaded, Regular (min 87 Octane)</td>
<td>%</td>
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<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td>%</td>
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<tr>
<td>Diesel #2</td>
<td>%</td>
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<tr>
<td>Biodiesel</td>
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<td>E85</td>
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<td>Non-Ethanol</td>
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</table>

Alternative Fuels Availability (50 Points):

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<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Biodiesel</td>
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<td>Non-Ethanol</td>
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</table>
3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):

Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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<td>City Hall</td>
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<td>Fire Station #4</td>
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</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations (U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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<td>Fire Station #6</td>
<td>6933 Franklin Rd.</td>
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<td>Fire Station #14</td>
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<td>Fire Station #15</td>
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<th>NE</th>
<th>24Hr</th>
<th>CW</th>
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<tbody>
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<td>Fire Training Facility</td>
<td>12142 Joplin Road Boise, Idaho 83714</td>
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</table>
4.) Car Wash Availability and Cost – Sedan/Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Basic Wash</td>
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<tr>
<td>Premium Wash</td>
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Describe Carwash services available

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Provide a list of Car Wash Locations and Hours of Operation
REFERENCES

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. **Reference points** will be awarded based on projects with similar size and scope of work. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

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<th>Name</th>
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<th>Contact</th>
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</table>
Message: You are hereby notified of the following clarifications of and/or changes to the above referenced project.

BE SURE TO ACKNOWLEDGE THIS ADDENDUM IN YOUR PROPOSAL

Attachment 1: *Revised Bid Schedule
Attachment 2: For ease of completion, the Word version of the Bid Schedule is attached. The PDF version shall be the version of record should discrepancies occur.

*Vendors are required to use the revised bid schedule

Questions / Response

Q1: Who is the current vendor for the services requested within this solicitation?
R1: Stinker and Shell

Q2: What is the current pricing provided by the current vendor for each of the items requested within this solicitation?
R2: 3 to 3.5% rebate per gallon excluding taxes

Q3: What is the average gallons per transaction currently purchased via the current program?
R3: Fiscal Year 2019 had these averages:

<table>
<thead>
<tr>
<th>Average</th>
<th>Count</th>
<th>Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.79567224</td>
<td>26740</td>
<td>315404.48</td>
</tr>
</tbody>
</table>

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.
RFP 20-205 Addendum 1 Attachment 1
City Wide Fuel
Return with Bid Proposal
BID PROPOSAL SIGNATURE PAGE

Name of Business:

Address:
City:
State: Zip Code:
Phone No.:
Signature:
Printed Name:
E-Mail:
Title:
Date:

Significant Local Economic Presence: _____ Yes; _____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council). **Provide local address if different than mailing address.**

Proposer Acknowledge Receipt of the Following Addenda:
☐ Addendum #1 ☐ Addendum #2 ☐ Addendum #3 ☐ Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

Number of days price will be guaranteed:

(Request minimum of 90 days)

**PUBLIC AGENCY CLAUSE**

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

Accept Public Agency Clause?  Yes ____________  No ____________
1.) Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.

Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.

Please describe credit card usage and discount outside of local stations (nationwide).

Please provide information on your ability to provide an “unmarked” charge card or system for the undercover vehicles in use by the City. The “unmarked” system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.
Please describe the method or system that would be used to provide secure charge and billing services.

Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.
2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>Annual Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>250,000 gal</td>
</tr>
<tr>
<td>Unleaded premium fuel</td>
<td>5,000 gal</td>
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<tr>
<td>#2 Diesel</td>
<td>60,000 gal</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>5,000 gal</td>
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<tr>
<td>E85</td>
<td>5,000 gal</td>
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<tr>
<td>Non-Ethanol</td>
<td>1,000 gal</td>
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Note:
1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City’s locations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Unleaded, Regular (min 87 Octane)</td>
<td>%</td>
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<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td>%</td>
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<tr>
<td>Diesel #2</td>
<td>%</td>
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<tr>
<td>Biodiesel</td>
<td>%</td>
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<tr>
<td>E85</td>
<td>%</td>
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<tr>
<td>Non-Ethanol</td>
<td>%</td>
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</table>

Alternative Fuels Availability (50 Points):

<table>
<thead>
<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Biodiesel</td>
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<td>E85</td>
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<td>Non-Ethanol</td>
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</table>
3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):

Provide your closest station to the following City locations

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</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuel types available at these locations.
(U = Unleaded (all grades), #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

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<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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<tbody>
<tr>
<td>Fire Station #16</td>
<td>5800 Glenwood. Garden City, Idaho 83714</td>
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<td>Fire Logistics Shop</td>
<td>1791 West Shoreline Dr. Boise, Idaho 83702</td>
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<td>Fire Training Facility</td>
<td>12142 Joplin Road Boise, Idaho 83714</td>
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</table>
4.) Car Wash Availability and Cost - Sedan/ Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Basic Wash</td>
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<tr>
<td>Premium Wash</td>
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</table>

Describe Carwash services available

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Provide a list of Car Wash Locations and Hours of Operation
REFERENCES

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. Reference points will be awarded based on projects with similar size and scope of work. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

<table>
<thead>
<tr>
<th>(Name)</th>
<th>(Address)</th>
<th>(Phone)</th>
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</thead>
<tbody>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
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<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
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<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
</tbody>
</table>
Name of Business:

Address:

City:

State:    Zip Code:

Phone No.:

Signature:

Printed Name:

E-Mail

Title:

Date:

Significant Local Economic Presence:  _____ Yes;  _____ No

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

Proposer Acknowledge Receipt of the Following Addenda:

☐ Addendum #1  ☐ Addendum #2  ☐ Addendum #3  ☐ Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

Number of days price will be guaranteed:

(Request minimum of 90 days)

PUBLIC AGENCY CLAUSE

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

Accept Public Agency Clause?  Yes ____________ No ____________
RFP 20-205 Addendum 1 Attachment 2  
City Wide Fuel  
Return with Bid Proposal  

BID SCHEDULE  

1.) Credit and Billing Services (Mandatory)  

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided. 


Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates. 


Please describe credit card usage and discount outside of local stations (nationwide). 


Please provide information on your ability to provide an "unmarked" charge card or system for the undercover vehicles in use by the City. The "unmarked" system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge. 


Please describe the method or system that would be used to provide secure charge and billing services.

Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.
2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>250,000 gal</td>
</tr>
<tr>
<td>Unleaded premium fuel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>#2 Diesel</td>
<td>60,000 gal</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>5,000 gal</td>
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<tr>
<td>E85</td>
<td>5,000 gal</td>
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<tr>
<td>Non-Ethanol</td>
<td>1,000 gal</td>
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</tbody>
</table>

Note:

1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City’s locations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded, Regular (min 87 Octane)</td>
<td>%</td>
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<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td>%</td>
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<tr>
<td>Diesel #2</td>
<td>%</td>
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<tr>
<td>Biodiesel</td>
<td>%</td>
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<td>E85</td>
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<tr>
<td>Non-Ethanol</td>
<td>%</td>
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</table>

Alternative Fuels Availability (50 Points):

<table>
<thead>
<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Biodiesel</td>
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<td>E85</td>
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<tr>
<td>Non-Ethanol</td>
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</table>
### Boise Locations (300 Points) - 24/7 Locations (300 Points):

Provide your closest station to the following City locations

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<td>City Hall</td>
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<tr>
<td>Garden City, Idaho</td>
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<tr>
<td>Fire Station #17</td>
<td>3801 S. Cole Road</td>
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<tr>
<td>Boise, Idaho 83709</td>
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<tr>
<td>Fire Station #18</td>
<td>3895 W Chinden</td>
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<td>Blvd</td>
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<tr>
<td>Fire Station #19</td>
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<tr>
<td>Fire Station #20</td>
<td>5871 Hidden Springs Dr.</td>
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<tr>
<td>Fire Logistics Shop</td>
<td>1791 West Shoreline Dr.</td>
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<td>Boise, Idaho 83702</td>
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<tr>
<td>Fire Training Facility</td>
<td>12142 Joplin Road</td>
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<td></td>
<td></td>
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<tr>
<td>Boise, Idaho 83714</td>
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</tr>
</tbody>
</table>
### 4.) Car Wash Availability and Cost – Sedan/Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Wash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium Wash</td>
<td></td>
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</tr>
</tbody>
</table>

Describe Carwash services available

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Provide a list of Car Wash Locations and Hours of Operation
REFERENCES

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. Reference points will be awarded based on projects with similar size and scope of work. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Contact</th>
<th>City/State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
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</table>

<table>
<thead>
<tr>
<th>Contact</th>
<th>City/State</th>
<th>Zip Code</th>
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</tbody>
</table>
Message: You are hereby notified of the following clarifications of and/or changes to the above referenced project.
BE SURE TO ACKNOWLEDGE THIS ADDENDUM IN YOUR BID

**REVISED BID DUE DATE:**
The Proposal due date has been moved to Friday, **March 20th, 2020 at 2:00 pm**, Local Time. Proposals submitted after this time will not be accepted.

We will **NOT** be hosting a public bid opening. Public access is not permitted in City Hall at this time.

**ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR MAILED.** Bids can be submitted online through BidNet or Demandstar. Proposals may also be submitted via email to purchasing@cityofboise.org The subject line MUST READ: BID RFP 20-205 City Wide Fuel

**ATTACHMENTS**
Instructions on How to Sign Up for BidNet and/or Demandstar at No Cost (1 Page)
Instructions on How to Submit an E-Bid through BidNet (7 Pages)
Instructions on How to Submit an E-Bid through Demandstar (11 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.
Dear Vendor,

Thank you for your recent inquiry about registering to bid with the City of Boise.

The City currently uses two third-party solicitation programs to provide vendors automatic bid notification and access to bid information via the web. Vendors are encouraged to participate in the City’s system of electronic bid distribution. Membership with either of these programs; DemandStar or BidNet offer vendors a number of important benefits:

- Automatic notification of bid opportunities and addenda via e-mail or fax
- Download bid and proposal packages at no charge
- Access to Plan Holders lists
- Access to contract award information
- Ability to submit sealed bid responses online for selected projects

Vendors may register for DemandStar services online [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp) or by calling 1-800-711-1712. Three membership options are available with DemandStar. We highly recommend you select “Free Agency” to download information at no charge.

Vendors may register for BidNet services online [https://www.bidnetdirect.com/](https://www.bidnetdirect.com/) or by calling 1-800-835-4603. BidNet registration is free.

Please feel free to phone anytime if you need assistance with registering for either of these services.

Sincerely,

Boise City Purchasing
phone: (208) 972-8136
fax: (208) 384-3995
email: Purchasing@cityofboise.org
Placing a bid electronically

The “Place bid” button is located at the top of the solicitation next to the “download button”. 
Placing a bid & bid intent
Placing a bid or intent to bid can vary by agency

Each participating agency may require slightly different information collected. For example, some times you may be requested to state your intent to place a bid.
Placing an online bid

When you are prepared to submit an online bid response, simply click on the “Place Bid” button, then “Place a new Bid” and then “Continue”.
Upload documents, pricing, etc.

Depending on the solicitation type the information requested may vary.

Follow the directions within the solution to upload your document response along with any required documents or enter in your bid pricing. To upload a document simply browse to your computer or drag and drop.

Hit “Next” or “Save & Quit” if you are not completing your submission in this session.
Reminders and tips

- The “BID NOT SUBMITTED” will continue to appear UNTIL you have completed your submission

- You will receive an alert if there are any unread Addendum or Documents

- For security reasons you’ll need to re-enter your password upon placing bid

- Once bid is placed, “BID SUBMITTED” appears and turns green
Any questions? Call Support Team

800-835-4603

- The BidNet Direct Vendor Support Team is here to help
- Monday-Friday 8am-8pm EST
Demandstar
Building Communities.

(E-bidding) Electronic Bidding Instructions
Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity
How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding.
- Those that are available for you to electronically bid will list “e-bidding” as an available “ACTION” when you look at the project details.
In order to do e-bidding

1. Click on “E-bidding” in the actions column
In order to do e-bidding

2. Enter your contact information and enter in all required fields.

Note: You **MUST** put a number of the "BID AMOUNT" box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.
In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.
In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents
In order to do e-bidding

Once you decide you’ve uploaded all your documents that you would like to submit, make sure you click the NEXT button at the bottom of the screen.
Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents

- Click on the **Submit Response** button to complete your e-bid
Confirmation of Response

• When you complete you will receive a confirmation.

• This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly.
If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish...
RFP 20-205 Attachment 1
City Wide Fuel
Return with Bid Proposal
BID PROPOSAL SIGNATURE PAGE

Name of Business: Jacksons Food Stores, Inc.
Address: 3450 Commercial Ct
City: Meridian
State: ID Zip Code: 83642
Phone No.: 208-409-9210
Signature: Michael DeMark
Printed Name: Michael DeMark
E-Mail: Michael.demark@jacksonenergyco.com
Title: Fleet Sales
Date: 3/19/2020

Significant Local Economic Presence: ___X___ Yes; _____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council). Provide local address if different than mailing address.

Proposer Acknowledge Receipt of the Following Addenda:
☑ Addendum #1 ☐ Addendum #2 ☐ Addendum #3 ☐ Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

Number of days price will be guaranteed: 120
(Request minimum of 90 days)

PUBLIC AGENCY CLAUSE

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

Accept Public Agency Clause? Yes ___X_____ No ____________
1.) Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.

| Jacksons Food Stores is offering a Shell branded fleet card via WEX. This is a fleet credit card with no cost for credit. |
| Ability to Link Cards to Vehicle or Driver – Allows designation of vehicle or driver to which a card is assigned |
| Driver ID or Vehicle ID Prompting – Entering a Driver or Vehicle ID at the time of purchase allows for reporting/tracking of fuel use and where and when it was purchased |
| Odometer Prompting – Allows tracking of miles per gallon, cost per mile and if the Odometer reports don’t look right an Exception Report is generated in order to “flag” any potential fraud that may be occurring. |

See Attachments – Sample of Daily Billing File & Sample Shell Billing Report

Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.

With the issuance of new cards to the City of Boise, the billing cycle shall be as requested by the City; the first day of the month to the last day of the month.

Please describe credit card usage and discount outside of local stations (nationwide).

The card product being offered in our RFP, can be used nationwide at any of the 12,000+ Shell branded fuel locations. The City of Boise will receive a 2% discount when using our Shell branded fleet card outside of the Jacksons Food Stores network.

Please provide information on your ability to provide an "unmarked" charge card or system for the undercover vehicles in use by the City. The "unmarked" system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.

"Unmarked" or special embossing requests are accommodated by use of our systems unique sub-account capabilities. This allows us to create cards with special names, as
defined by the City of Boise and to deliver these cards to a unique address, if required. These include card to driver or card to vehicle linking, Driver ID or Vehicle ID prompting, odometer prompting. This has not been a problem since we started working together in 2008.

Please describe the method or system that would be used to provide secure charge and billing services.

| Ability to Link Cards to Vehicle or Driver – Allows designation of vehicle or driver to which a card is assigned |
| Driver ID or Vehicle ID Prompting – Entering a Driver or Vehicle ID at the time of purchase allows for reporting/tracking of fuel purchases |
| Odometer Prompting – Allows tracking of miles per gallon, cost per mile and tracking where and when the fuel was purchased |
| Account-On-Line – Provides ability to review account activity, access reports, administer vehicle/driver information, add vehicles/drivers, set-IDs, etc. |
| Electronic Billing – Daily billing file delivery providing transaction level detail for fleet management system administration |

The City of Boise has been using the Shell Fleet program provided by Jacksons Food Stores since March 2008. We have ensured that all reports integrate with the programs and software used by the City of Boise.

See Attachments – Sample of Daily Billing File & Sample Shell Billing Report

Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.

A Valid PIN number must be entered at beginning of the transaction to start the transaction. An exception report catches any inconsistency and the City of Boise will have access to Jacksons Food Stores security footage and data if fraudulent use is suspected. If fraud is suspected, we can “freeze” a card or PIN number until any issue is resolved.
2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>3%</td>
<td>No minimum purchase required</td>
</tr>
<tr>
<td>Unleaded premium fuel</td>
<td>3%</td>
<td>No minimum purchase required</td>
</tr>
<tr>
<td>#2 Diesel</td>
<td>3%</td>
<td>No minimum purchase required</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>3%</td>
<td>Not currently available, Discount would apply if available</td>
</tr>
<tr>
<td>E85</td>
<td>3%</td>
<td>Not currently available, Discount would apply if available</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>3%</td>
<td>Available at select locations</td>
</tr>
</tbody>
</table>

Note:
1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City’s locations.

Alternative Fuels Availability (50 Points):

<table>
<thead>
<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biodiesel</td>
<td>NO</td>
<td>Not currently available</td>
</tr>
<tr>
<td>E85</td>
<td>NO</td>
<td>Not currently available</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>YES</td>
<td>Available at select locations</td>
</tr>
</tbody>
</table>
3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):
Provide your closest station to the following City locations - See attachment for a list of all Jacksons Shell locations & amenities in the Treasure Valley

Indicated with check mark, the service and fuels types available at these locations (U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>150 N. Capitol Blvd Boise, ID 83702</td>
<td>X</td>
<td>X</td>
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<tr>
<td>City Hall West</td>
<td>8990 Overland Rd Boise, ID</td>
<td>X</td>
<td>X</td>
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<tr>
<td>City of Boise Fleet Services</td>
<td>2728 S. Orchard St Boise, ID</td>
<td>X</td>
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<tr>
<td>Fire Station #1</td>
<td>505 S. Capitol Blvd Boise, ID</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Fire Station #2</td>
<td>2323 N. Bogus Basin Boise, ID</td>
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<td>Fire Station #4</td>
<td>6350 Fairview Ave Boise, ID</td>
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<tr>
<td>Fire Station #5</td>
<td>505 S. Capitol Blvd Boise, ID</td>
<td>X</td>
<td>X</td>
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</tbody>
</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
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<td>Fire Station #6</td>
<td>6350 Fairview Ave</td>
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<td>6933 Franklin Rd.</td>
<td>5801 Franklin Rd</td>
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<td>X</td>
</tr>
<tr>
<td>Boise, Idaho 83709</td>
<td>1107 N. Curtis Rd</td>
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<td>X</td>
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<td>X</td>
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<td>Fire Station #7</td>
<td>4115 S. Broadway</td>
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<tr>
<td>1666 Commerce Ave.</td>
<td>3200 S. Vista Ave</td>
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<td>2689 S. Federal Way</td>
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<td></td>
<td>Boise, ID</td>
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<td>Fire Station #8</td>
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<td>X</td>
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<tr>
<td>3575 W Overland Rd</td>
<td>4190 Nez Perce</td>
<td>X</td>
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<td>X</td>
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<td>X</td>
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<tr>
<td>Boise, Idaho 83705</td>
<td>5797 W. Overland Rd</td>
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<tr>
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<tr>
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Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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4.) Car Wash Availability and Cost – Sedan/Light Duty Pickup (50 Points)

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<tr>
<th>Item</th>
<th>Cost Each</th>
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<tr>
<td>Basic Wash</td>
<td>$4</td>
<td>Includes a $2 discount per wash.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(regular cost $6)</td>
</tr>
<tr>
<td>Premium Wash</td>
<td>$6</td>
<td>INCLUDES a $2 discount per wash.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(regular cost $8)</td>
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</table>

Describe Carwash services available

Our Basic Wash is our “Economy” wash. Regular cost is $6, offered to the City at $4. This includes a high-pressure wash, spot free rinse and a power dry.

Our Premium Wash is our “Luxury” wash. Regular cost is $8, offered to the City at $6. This includes a high-pressure wash, spot free rinse, triple foam conditioner, clear coat shine, bug prep, tire & wheel cleaner, complete surface protection and a power dry.

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Car washes must be purchased at the sales counter to receive the discounted price.

Provide a list of Car Wash Locations and Hours of Operation

- 6350 Fairview Ave. Open 24 Hours
- 3291 E. Pine. Open 24 Hours
- 1585 S. Meridian Road. Open 24 Hours
- 8000 W. Overland Road. Open 24 Hours
Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. Reference points will be awarded based on projects with similar size and scope of work. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

<table>
<thead>
<tr>
<th>(Name)</th>
<th>(Address)</th>
<th>(Phone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darin Driscoll</td>
<td>Meridian, ID</td>
<td>83642</td>
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<table>
<thead>
<tr>
<th>(Name)</th>
<th>(Address)</th>
<th>(Phone)</th>
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<tbody>
<tr>
<td>Alan Moore</td>
<td>Meridian, ID</td>
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<table>
<thead>
<tr>
<th>(Name)</th>
<th>(Address)</th>
<th>(Phone)</th>
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<tbody>
<tr>
<td>Carol Chaffin</td>
<td>Boise, ID</td>
<td>83713</td>
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</table>
Dear Ms. Leatham,

Jacksons Food Stores is pleased to provide a bid to supply the City of Boise with fuel. Jacksons has been a provider of fuel to the City of Boise since 2008 and we look forward to being able to continue this relationship. We have continually provided the City with Top Tier Shell fuel and quality car washes at a discounted price.

The Shell gasoline offered at Jacksons Food Stores exceeds the stringent requirements of the world’s top automakers - Audi, BMW, General Motors, Honda, Toyota and Volkswagen - and is certified as a TOP TIER Detergent Gasoline. The gasoline contains patented and exclusive Shell Nitrogen Enriched Cleaning System that actively cleans performance-robbing gunk from intake valves and fuel injectors. The Shell patented detergent works to protect the engine while improving fuel efficiency and engine life. Please see the included information provided directly from Shell.

Jacksons Food Stores has been a positive presence throughout the Treasure Valley since being founded in 1975. Since 1975, Jacksons has grown to become one of the largest privately held corporations in Idaho and all company operations currently employ over 1,300 associates in the State of Idaho.

With the help of our employees and customers, Jacksons Food Stores has given millions of dollars for local charities/communities including St. Alphonsus Regional Medical Center, St. Luke’s Medical Center, Idaho Partners for Justice, St. Jude’s Children’s Hospital, Boys & Girls Clubs of Ada country, Big Brothers Big Sisters of Southwest Idaho, American Red Cross, Paint the Town, College of Idaho, Boise State University, Boise Rescue Mission, numerous local teams, high schools and many more. Jacksons has also partnered with the Idaho Coalition Against Sexual & Domestic Violence matching dollar for dollar for a total of $1.5M over the last 15 years.

Jacksons Food Stores prides itself in being a strong positive influence on the local community. This year, through one of our joint ventures ExtraMile, Jacksons was a main sponsor for the first Boise Goes the ExtraMile Fun Run as part of the celebration of the Boise Greenbelt’s 50th Birthday. Jacksons plans to continue this partnership with Boise Parks and Recreation and Boise State University to make the run an annual free event.
As part of Together Treasure Valley, Jacksons has donated to the following with a direct impact on the Boise community. This includes Together Treasure Valley public benches, The Children’s Pop Up Library for the Boise Public Library, Gateway Public Art for Vista, Our Path Home, and Dog Island in the SW corner of Ann Morrison Park.

Jacksons Food Stores also recognizes that helping our local police departments engage with the youth of the communities can have a dramatic positive influence on the community. Because of this, we have partnered with other police departments to donate coupons that can be handed out when a police officer witnesses a commendable youth behavior in the community. This is a program we would like to work with the City of Boise Police Department to implement as we feel it has a strong positive impact on the community. Attached is a letter that our Loss Prevention Manager, Lance Heindel, sent to the Portland Police Bureau describing this program.

We want to thank the City of Boise for this opportunity. We truly hope that our partnership will continue well into the future and we look forward to being a preferred provider of fuel for many years to come.

Thank you,

Michael DeMark

Michael DeMark
Fleet Card Sales
Jacksons Food Stores
michael.demark@jacksonenergyco.com
208-409-9210
No matter what you drive, this formulation works in all types of engines, both conventional and modern.

In conventional engines, the unique, patented Shell Nitrogen Enriched Cleaning System cleans and protects intake valves and fuel injectors, so the engine can perform at its best.

In modern engines, like direct injection and turbo-charged, fuel injectors are subject to greater heat and pressure, which can cause a breakdown of cleaning agents. The Shell Nitrogen Enriched Cleaning System is designed to maintain thermal stability and work under extremely hot engine temperatures, actively protecting against performance-robbing gunk.
Lance Heindel  
3450 Commercial Court  
Meridian, ID 83642  
208.880.1721  
lance.heindel@jacksons.com

August 1st, 2018

Bryan Parman  
Portland Police Bureau - North Precinct  
449 NE Emerson St  
Portland, OR 97211

Bryan,

Thank you, for the opportunity to support the City of Portland. Jackson’s Food Stores, has tremendous respect for the job your teams do and the positive impact it has on the community. The safety of employees would hopefully be any company’s greatest objective; at JFS, it is. By supporting PPB, we are supporting the City of Portland in a continued effort to make our city one of the most livable in the NW.

The ability to engage youth in the community provides a way to touch more lives in a positive manner, recognize safety & hard work, give back to the community, tackle perception or bias – But, most importantly, to positively shape and mold the generations that are to come. These are the next generation’s future leaders. I feel safe in saying our goals, are likely very much aligned.

In this box you will find, 5,000 coupons. The sole purpose of these coupons are to create meaningful social interactions; to provide a vehicle to engage when you see examples of commendable youth behavior in the community. This is not an all-inclusive list, but here are some examples of our vision for intended distribution of the coupon:

- Promote safety when seeing helmets used or other safe behavior, i.e. using crosswalks
- A platform to positively engage youth, when otherwise the situation may have been too difficult to approach
- An officer sees hard work, integrity, or respect and would like to offer positive reinforcement
- Good deeds, or volunteer work

We have an internal culture that believes in police support. We have a strong relationship with the Boise Police Department and we are very lucky in this regard. This relationship, we are looking to emulate in our other markets. We believe a strong partnership between retailers and law enforcement provides value to the community. If your officers or detectives ever need video for an investigation, we will always be available and ready to help.

If you have any questions, please don’t hesitate to reach out. I look forward to hearing any feedback as it relates to the program as we get a little further along.

Sincerely,

Lance Heindel
YOUTH ENGAGEMENT

Jacksons has teamed up with several police departments to help support our communities. This engagement program is designed to reward youth in the community for making positive impacts. We have donated coupons to be handed out by law enforcement in these great cities: Portland, Tacoma, Kent, Nampa and Caldwell.

The ability to engage youth in the community provides a way to touch more lives in a positive manner, recognize safety & hard work, give back to the community, tackle perception or bias and most important, to positively shape and mold the generations that are to come. These are the next generation’s future leaders and we are excited to have an opportunity to be part of this initiative. Each coupon can be redeemed for a cappuccino or fountain soda of any size!

Please make sure these amazing individuals are recognized when they redeem their tasty beverage!
<table>
<thead>
<tr>
<th>Store #</th>
<th>Address</th>
<th>City/State/Zip</th>
<th>24 HRS</th>
<th>Car Wash</th>
<th>Fuel Type</th>
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<tbody>
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<td>2</td>
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<td>Boise, ID 83702-7119</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
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<tr>
<td>3</td>
<td>128 5th St.</td>
<td>Wilder, ID 83676-6030</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl/DEF</td>
</tr>
<tr>
<td>5</td>
<td>1407 Franklin Blvd.</td>
<td>Nampa, ID 83651-6762</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl/DEF</td>
</tr>
<tr>
<td>7</td>
<td>3110 W. State St.</td>
<td>Boise, ID 83703-5876</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>10</td>
<td>2728 S. Orchard St.</td>
<td>Boise, ID 83705</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>11</td>
<td>1585 S. Meridian Rd.</td>
<td>Meridian, ID 83642-3015</td>
<td>Yes</td>
<td>Yes</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>13</td>
<td>1320 SW 4th Ave.</td>
<td>Ontario, OR 97914-4539</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl/NE</td>
</tr>
<tr>
<td>14</td>
<td>2323 N. Bogus Basin Rd.</td>
<td>Boise, ID 83702-0903</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>20</td>
<td>1107 N. Curtis Rd.</td>
<td>Boise, ID 83706-1233</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>22</td>
<td>7 E. Main St.</td>
<td>Middleton, ID 83644-5823</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>25</td>
<td>5985 Glenwood St.</td>
<td>Garden City, ID 83714-1345</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>26</td>
<td>330 W. 3rd (Main) St.</td>
<td>Kuna, ID 83634</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>28</td>
<td>6350 W. Fairview Ave.</td>
<td>Boise, ID 83704-7771</td>
<td>Yes</td>
<td>Yes</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>31</td>
<td>4133 W. Rose Hill St.</td>
<td>Boise, ID 83705-1454</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>34</td>
<td>3200 S. Vista Ave.</td>
<td>Boise, ID 83705-4715</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>35</td>
<td>522 Cherry Ln.</td>
<td>Meridian, ID 83642-1651</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>36</td>
<td>818 N. 8th St.</td>
<td>Boise, ID 83702-5521</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>42</td>
<td>791 N. Garden St.</td>
<td>Boise, ID 83706-2022</td>
<td>No</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>44</td>
<td>897 S. Cole Rd.</td>
<td>Boise, ID 83709-1864</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>46</td>
<td>4190 Nez Perce St.</td>
<td>Boise, ID 83705-2954</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>49</td>
<td>4608 S. Cole Rd.</td>
<td>Boise, ID 83709-5913</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>50</td>
<td>1575 E. Boise Ave.</td>
<td>Boise, ID 83706-5064</td>
<td>No</td>
<td>No</td>
<td>Reg/Prem/Dsl/NE</td>
</tr>
<tr>
<td>51</td>
<td>6225 S. Five Mile Rd.</td>
<td>Boise, ID 83709-6765</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>52</td>
<td>1203 S. Orchard St.</td>
<td>Boise, ID 83705-2614</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>53</td>
<td>6010 W. State St.</td>
<td>Boise, ID 83703</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>54</td>
<td>8990 W. Overland Rd.</td>
<td>Boise, ID 83709-1650</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>56</td>
<td>66 E. State St.</td>
<td>Meridian, ID 83642-2343</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>57</td>
<td>30 W. State St.</td>
<td>Eagle, ID 83616-4958</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>59</td>
<td>2513 Caldwell Blvd.</td>
<td>Nampa, ID 83651-1517</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl/NE</td>
</tr>
<tr>
<td>60</td>
<td>224 22nd Ave. S.</td>
<td>Nampa, ID 83651-4470</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>61</td>
<td>927 Caldwell Blvd.</td>
<td>Nampa, ID 83651-1710</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>62</td>
<td>100 Caldwell Blvd.</td>
<td>Nampa, ID 83651-2333</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>63</td>
<td>101 E. Logan St.</td>
<td>Caldwell, ID 83605-4833</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>64</td>
<td>2406 S. Montana Ave.</td>
<td>Caldwell, ID 83605-5453</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>65</td>
<td>830 2nd Ave. S.</td>
<td>Payette, ID 83661-2817</td>
<td>No</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>77</td>
<td>585 W. 6th St.</td>
<td>Mountain Home, ID 83647-3397</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl/NE/DEF</td>
</tr>
<tr>
<td>81</td>
<td>2689 S. Federal Way</td>
<td>Boise, ID 83705-4468</td>
<td>No</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>82</td>
<td>402 N. 10th Ave.</td>
<td>Caldwell, ID 83605-3401</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>85</td>
<td>612 Northside Blvd.</td>
<td>Nampa, ID 83687-3238</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl/NE/DEF</td>
</tr>
<tr>
<td>86</td>
<td>1005 Broadway Ave.</td>
<td>Boise, ID 83706-3624</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>105</td>
<td>3291 E. Pine Ave.</td>
<td>Meridian, ID 83642</td>
<td>Yes</td>
<td>Yes</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>115</td>
<td>20038 Highway 20/26</td>
<td>Notus, ID 83656</td>
<td>No</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>117</td>
<td>4315 Garrity Rd.</td>
<td>Nampa, ID 83687</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>119</td>
<td>9016 Ustick Rd.</td>
<td>Boise, ID 83704</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>120</td>
<td>4400 W. Chinden Blvd.</td>
<td>Boise, ID 83714</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>121</td>
<td>5801 Franklin Rd.</td>
<td>Boise, ID 83709</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>122</td>
<td>5797 Overland Rd.</td>
<td>Boise, ID 83705</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>123</td>
<td>2405 S. Vista Ave.</td>
<td>Boise, ID 83705</td>
<td>Yes</td>
<td>No</td>
<td>Reg/Prem</td>
</tr>
<tr>
<td>126</td>
<td>2420 E. Linden St.</td>
<td>Caldwell, ID 83605</td>
<td>No</td>
<td>No</td>
<td>Reg/Prem/Dsl</td>
</tr>
<tr>
<td>146</td>
<td>8000 W. Overland Rd.</td>
<td>Boise, ID 83709</td>
<td>Yes</td>
<td>Yes</td>
<td>Reg/Prem/Dsl</td>
</tr>
</tbody>
</table>
Good afternoon Tammi

The discount is calculated as a % of net spend on the card which is the total after all expenses, taxes, and deductions.

Please let me know if you need further clarification

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com

On Apr 9, 2020, at 3:59 PM, Tammi Leatham <TLeatham@cityofboise.org> wrote:

Good Afternoon,

The City of Boise is needing some additional clarification on your proposal.

Please let me know the response to the below:
The pump price of fuel at retail locations includes applicable Federal and State fuel taxes. Please advise does the % discount offered apply to the fuel taxes.

Does the discount percentage offered apply to the Federal Tax amount?  YES  NO
Does the discount percentage offered apply to the State Tax amount?  YES  NO

Thank you,
Tammi

Tammi Leatham
Purchasing Specialist
Department of Finance and Administration
Office: (208)608-7158
tleatham@cityofboise.org

Making Boise the most livable city in the country.
Good afternoon Tammi, yes that is correct.

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210 <tel:%28208%29%20409-9210>
michael.demark@jacksonenergyco.com <mailto:michael.demark@jacksonenergyco.com>
www.jacksonenergyco.com <https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.jacksonenergyco.com&data=01%7C01%7Cjmerry%40cityofboise.org%7C619ae8d45c534da5277808d7e0a23c98%7Cda3e15835c884f8ea832bd79cbd319cb%7C0&sdata=hkixXjStP2zEvI7U2%mvt%2fuD6v%2fjKzrZz2%2f%3D&reserved=0>

On Apr 14, 2020, at 12:21 PM, Tammi Leatham <TLeatham@cityofboise.org> wrote:

Hi Michael -

As I read this Jackson’s is referring to net spend. It appears net spend is the amount of the transaction less taxes. Can you please clarify to assure this is correct?

One Gallon of Fuel at Pump Price

Less Federal Tax Amount

Less State Tax Amount

= Net Cost of Fuel applicable to the % discount offered

Thank You,

Tammi

---

On Apr 9, 2020, at 3:38 PM, Tammi Leatham <TLeatham@cityofboise.org> wrote:

TO: Tammi Leatham

CC: Jolene Merry

SUBJECT: [External] Proposal Clarification II

Good Afternoon Tammi,

The City of Boise is needing some additional clarification on your proposal. Please let me know the response to the below:

Does the discount percentage offered apply to the Federal Tax amount?  YES  NO

Does the discount percentage offered apply to the State Tax amount?  YES  NO

Thank you,

Tammi

---

From: Michael DeMark <michael.demark@jacksonenergyco.com >
Sent: Thursday, April 9, 2020 4:30 PM
To: Tammi Leatham <TLeatham@cityofboise.org >
Cc: Terry Sevy- Contact <terry.sevy@jacksonoilco.com >
Subject: [External] Proposal Clarification II

Good afternoon Tammi

The discount is calculated as a % of net spend on the card which is the total after all expenses, taxes, and deductions.

Please let me know if you need further clarification.

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210 <tel:%28208%29%20409-9210>
michael.demark@jacksonenergyco.com <mailto:michael.demark@jacksonenergyco.com>
www.jacksonenergyco.com <https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.jacksonenergyco.com&data=01%7C01%7Cjmerry%40cityofboise.org%7C619ae8d45c534da5277808d7e0a23c98%7Cda3e15835c884f8ea832bd79cbd319cb%7C0&sdata=hkixXjStP2zEvI7U2%mvt%2fuD6v%2fjKzrZz2%2f%3D&reserved=0>
Good morning Tammi

Yes that is something we would be willing to do.

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com

On Apr 16, 2020, at 9:45 AM, Tammi Leatham <TLeatham@cityofboise.org> wrote:

Thank you Michael,

The City would like to see if Jackson's would be willing to negotiate terms before we issue the Intent to Award.

Thank you,
Tammi

Good afternoon Tammi, yes that is correct

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com
On Apr 14, 2020, at 12:21 PM, Tammi Leatham
<TLeatham@cityofboise.org> wrote:

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One Gallon of Fuel at Pump Price
Less Federal Tax Amount
Less State Tax Amount
= Net Cost of Fuel applicable to the % discount offered

Thank You
Tammi

From: Michael DeMark <michael.demark@jacksonenergyco.com>
Sent: Thursday, April 9, 2020 4:30 PM
To: Tammi Leatham <TLeatham@cityofboise.org>
Cc: Terry Sevy- Contact <terry.sevy@jacksonoilco.com>
Subject: [External] Re: [** EXTERNAL **] RFP 20-205 Proposal Clarification

Good afternoon Tammi

The discount is calculated as a % of net spend on the card which is the total after all expenses, taxes, and deductions.

Please let me know if you need further clarification

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com

On Apr 9, 2020, at 3:59 PM, Tammi Leatham
<TLeatham@cityofboise.org> wrote:
Good Afternoon,

The City of Boise is needing some additional clarification on your proposal.

Please let me know the response to the below:
The pump price of fuel at retail locations includes applicable Federal and State fuel taxes. Please advise does the % discount offered apply to the fuel taxes.

Does the discount percentage offered apply to the Federal Tax amount?   YES    NO
Does the discount percentage offered apply to the State Tax amount?    YES    NO

Thank you,
Tammi

Tammi Leatham
Purchasing Specialist
Department of Finance and Administration
Office: (208)608-7158
tleatham@cityofboise.org

Making Boise the most livable city in the country.
Tammi

First we want to thank you for the opportunity. Second, we have done an internal review and we are prepared to increase our total discount offered to 3.5%.

Please let me know if you have any other questions.

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com
www.jacksonenergyco.com

That works great — thank you!

Thank you Tammi. We will be in touch tomorrow AM if that is ok with you?

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com

On Apr 22, 2020, at 2:13 PM, Tammi Leatham <TLeatham@cityofboise.org> wrote:
Hi Michael and Terry,

The City is on our final review process for awarding contracts for the Fuel project and we would like to request best and final discounts for volume purchases through Shell. We are requesting discounts based on monthly purchase volume with your best pricing approach. Expected purchase volume is in detailed in the RFP bid documentation. Based upon your response & discounts, we would propose signing contracts no later than April 24, 2020 with Contract Council Approval the week of May 4th.

Thank you,
Tammi

From: Michael DeMark <michael.demark@jacksonenergyco.com>
Sent: Wednesday, April 22, 2020 11:01 AM
To: Tammi Leatham <TLeatham@cityofboise.org>
Cc: Terry Sevy- Contact <terry.sevy@jacksonoilco.com>; Jolene Merry <jmerry@cityofboise.org>
Subject: RE: [External] Re: [** EXTERNAL **] RFP 20-205 Proposal Clarification

Good morning Tammi

Just wanted to check back in with you regarding the subject below

Thanks!

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com
www.jacksonenergyco.com

From: Tammi Leatham [mailto:TLeatham@cityofboise.org]
Sent: Thursday, April 16, 2020 9:45 AM
To: Michael DeMark <michael.demark@jacksonenergyco.com>
Cc: Terry Sevy- Contact <terry.sevy@jacksonoilco.com>; Jolene Merry <jmerry@cityofboise.org>
Subject: RE: [External] Re: [** EXTERNAL **] RFP 20-205 Proposal Clarification

Thank you Michael,

The City would like to see if Jackson’s would be willing to negotiate terms before we issue the Intent to Award.

Thank you,
Tammi

From: Michael DeMark <michael.demark@jacksonenergyco.com>
Sent: Tuesday, April 14, 2020 12:33 PM
To: Tammi Leatham <TLeatham@cityofboise.org>
Cc: Terry Sevy- Contact <terry.sevy@jacksonoilco.com>; Jolene Merry <jmerry@cityofboise.org>
Subject: Re: [External] Re: [** EXTERNAL **] RFP 20-205 Proposal Clarification

Good afternoon Tammi, yes that is correct

Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com

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Sent: Thursday, April 9, 2020 4:30 PM
To: Tammi Leatham <TLeatham@cityofboise.org>
Cc: Terry Sevy- Contact <terry.sevy@jacksonoilco.com>
Subject: [External] Re: [** EXTERNAL **] RFP 20-205 Proposal Clarification

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Michael DeMark
Jackson Energy
Territory Manager
Mobile: (208) 409-9210
michael.demark@jacksonenergyco.com

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Does the discount percentage offered apply to the State Tax amount?  YES  NO

Thank you,
Tammi
Making Boise the most livable city in the country.
CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 20-205A

Project: City Wide Fuel
Vendor: Jacksons Food Stores, Inc.
Owner: Fleet Services, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this 27 day of April, 2020, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Jacksons Food Stores, Inc., hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

1. Statement of Work: The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:
   - Bid Proposal
   - Contract Agreement
   - Specifications
   - Acknowledgements
   - Liability Insurance
   - Automobile Insurance
   - Workers’ Compensation

Services to be provided: City Wide Fuel and related services

2. Amount of Contract: In a combined total amount Not to Exceed: $730,000.00

3. Time of Performance: All work and products described in the Scope of Work shall be completed within one year from the date hereof. The term may be modified by mutual written agreement of the parties.

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

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

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

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

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

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

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

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

   **City of Boise**
   Fleet Services
   4833 W Dorman
   Boise, Idaho 83705

   **Jacksons Food Stores, Inc.**
   3450 Commercial Ct
   Meridian, Idaho 83642

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

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 shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

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

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

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 City deems appropriate.

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

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

16. **Compliance with Laws:** In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. **Changes:** The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in
Vendor's compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

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

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

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

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

21. 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.

22. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.
23. **Renewal**: This agreement shall not be valid for more than one year from the date of approval by the Owner. This agreement is renewable upon mutual agreement by both parties. **Six (6) annual renewals shall be allowed.**

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

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

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

27. **Acceptance and Final Payment**: Upon receipt of notice that the 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 Vendor issue a final payment request.

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

Jacksons Food Stores, Inc.
3450 Commercial Ct
Meridian, Idaho 83642

[Signature]

Date 4/7/20

Print Name [Cory J. Jackson]

ACKNOWLEDGEMENT
RFP 20-205A

State of [Idaho]
County of [Ada]

On the 27th day of April, 2020, before me, the undersigned Notary Public, personally appeared [Cory J. Jackson], 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]

[Seal]

Amanda Howard
Notary Public for Idaho

Residing at [Boise, ID]
Commission Expires: 10/07/21
Purchasing Contract Number RFP 20-205A

Approved as to form and content:

[Signature]
Department
4/27/2020
Date

Colin Miller
Purchasing Agent
4/27/20
Date

[Signature]
Legal Department
4/27/2020
Date

City of Boise

Approved by:

[Signature]
Mayor
Date

Attest:

[Signature]
City Clerk
Date

Contract amount:
In a combined total NTE $730,000.00
TO: Mayor and Council  
FROM: Colin Millar, Purchasing  
NUMBER: RES-181-20  
DATE: April 28, 2020  
SUBJECT: RFP 20-205B; City Wide Fuel; Fleet; Stinker Stores; combined amount NTE $730,000.

BACKGROUND:

The Fleet Services Department solicited proposals to establish annual contracts for Citywide fuel purchases utilized by all City Fleet vehicles at retail style fuel stations. This includes multiple fuel types including Unleaded, Diesel, Biodiesel, E85 and Non-Ethanol. Fuel costs including discounts, station locations and number of 24/7 locations were the primary determining factors in the award process.

BID RESULTS:

The proposals were opened March 18, 2020, at 2:00 p.m. local time. Sixteen (16) companies received plan sets and were entered on the plan holders list. Five (5) proposals were received.

<table>
<thead>
<tr>
<th>PROPOSER</th>
<th>SCORE</th>
<th>SLEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stinker Stores</td>
<td>969</td>
<td>Yes: Boise, Idaho</td>
</tr>
<tr>
<td>Jacksons Food Stores, Inc.</td>
<td>933</td>
<td>Yes: Meridian, Idaho</td>
</tr>
<tr>
<td>Boyett Petroleum</td>
<td>896</td>
<td>No: Modesto, California</td>
</tr>
<tr>
<td>Pinnacle Petroleum, Inc.</td>
<td>886</td>
<td>No: Huntington Beach, California</td>
</tr>
<tr>
<td>Franklin United, Inc.</td>
<td>877</td>
<td>Yes: Boise, Idaho</td>
</tr>
</tbody>
</table>

(1000 Points were available)

Fleet Services staff reviewed the proposals for accuracy, completeness, and responsiveness. The proposals were evaluated on the selection criteria included in the specification to rank the
proposals. The two (2) best qualified/highest ranked proposers, both having significant local preference, one of which is Stinker Stores, has been contacted by Fleet Services staff and indicated that they would like to proceed with the project.

**RECOMMENDATION:**

Finance and Administration and Fleet Services staff recommend that RFP 20-205B is awarded to the best qualified/highest ranked proposer with significant local preference, Stinker Stores, in a combined total not to exceed $730,000. Award of this contract is subject to compliance requirements. Jacksons Food Stores, Inc. by contract identified as RFP 20-205A will be recommended concurrently under a separate resolution.

**FINANCIAL IMPACT:**

Department has confirmed sufficient funding is available for this obligation.

**ATTACHMENTS:**

- RFP 20-205 Specs (E)(PDF)
- RFP 20-205 Attachment 1 (E) (DOCX)
- RFP 20-205 Addendum 1 (E) (PDF)
- RFP 20-205 Addendum 1 Attachment 2 (E) (DOCX)
- RFP 20-205 Addendum 2 (E) (PDF)
- RFP 20-205 Stinker (PDF)
- RFP 20-205 Stinker Proposal Clarification (PDF)
- RFP 20-205B Stinker Contract (PDF)
BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-205(B)
CITY WIDE FUEL, BETWEEN THE CITY OF BOISE CITY (FLEET SERVICES) AND
STINKER STORES; 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 Fleet Services staff recommended award
of RFP 20-205B, City Wide Fuel, to Stinker Stores.

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 RFP 20-205B City Wide Fuel by and
between the city of Boise City and Stinker Stores, 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.
CITY OF BOISE
FLEET SERVICES
REQUEST FOR PROPOSAL

RFP 20-205
City Wide Fuel

Addenda
1. ____________
2. ____________
3. ____________
4. ____________
5. ____________

Attachment: RFP 20-205 Specs (E) (RES-181-20 : RFP 20-205B; City Wide Fuel; Fleet; Stinker Stores; combined amount NTE $730,000.)
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<td>Terms and Conditions</td>
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<td>Bid Proposal Signature Page</td>
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Attachment 1 - For ease of completion, the Word version of the Bid Schedule is attached. The PDF version shall be the version of record should discrepancies occur.
February 24, 2020

Dear Proposer:

The City of Boise, Idaho will accept sealed PROPOSALS at the Purchasing Office, 150 N. Capitol Blvd., Boise, Idaho, 83702, until March 18, 2020 @ 2:00 PM local time. Immediately thereafter, all PROPOSALS will be opened and publicly read in the presence of the Proposers at Boise City Hall.

PROPOSALS Will Consist Of: RFP 20-205; CITY WIDE FUEL, FLEET SERVICES, Boise City

Scope of Work: The City intends to establish annual contracts to furnish a Citywide Fuel supply. The requested fuels shall be Diesel, Bio-Diesel, Unleaded, Non-Ethanol and E85 as required. The annual consumption is an estimate and the City reserves the right to purchase only the quantities necessary. The City will consider fuel costs and filling locations as primary determining factors in the award process. The awarded contract will be for a period of one year, with the option for 6 annual renewals. Carwashes, if available may be included in this contract.

Recognizing the fact that distributors cannot guarantee a fixed price for an extended length of time, The City of Boise will receive bids for fuels that reflect a percentage discount off of the per-gallon pump retail price.

Proposals will be prepared per the specifications detailed within the Request for Proposal document. Bid/Proposal documents 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.

<table>
<thead>
<tr>
<th>IMPORTANT DATES:</th>
<th>DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions &amp; Clarification Due</td>
<td>March 13, 2020 at noon local time</td>
</tr>
<tr>
<td>Bids/Proposals Due</td>
<td>March 18, 2020 @ 2:00 PM local time</td>
</tr>
</tbody>
</table>

In determining the best qualified proposal, Purchasing will consider all acceptable proposals on a basis consistent with RFP requirements.

The City intends to award contracts to multiple suppliers; however, the City reserves the right to award to more than one proposer.

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.

CITY OF BOISE, IDAHO
RFP 20-205
City Wide Fuel

PROPOSAL INSTRUCTIONS AND INFORMATION

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

   Boise City Purchasing Office
   150 N Capitol Blvd
   Boise, ID 83702
   RFP 20-205 City Wide Fuel

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

   OR

• E-Proposals: Electronic Proposals submitted through DemandStar or BidNet will also be accepted for this project. 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 proposal. Proposals without written signature will not be accepted.

• All E-Proposals must be submitted before the scheduled bid/proposal opening. In the event of a technology failure, the City reserves the right to accept all 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 proposals after the scheduled time for opening.

• The Owner is the City of Boise.

• ALL PROPOSALS MUST BE SIGNED.

• If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Proposal. Where 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.
These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Request for Proposal
It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

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

1.3 Evaluation of Proposer
Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Boise employees, and may include citizens of the City.

1.4 Insurance
The Contractor will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the City as a named insured (Attn: Purchasing), 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 thirty (30) days written notice thereof to the Contractor and the 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 Purchasing.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this contract.

   a. Contractor's and Subcontractor's Insurance. The Contractor will not commence providing service under the contract until Contractor has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Contractor hereunder.

   b. Compensation and Employer's Liability Insurance. The Contractor will maintain during the life of this contract, the statutory workers' compensation, in addition,
employer's liability insurance in an amount not less than $500,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Contractor will require the Subcontractor similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.

The minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

1.5 Reserved Rights
The City of Boise reserves the right to accept or reject proposals. The City may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

1.6 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.
1.7 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 Proposal pricing.

1.8 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process
Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the Department of Finance & Administration, to be received no later than noon, three (3) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may modify the proposal documents, 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 Proposer.

Written requests and protests are to be directed to:
Tammi Leatham
City of Boise Purchasing
150 N. Capitol Blvd.
Fax 208-384-3995
tleatham@cityofboise.org

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

1.10 Modification and Withdrawal of Bid/Proposal
A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.11 Proposal Questions
Questions and responses of any one Proposer, which the City of Boise deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Boise may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.12 Idaho’s Reciprocal Preference Law
To the extent permitted by federal law, reciprocal preference applies to any purchase of
materials, supplies, services or equipment that is competitively bid. See Idaho Code §67-2349.

Reciprocal Preference Information: https://www.naspo.org/reciprocity1

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

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

1.14 Award Criteria
Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include annual pricing, experience, references, compliance to the specifications and requirements for the service. The contract may be awarded to one or multiple Proposers.

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
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<tbody>
<tr>
<td>Billing Format</td>
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<tr>
<td>Discount/ Cost</td>
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</tr>
<tr>
<td>Number of 24/7 Locations</td>
<td>300</td>
</tr>
<tr>
<td>Station Locations</td>
<td>300</td>
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<tr>
<td>Car Washes</td>
<td>50</td>
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<tr>
<td>Alternative Fuels</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>1000</td>
</tr>
</tbody>
</table>

*Reference points will be awarded based on projects with similar size and scope of work.*

The City of Boise reserves the right to use the Cost per point method for evaluation purposes.

1.15 Number of Awards
The City of Boise intends to award to multiple Proposers capable of fulfilling the anticipated volume needs for the City. Should the City determine at any time during the term of the resulting award(s) that the number of awarded Proposers is not adequate to properly fill these needs, the City reserves the right to make awards to Proposers who submitted responses to the original solicitation but were not awarded, or to re-issue the solicitation and make additional awards as necessary. If the solicitation is re-issued, Contractors who have contracts in good standing will not be required to respond.

1.15.1 The City reserves the right to decline to award a contract if it is determined that the proposed pricing is not competitively priced based on similar contracts with public agencies within the State of Idaho.

1.15.2 The City reserves the right to select the bid, which best suits the City’s needs. Regardless of City staff’s recommendation, the City Council reserves
the right to award a contract to the bidder that best suits the City’s needs as determined by the City Council whether or not said award is consistent with City staff’s recommendation for award.

1.16 Proposal and Price Guarantee
It is desired that the submitted proposal remains in effect for a minimum of 120 days, along with all proposal pricing. If this is not accepted, Proposer is to so indicate.

1.17 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 1.8 herein.

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

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

1.18 Payments and Billings
The awarded Proposer will submit all invoices to:
Payments through City Hall are processed weekly. The awarded Proposer can expect the City to issue and mail payment within 45 days after receipt of invoice.

In the event the City fails to comply with the 45 day time period for payment, the awarded Proposer may add to the next invoice interest at the rate of 2% plus the rate determined under section 1274(d), Internal Revenue Code, by the secretary of the treasury of the United States as the midterm federal rate as it applies on September 15 of the immediately preceding calendar year rounded to the nearest whole number. This interest rate is set per Idaho Code Sections 67-2302(7) and 63-3045(7)(c). An awarded proposer may not charge the City interest for any other reason or amount. Further, an awarded proposer may not charge the City any fees or penalties not disclosed in its proposal and incorporated into a contract.

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

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

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, to award on an "each item" basis (however, the Proposer may indicate "all or none"), and to accept the proposal deemed most advantageous to the best interest of the City of Boise.
2.1 **Assignment or Subcontracting**
The Consultant may not assign or transfer this agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Boise. If the City of Boise consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

2.2 **Contract**
The selected firm(s) will be expected to execute a contract with the City of Boise. Specific exception must be proposed prior to bid/proposal opening.

2.3 **Ownership and Access to Records**
While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the City of Boise and the Consultant, records will normally become the property of the City of Boise and subject to state law and City of Boise policies governing privacy and access to files.

2.4 **Examination of Records**
The City of Boise shall have access to and the right to examine any pertinent books, documents, papers, and records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

2.5 **Conflict of Interest**
   2.5.1. The Consultant shall not hire any officer or employee of the City of Boise to perform any service covered by this Agreement.
   
   2.5.2. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the City of Boise.
   
   2.5.3. The Consultant shall not be in a reporting relationship to a City of Boise employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

2.6 **Copyright**
The City of Boise shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant warrants that all creators of copyrightable material delivered under this Agreement to the City of Boise are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant, and that such creation is within the course and scope of the creator's employment.

2.7 **Non-Waiver**
Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach
of the same or similar term or condition.

2.8 No Third-Party Rights
Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

2.9 Standard for Performance
The parties acknowledge that the City of Boise, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.10 Attorney's Fees
In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.11 Applicable Law
The laws of the State of Idaho shall govern this agreement.

2.12 Rejection of Proposals
The City of Boise may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Boise. City of Boise is in no way obligated to any respondent for the work as set forth in the specifications.

2.12.1 The City of Boise reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.

2.12.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

2.12.3 If, in the opinion of the City of Boise, the solicitation does not result in reasonable prices to the City of Boise, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.
RFP 20-205
City Wide Fuel

PROJECT INFORMATION

General Description
The intent of this Invitation for Bid is to establish Price Agreement contracts with qualified suppliers to furnish City Wide Vehicle Fuel, at retail point of sale stations in accordance with the terms, conditions, and specifications contained herein.

Boise City operates a fleet of approximately 800 automobiles, trucks and equipment that will utilize the contract at retail fueling locations. Approximately $730,000.00 in ANNUAL purchases is expected. Products required are:

- Regular unleaded, minimum 87 octane: Unleaded gasoline rated at 87 octane or higher. The fuel will have the proper additive meeting current US ASTM specifications. The fuel can contain no more than 10 percent ethanol.

- Premium unleaded, minimum 91 octane: Unleaded gasoline rated at 91 octane or higher. The fuel will have the proper additive meeting current US ASTM specifications. The fuel can contain no more than 10 percent ethanol.

- Diesel, #2: All diesel specified shall be on road sulfur rated per Federal standard. The fuel will have an additive of #1 diesel or an equivalent cold weather additive and seasonally adjusted for temperatures as required from December 1 to February 28. If there is a charge for this additive, please indicate the specific amount on the bid form. No additional charge will be considered unless stated by the bidder in the bid document. The fuel will have the proper additive meeting current US ASTM specifications.

- Biodiesel, Biodiesel is a renewable fuel that can be manufactured from algae, vegetable oils, animal fats or recycled restaurant greases; it can be produced locally in most countries. It is safe, biodegradable and reduces air pollutants, such as particulates, carbon monoxide and hydrocarbons. Blends up to 20 percent biodiesel with 80 percent petroleum diesel (B20) can generally be used in unmodified diesel engines. If blend provided is less than 20% please indicate the specific amount on the bid form.

- E85, E85 is an alcohol fuel mixture that typically contains a mixture of up to 85% denatured fuel ethanol and gasoline or other hydrocarbon by volume. On an un-denatured basis, the ethanol component ranges from 70% to 83%.

- Non-ethanol, Regular unleaded Non-ethanol, minimum 87 octane: Unleaded gasoline rated at 87 octane or higher. The fuel will have the proper additive meeting current US ASTM specifications. The fuel can contain no ethanol.
Boise City is requesting bids from qualified bidders to provide:

1. Retail Pump Fuel Sales. 24 Hour, 7 days per week, access Retail Pump Fuel Sales.
   1.1. Fuel (regular unleaded, premium unleaded, diesel, biodiesel, E85, and non-ethanol gasoline if available), at the pump. Alternative fuels (E85, Biodiesel and non-ethanol) availability is to be quoted indicating pump location.
   1.2. MTBE: Selected provider will submit a statement certifying the products bid do not contain MTBE as a fuel additive.
   1.3. Service delivery (locations for fueling, and 24-hour access to pumps (through a card access system or 24-hour operation of the station).
   1.4. Credit and billing services (through the use of a vendor issued credit card, vehicle billing, or card access system).
   1.5. Accounting/Reporting information including but not limited to; daily electronic transaction files, monthly statements for each vehicle; backup documentation for each vehicle; a per vehicle billing with gallons, fuel type, and date of purchase, with reports configured to City specifications). Must be able to demonstrate ability to interface with the City’s Fleet Management Information System (FMIS) “Faster Asset Solutions”. Daily fuel files and all statements and billing statements MUST be an exact match; if exact match is not possible, please indicate guaranteed time of completion and current project status. Vendor shall supply on-line web access for card orders, vehicle and driver record maintenance, and financial accounting access, including reporting tools. Proposers must provide supporting documents, transaction files, and interface examples.

Below is a list of the data elements for the fuel import utility:

REQUIRED:

Equipment Number
Site/Pump defaulted for credit card companies, actual pump number for in-house fuel administration
Date
Time
Product Code
Cost
Quantity
Odometer
Transaction Number
Employee ID Number
RFP 20-205
City Wide Fuel
Return with Bid Proposal
BID PROPOSAL SIGNATURE PAGE

Name of Business: 
Please print or type

Address: 
City:
State: Zip Code:
Phone No.:
Signature: 
Printed Name: 
E-Mail 
Title: 
Date: 

Significant Local Economic Presence: _____ Yes; _____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council). **Provide local address if different than mailing address.**

Proposer Acknowledge Receipt of the Following Addenda:

☐ Addendum #1  ☐ Addendum #2  ☐ Addendum #3  ☐ Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

Number of days price will be guaranteed: 

(Requested minimum of 90 days)

PUBLIC AGENCY CLAUSE

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

Accept Public Agency Clause? Yes__________ No__________
BID SCHEDULE

1.) Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.

Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.

Please describe credit card usage and discount outside of local stations (nationwide).

Please provide information on your ability to provide an "unmarked" charge card or system for the undercover vehicles in use by the City. The "unmarked" system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.
Please describe the method or system that would be used to provide secure charge and billing services.


Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.


2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>Estimate</th>
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</thead>
<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>250,000 gal</td>
</tr>
<tr>
<td>Unleaded premium fuel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>#2 Diesel</td>
<td>60,000 gal</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>E85</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>1,000 gal</td>
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</tbody>
</table>

Note:
1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City's locations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded, Regular (min 87 Octane)</td>
<td>%</td>
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</tr>
<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td>%</td>
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<tr>
<td>Diesel #2</td>
<td>%</td>
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<tr>
<td>Biodiesel</td>
<td>%</td>
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<td>E85</td>
<td>%</td>
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<tr>
<td>Non-Ethanol</td>
<td>%</td>
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</tbody>
</table>

Alternative Fuels Availability (50 Points):

<table>
<thead>
<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Biodiesel</td>
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<td>E85</td>
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<td>Non-Ethanol</td>
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</table>
3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):
Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
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<tbody>
<tr>
<td>City Hall</td>
<td>150 N. Capitol Blvd</td>
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<td>City Hall West</td>
<td>333 N. Mark Stall Place</td>
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<td>City of Boise Fleet Services</td>
<td>4833 Dorman Street</td>
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<td>Fire Station #1</td>
<td>707 Reserve Street</td>
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<td>Fire Station #2</td>
<td>3551 Cartwright Rd.</td>
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<td>Fire Station #3</td>
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<td>Fire Station #4</td>
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<td>Fire Station #5</td>
<td>212 South 16th St.</td>
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Provide your closest station to the following City locations

Indicated with check mark, the service and fuel types available at these locations:

- U = Unleaded (all grades)
- D = Diesel
- #2 = Diesel #2
- BD = Bio-Diesel
- E85 = E85
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<tr>
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<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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<tbody>
<tr>
<td>Fire Station #6 6933 Franklin Rd. Boise, Idaho 83709</td>
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<td>Fire Station #7 1666 Commerce Ave. Boise, Idaho 83705</td>
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<td>Fire Station #8 3575 W Overland Rd Boise, Idaho 83705</td>
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<td>Fire Station #10 12065 W McMillan Rd Boise, Idaho 83713</td>
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<th>24Hr</th>
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<tbody>
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<td>5800 Glenwood</td>
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<td>Fire Station #17</td>
<td>3801 S. Cole Road</td>
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<td>Fire Station #18</td>
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<td>Garden City, Idaho 83714</td>
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<td>Fire Station #19</td>
<td>2855 Lockheed Lane</td>
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<td>Fire Station #20</td>
<td>5871 Hidden Springs Dr.</td>
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<td>Fire Logistics Shop</td>
<td>1791 West Shoreline Dr.</td>
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<td>Fire Training Facility</td>
<td>12142 Joplin Road</td>
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4.) Car Wash Availability and Cost - Sedan/Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Basic Wash</td>
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<tr>
<td>Premium Wash</td>
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</table>

Describe Carwash services available

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Provide a list of Car Wash Locations and Hours of Operation
REFERENCES

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. **Reference points** will be awarded based on projects with **similar size and scope of work**. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

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<tr>
<th>(Name)</th>
<th>(Address)</th>
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<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
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<th>(Name)</th>
<th>(Address)</th>
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<tbody>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
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</table>
SAMPLE CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER: RFP 20-205

Project: City Wide Fuel
Vendor: (Insert Vendor's Name)
Owner: Fleet Services, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this _____ day of __________, 2____, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and (Insert Vendor's Name), hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

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

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

Services to be provided: City Wide Fuel and related services

2. Amount of Contract: In a combined amount Not to Exceed: $730,000.00

3. Time of Performance: All work and products described in the Scope of Work shall be completed within one year from the date hereof. The term may be modified by mutual written agreement of the parties.

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

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

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

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

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

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

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

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

   City of Boise
   Fleet Services
   4833 W Dorman
   Boise, Idaho  83705

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

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

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 shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

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

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

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 City deems appropriate.

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

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

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

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

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

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

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

21. **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.

22. **Non-Appropriation**: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.
23. **Renewal**: This agreement shall not be valid for more than one year from the date of approval by the Owner. This agreement is renewable upon mutual agreement by both parties. **Six (6)** annual renewals shall be allowed.

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

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

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

27. **Acceptance and Final Payment**: Upon receipt of notice that the 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 Vendor issue a final payment request.

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

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

________________________________________
Signature             Date

________________________________________
Print Name

ACKNOWLEDGEMENT
RFP 20-205

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)

Page 29 of 30
PURCHASING CONTRACT NUMBER RFP 20-205

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

In a Combined total NTE $730,000.00
RFP 20-205 Attachment 1
City Wide Fuel
Return with Bid Proposal
BID PROPOSAL SIGNATURE PAGE

Name of Business: 
Please print or type
Address:
City:
State: Zip Code:
Phone No.:
Signature:
Printed Name:
E-Mail
Title:
Date:

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

Proposer Acknowledge Receipt of the Following Addenda:

☐ Addendum #1  ☐ Addendum #2  ☐ Addendum #3  ☐ Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any
or all Bids/Proposals as may appear to be in the best interest of the City and is authorized
to do business in Idaho.

Proposal Guarantee

Number of days price will be guaranteed: 

(Request minimum of 90 days)

PUBLIC AGENCY CLAUSE

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

Accept Public Agency Clause?  Yes ____________  No ____________
1.) Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.

Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.

Please describe credit card usage and discount outside of local stations (nationwide).

Please provide information on your ability to provide an "unmarked" charge card or system for the undercover vehicles in use by the City. The "unmarked" system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.
Please describe the method or system that would be used to provide secure charge and billing services.

Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.
2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>Estimate</th>
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<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>250,000 gal</td>
</tr>
<tr>
<td>Unleaded premium fuel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>#2 Diesel</td>
<td>60,000 gal</td>
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<tr>
<td>Biodiesel</td>
<td>5,000 gal</td>
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<tr>
<td>E85</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>1,000 gal</td>
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</tbody>
</table>

Note:
1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City’s locations.

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<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Unleaded, Regular (min 87 Octane)</td>
<td>%</td>
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<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td>%</td>
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<tr>
<td>Diesel #2</td>
<td>%</td>
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<tr>
<td>Biodiesel</td>
<td>%</td>
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<tr>
<td>E85</td>
<td>%</td>
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<tr>
<td>Non-Ethanol</td>
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Alternative Fuels Availability (50 Points):

<table>
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<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
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<tr>
<td>Biodiesel</td>
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<td>E85</td>
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<td>Non-Ethanol</td>
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3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):  
Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations  
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

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<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
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<td>City Hall</td>
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<td>150 N. Capitol Blvd</td>
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<td>333 N. Mark Stall Place</td>
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<td>212 South 16th St.</td>
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</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>D</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), D = Diesel, #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
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<th>BD</th>
<th>E85</th>
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<td>Fire Station #20</td>
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<td>Fire Logistics Shop</td>
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<td>Fire Training Facility</td>
<td>12142 Joplin Road</td>
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</table>
4.) Car Wash Availability and Cost – Sedan/Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Wash</td>
<td></td>
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<tr>
<td>Premium Wash</td>
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</tbody>
</table>

Describe Carwash services available

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Provide a list of Car Wash Locations and Hours of Operation
Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. **Reference points** will be awarded based on projects with **similar size and scope of work**. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

<table>
<thead>
<tr>
<th>(Name)</th>
<th>(Address)</th>
<th>(Phone)</th>
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<tbody>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
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</table>
ADDENDUM 01
RFP 20-205
City Wide Fuel
Fleet Services
Boise City Purchasing
Tammi Leatham
Phone (208) 608-7158
Fax (208) 384-3995
tleatham@cityofboise.org

Date: March 10, 2020
Total Pages (Including this sheet): Nineteen (19)

Message: You are hereby notified of the following clarifications of and/or changes to the above referenced project.

BE SURE TO ACKNOWLEDGE THIS ADDENDUM IN YOUR PROPOSAL

Attachment 1: *Revised Bid Schedule
Attachment 2: For ease of completion, the Word version of the Bid Schedule is attached. The PDF version shall be the version of record should discrepancies occur.

*Vendors are required to use the revised bid schedule

Questions / Response

Q1: Who is the current vendor for the services requested within this solicitation?
R1: Stinker and Shell

Q2: What is the current pricing provided by the current vendor for each of the items requested within this solicitation?
R2: 3 to 3.5% rebate per gallon excluding taxes

Q3: What is the average gallons per transaction currently purchased via the current program?
R3: Fiscal Year 2019 had these averages:

<table>
<thead>
<tr>
<th>Average</th>
<th>Count</th>
<th>Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.79567224</td>
<td>26740</td>
<td>315404.48</td>
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</tbody>
</table>

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.

IF ALL PAGES WERE NOT RECEIVED OR THERE IS A PROBLEM WITH THE TRANSMITTAL, PLEASE CONTACT OUR OFFICE.
Name of Business: [Please print or type]
Address: 
City: 
State: Zip Code: 
Phone No.: 
Signature: 
Printed Name: 
E-Mail: 
Title: 
Date: 

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

Proposer Acknowledge Receipt of the Following Addenda:
- [ ] Addendum #1
- [ ] Addendum #2
- [ ] Addendum #3
- [ ] Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

<table>
<thead>
<tr>
<th>Number of days price will be guaranteed:</th>
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<tbody>
<tr>
<td>(Request minimum of 90 days)</td>
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</table>

**PUBLIC AGENCY CLAUSE**

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

Accept Public Agency Clause?  Yes ____________  No ____________
1.) Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.

Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.

Please describe credit card usage and discount outside of local stations (nationwide).

Please provide information on your ability to provide an "unmarked" charge card or system for the undercover vehicles in use by the City. The "unmarked" system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.
Please describe the method or system that would be used to provide secure charge and billing services.

Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.
2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:
- Unleaded regular fuel: 250,000 gal
- Unleaded premium fuel: 5,000 gal
- #2 Diesel: 60,000 gal
- Biodiesel: 5,000 gal
- E85: 5,000 gal
- Non-Ethanol: 1,000 gal

Note:
1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City's locations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
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<td>Unleaded, Regular (min 87 Octane)</td>
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<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td>%</td>
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<tr>
<td>Diesel #2</td>
<td>%</td>
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<tr>
<td>Biodiesel</td>
<td>%</td>
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<td>E85</td>
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<tr>
<td>Non-Ethanol</td>
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Alternative Fuels Availability (50 Points):

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<th>Indicate Yes/No</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Biodiesel</td>
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<td>E85</td>
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<tr>
<td>Non-Ethanol</td>
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### 3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):

Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol),
24Hr = Open 24/7, CW = Car Wash.

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<tr>
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<th>Station Location</th>
<th>U</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
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<td>8485 Ustick Rd.</td>
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<td>Fire Station #5</td>
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<td>212 South 16th St.</td>
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</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol),
24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
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<tbody>
<tr>
<td>Fire Station #6</td>
<td>6933 Franklin Rd.</td>
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<tr>
<td>Fire Station #7</td>
<td>1666 Commerce Ave.</td>
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<td>Fire Station #12</td>
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<td>Fire Station #14</td>
<td>2515 South 5 Mile Rd.</td>
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<td>Fire Station #15</td>
<td>3676 E. Warm Springs Ave.</td>
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Provide your closest station to the following City locations

Indicated with check mark, the service and fuel types available at these locations (U = Unleaded (all grades), #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

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<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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<td>5800 Glenwood</td>
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<td>Fire Station #17</td>
<td>3801 S. Cole Road</td>
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<td>Fire Station #18</td>
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<td>Fire Station #19</td>
<td>2855 Lockheed Lane</td>
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<td>Fire Station #20</td>
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<td>Hidden Springs, ID 83714</td>
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<td>Fire Logistics Shop</td>
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<tr>
<td>Fire Training Facility</td>
<td>12142 Joplin Road</td>
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</tbody>
</table>
4.) Car Wash Availability and Cost - Sedan/Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>Basic Wash</td>
<td></td>
<td></td>
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<tr>
<td>Premium Wash</td>
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</tbody>
</table>

Describe Carwash services available

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Provide a list of Car Wash Locations and Hours of Operation
Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. **Reference points** will be awarded based on projects with **similar size and scope of work**. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer's work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

<table>
<thead>
<tr>
<th>(Name)</th>
<th>(Address)</th>
<th>(Phone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Name)</th>
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<tbody>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
</tbody>
</table>
RFP 20-205 Addendum 1 Attachment 2
City Wide Fuel
Return with Bid Proposal
BID PROPOSAL SIGNATURE PAGE

<table>
<thead>
<tr>
<th>Name of Business:</th>
<th>[Please print or type]</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>Zip Code:</td>
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<tr>
<td>Phone No.:</td>
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<tr>
<td>Signature:</td>
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<td>Printed Name:</td>
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<tr>
<td>E-Mail</td>
<td></td>
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<tr>
<td>Title:</td>
<td></td>
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<tr>
<td>Date:</td>
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</tbody>
</table>

Significant Local Economic Presence: _____ Yes; _____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council). **Provide local address if different than mailing address.**

Proposer Acknowledge Receipt of the Following Addenda:

- [ ] Addendum #1
- [ ] Addendum #2
- [ ] Addendum #3
- [ ] Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

<table>
<thead>
<tr>
<th>Number of days price will be guaranteed:</th>
</tr>
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</table>

(Request minimum of 90 days)

**PUBLIC AGENCY CLAUSE**

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

Accept Public Agency Clause?  Yes ____________  No ____________
1.) Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.

Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.

Please describe credit card usage and discount outside of local stations (nationwide).

Please provide information on your ability to provide an "unmarked" charge card or system for the undercover vehicles in use by the City. The "unmarked" system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.
Please describe the method or system that would be used to provide secure charge and billing services.

<table>
<thead>
<tr>
<th>Description</th>
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Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.

<table>
<thead>
<tr>
<th>Description</th>
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</table>
2.) Costs/Discount % (300 Points):

Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimate</th>
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<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>250,000 gal</td>
</tr>
<tr>
<td>Unleaded premium fuel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>#2 Diesel</td>
<td>60,000 gal</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>E85</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>1,000 gal</td>
</tr>
</tbody>
</table>

Note:
1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City’s locations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded, Regular (min 87 Octane)</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Diesel #2</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Biodiesel</td>
<td>%</td>
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<tr>
<td>E85</td>
<td>%</td>
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<tr>
<td>Non-Ethanol</td>
<td>%</td>
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</table>

Alternative Fuels Availability (50 Points):

<table>
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<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Biodiesel</td>
<td></td>
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<td>E85</td>
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<tr>
<td>Non-Ethanol</td>
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</tbody>
</table>
3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):

Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
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24Hr = Open 24/7, CW = Car Wash.

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<th>U</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
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<tbody>
<tr>
<td>City Hall</td>
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<td>150 N. Capitol Blvd</td>
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<tr>
<td>Fire Station #4</td>
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<td>Fire Station #5</td>
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<td>212 South 16th St.</td>
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Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol),
24Hr = Open 24/7, CW = Car Wash.

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<th>E85</th>
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<tr>
<td>Fire Station #6</td>
<td>6933 Franklin Rd.</td>
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<td>Fire Station #7</td>
<td>1666 Commerce Ave.</td>
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<td>Fire Station #8</td>
<td>3575 W Overland Rd.</td>
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<td>Fire Station #9</td>
<td>3101 Sycamore</td>
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<td>Fire Station #10</td>
<td>12065 W McMillan Rd</td>
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<td>Fire Station #11</td>
<td>10895 Emerald St</td>
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<td>Fire Station #12</td>
<td>3240 State Highway-21</td>
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<td>Fire Station #14</td>
<td>2515 South 5 Mile Rd.</td>
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<td>Fire Station #15</td>
<td>3676 E. Warm Springs Ave.</td>
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Indicated with check mark, the service and fuels types available at these locations (U = Unleaded (all grades), #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol), 24Hr = Open 24/7, CW = Car Wash.

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<th>City Location</th>
<th>Station Location</th>
<th>U</th>
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<th>NE</th>
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<tbody>
<tr>
<td>Fire Station #16</td>
<td>5800 Glenwood.</td>
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<tr>
<td>Garden City, Idaho</td>
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<tr>
<td>Fire Station #17</td>
<td>3801 S. Cole Road</td>
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<td>Fire Station #18</td>
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<td>Fire Station #19</td>
<td>2855 Lockheed</td>
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<td>Fire Station #20</td>
<td>5871 Hidden Springs</td>
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<td>Dr.</td>
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<td>Fire Logistics Shop</td>
<td>1791 West Shoreline</td>
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<tr>
<td>Fire Training Facility</td>
<td>12142 Joplin Road</td>
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4.) Car Wash Availability and Cost – Sedan/Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Basic Wash</td>
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<tr>
<td>Premium Wash</td>
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</tbody>
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Describe Carwash services available

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Provide a list of Car Wash Locations and Hours of Operation
REFERENCES

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. Reference points will be awarded based on projects with similar size and scope of work. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

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ADDENDUM 02  
RFP 20-205  
City Wide Fuel  
Fleet Services  
Boise City Purchasing  
Tammi Leatham  
Phone (208) 608-7158  
Fax (208) 384-3995  
tleatham@cityofboise.org

Date: March 16, 2020  
Total Pages (Including this sheet): Twenty (20)

Message: You are hereby notified of the following clarifications of and/or changes to the above referenced project.  
BE SURE TO ACKNOWLEDGE THIS ADDENDUM IN YOUR BID

REVISED BID DUE DATE:  
The Proposal due date has been moved to Friday, March 20th, 2020 at 2:00 pm, Local Time. Proposals submitted after this time will not be accepted.

We will NOT be hosting a public bid opening. Public access is not permitted in City Hall at this time.

ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR MAILED. Bids can be submitted online through BidNet or Demandstar. Proposals may also be submitted via email to purchasing@cityofboise.org The subject line MUST READ: BID RFP 20-205 City Wide Fuel

ATTACHMENTS  
Instructions on How to Sign Up for BidNet and/or Demandstar at No Cost (1 Page)  
Instructions on How to Submit an E-Bid through BidNet (7 Pages)  
Instructions on How to Submit an E-Bid through Demandstar (11 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.
Dear Vendor,

Thank you for your recent inquiry about registering to bid with the City of Boise.

The City currently uses two third-party solicitation programs to provide vendors automatic bid notification and access to bid information via the web. Vendors are encouraged to participate in the City’s system of electronic bid distribution. Membership with either of these programs; DemandStar or BidNet offer vendors a number of important benefits:

- Automatic notification of bid opportunities and addenda via e-mail or fax
- Download bid and proposal packages at no charge
- Access to Plan Holders lists
- Access to contract award information
- Ability to submit sealed bid responses online for selected projects

Vendors may register for DemandStar services online www.demandstar.com/register.rsp or by calling 1-800-711-1712. Three membership options are available with DemandStar. We highly recommend you select “Free Agency” to download information at no charge.

Vendors may register for BidNet services online https://www.bidnetdirect.com/ or by calling 1-800-835-4603. BidNet registration is free.

Please feel free to phone anytime if you need assistance with registering for either of these services.

Sincerely,

Boise City Purchasing
phone: (208) 972-8136
fax: (208) 384-3995
email: Purchasing@cityofboise.org
Placing a bid electronically

The “Place bid” button is located at the top of the solicitation next to the “download button”.

![BidNet Direct interface](image)
Placing a bid & bid intent
Placing a bid or intent to bid can vary by agency

Each participating agency may require slightly different information collected. For example, some times you may be requested to state your intent to place a bid.
Placing an online bid

When you are prepared to submit an online bid response, simply click on the “Place Bid” button, then “Place a new Bid” and then “Continue”.

[Image of a bid submission interface]
Upload documents, pricing, etc.

Depending on the solicitation type the information requested may vary.

Follow the directions within the solution to upload your document response along with any required documents or enter in your bid pricing. To upload a document simply browse to your computer or drag and drop.

Hit “Next” or “Save & Quit” if you are not completing your submission in this session.
Reminders and tips

- The “BID NOT SUBMITTED” will continue to appear UNTIL you have completed your submission

- You will receive an alert if there are any unread Addendum or Documents

- For security reasons you’ll need to re-enter your password upon placing bid

- Once bid is placed, “BID SUBMITTED” appears and turns green
Any questions? Call Support Team

800-835-4603

- The BidNet Direct Vendor Support Team is here to help
- Monday-Friday 8am-8pm EST
(E-bidding) Electronic Bidding Instructions
Introduction

To submit a bid electronically (e-bidding) on DemandStar

• The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

Copyright 2019, DemandStar Corporation. (206)940-0305
How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list “e-bidding” as an available “ACTION” when you look at the project details
In order to do e-bidding

1. Click on “E-bidding” in the actions column
In order to do e-bidding

2. Enter your contact information and enter in all required fields.

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.
In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is ONLY an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.
In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents
In order to do e-bidding

Once you decide you’ve uploaded all your documents that you would like to submit, make sure you click the NEXT button at the bottom of the screen.
Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents

- Click on the **Submit Response** button to complete your e-bid
Confirmation of Response

• When you complete you will receive a confirmation

• This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly
If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish.

Contact Information

Company Name: Sample DBE Company
Address 1: 509 Olive Way
City: Seattle
State: Washington
Postal Code: 98101
Phone: 2063739233
Fax: 2063739233
Country: United States of America
Bid Amount: $0.00
Alternate Bid Amount: 
Notes: 

Agency Required Documents

1. Bid Reply (Electronic/Online)
Tammi Leatham  
City of Boise Purchasing Division  
150 North Capitol Boulevard  
Boise, Idaho 83702

RE: RFP 20-205  
City Wide Fuel  
March 20, 2020

Dear Ms. Leatham,

I am pleased to submit a bid providing fuel to the City of Boise. Thank you for your business in the past. We appreciate the opportunity to bid for the City Wide Fuel once again and we pledge to continue to earn the right to serve the City of Boise in the future.

Sincerely,

STINKER STORES

Charley D. Jones  
President

www.stinker.com
RFP 20-205 Addendum 1 Attachment 2
City Wide Fuel
Return with Bid Proposal
BID PROPOSAL SIGNATURE PAGE

Name of Business: Stinker Stores
Address: 3184 W Elder St
City: Boise
State: ID
Zip Code: 83705
Phone No.: 208.375.0942
Signature: [Signature]
Printed Name: Charley D. Jones
E-Mail: cjones@stinker.com
Title: President
Date: 3-20-20

Significant Local Economic Presence: __x__ Yes; _____ No

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

Proposer Acknowledge Receipt of the Following Addenda:

x☐ Addendum #1 x☐ Addendum #2 ☐ Addendum #3 ☐ Addendum #4

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

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Proposal Guarantee

Number of days price will be guaranteed: 120

(Request minimum of 90 days)

PUBLIC AGENCY CLAUSE

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

Accept Public Agency Clause? Yes __x____ No ___________
1.) Credit and Billing Services (Mandatory)

Please describe your charge system and billing process. Ideally, the vendor would supply a credit card that is issued to the vehicle. Sample reports and billing MUST be provided.

Stinker Stores has been the fuel supplier for the City of Boise since 1995 (with a small gap 2007-2010). Stinker has continually provided car washes and E85 fuel to the City. Fleet credit cards are issued to all authorized vehicles and each driver receives a unique PIN#. Billing statements summarize fuel purchases by vehicle, along with date, time, driver, fuel type, cost per gallon and total purchase.

Wright Express administers the Fleet Card Program and provides internet based transaction information that can be downloaded to the City’s accounting systems via either a flat file from a secure FTP site, or as a CSV file from Wright Express customer web site and the CSV file.

An additional feature of the Wright Express cards issued by Stinker is that the vehicle can purchase fuel from any major brand retailer when the vehicle is traveling outside Boise, or it is necessary to purchase fuel in Boise on an occasional basis from a retailer other than Stinker. Federal Excise tax will not be charged, regardless of where the fleet card is used. The fleet discount of 3% will ONLY apply to fuel purchased at Stinker.

Preferred billing cycles shall be the period of the first day of the month to the last day. Please describe your monthly billing cycle, specifically the beginning and closing dates.

Our current billing cycle is from the first of the month to the last day of the month.

Please describe credit card usage and discount outside of local stations (nationwide).

All Fleet fuel cards are usable nationwide with fueling locations that accept WEX. If the location is Sinclair branded there is a discount offered. If the location is not Sinclair branded there is no discount but there is the ability to use the card to fuel. This helps keep reporting consistent. The Sinclair rebate that is offered is structured as follows:

- 0-499 gal = $.005
- 500-2499 gal = $.01
- 2500-4999 gal =$.02
- 5000-6999gal = $.03
- 7000gal+ = $.04

By Fueling at Stinker Store Locations you will receive both the Stinker 3% discount at the pump as well as the Sinclair tiered rebate on your monthly invoice.
Please provide information on your ability to provide an "unmarked" charge card or system for the undercover vehicles in use by the City. The "unmarked" system will not be distinguishable from a general public fuel charge and will not be identified with the Police Department at the card level. Personnel of the vendor (other than the manager or owner) will not be able to identify the undercover cards as a Police Department fuel charge.

Please describe the method or system that would be used to provide secure charge and billing services.

| Fleet Cards are issued to all customers and can be used without identification as to ownership. PIN#'s are matched to individuals within an organization in order to prevent unauthorized use. Undercover vehicles can fill up at any Stinker Store without entering the store. This is done by many of our customers every day and the department's undercover vehicles will remain anonymous. |

Please describe the method or system that is used to prevent fraud. Supply details of the process used to rectify.

| Fleet Cards are only activated after a driver inputs their PIN#. If fraud does occur due to a "misused" PIN# we, and our team at Wright Express will work closely with the City to trace the root of the problem. |
2.) Costs/Discount % (300 Points): Cost shall be based upon the following annual estimates:

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded regular fuel</td>
<td>250,000 gal</td>
</tr>
<tr>
<td>Unleaded premium fuel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>#2 Diesel</td>
<td>60,000 gal</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>E85</td>
<td>5,000 gal</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>1,000 gal</td>
</tr>
</tbody>
</table>

Note:
1.) These estimates are based upon actual current usage and are not to be considered a contract guarantee.
2.) Contracts may be awarded to more than one service provider to best suit City’s locations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Discount off pump price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded, Regular (min 87 Octane)</td>
<td>3%</td>
<td>Discount Calculated on retail price less Federal Excise Tax.</td>
</tr>
<tr>
<td>Unleaded, Premium (min 91 Octane)</td>
<td>3%</td>
<td>Discount Calculated on retail price less Federal Excise Tax.</td>
</tr>
<tr>
<td>Diesel #2</td>
<td>3%</td>
<td>Discount Calculated on retail price less Federal Excise Tax.</td>
</tr>
<tr>
<td>Biodiesel</td>
<td>3%</td>
<td>Discount Calculated on retail price less Federal Excise Tax.</td>
</tr>
<tr>
<td>E85</td>
<td>3%</td>
<td>Discount Calculated on retail price less Federal Excise Tax.</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>3%</td>
<td>Discount Calculated on retail price less Federal Excise Tax.</td>
</tr>
</tbody>
</table>

By Fueling at Stinker Store Locations you will receive both the Stinker 3% discount at the pump as well as the Sinclair tiered rebate on your monthly invoice listed above. Alternative Fuels Availability (50 Points):

<table>
<thead>
<tr>
<th>Item</th>
<th>Indicate Yes/No</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biodiesel</td>
<td>Yes</td>
<td>Diesel may be blended with up to 5% biodiesel at all Boise stores</td>
</tr>
<tr>
<td>E85</td>
<td>Yes</td>
<td>E85 is available at 2323 Main Street, Boise</td>
</tr>
<tr>
<td>Non-Ethanol</td>
<td>Yes</td>
<td>Available 1410 W McMillian Road, 4849 N Meridian Rd, 3319 Garrity Blvd</td>
</tr>
</tbody>
</table>
3.) Boise Locations (300 Points) - 24/7 Locations (300 Points):

Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades), #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol),
24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>150 N. Capitol Blvd, Boise, ID 83702</td>
<td></td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>City Hall West</td>
<td>333 N. Mark Stall Place, Boise, ID 83704</td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
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<tr>
<td>City of Boise Fleet</td>
<td>4833 Dorman St, Boise, Idaho 83705</td>
<td></td>
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<tr>
<td>Fire Station #1</td>
<td>707 Reserve St, Boise, Idaho 83712</td>
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<td>x</td>
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<tr>
<td>Fire Station #2</td>
<td>3551 Cartwright Rd, Boise, Idaho 83702</td>
<td></td>
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<td>Fire Station #3</td>
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<tr>
<td>Fire Station #4</td>
<td>8485 Ustick Rd, Boise, Idaho 83704</td>
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<tr>
<td>Fire Station #5</td>
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</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuel types available at these locations
(U = Unleaded (all grades), #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol).
24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
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</thead>
<tbody>
<tr>
<td>Fire Station #6</td>
<td>8155 W Franklin Rd</td>
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<td>X</td>
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<td>6933 Franklin Rd,</td>
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<tr>
<td>83709</td>
<td>Distance of .8 mile</td>
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</tr>
<tr>
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<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>1666 Commerce Ave,</td>
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<tr>
<td>Fire Station #8</td>
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<td>3575 W Overland Rd</td>
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<td>3412 W State St,</td>
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<td>X</td>
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<td>3101 Sycamore</td>
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<td>Distance of 1.9 miles</td>
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<tr>
<td>Fire Station #11</td>
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<tr>
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<td>1607 S Broadway</td>
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<tr>
<td>Fire Station #14</td>
<td>1500 S Five Mile</td>
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<tr>
<td>2515 South 5 Mile Rd.</td>
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<tr>
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<td></td>
<td>530 N 5 Mile Boise</td>
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<td>X</td>
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<tr>
<td></td>
<td>Distance of 2 miles</td>
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<td></td>
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</tr>
</tbody>
</table>
Provide your closest station to the following City locations

Indicated with check mark, the service and fuels types available at these locations
(U = Unleaded (all grades). #2 = Diesel #2, BD = Bio-Diesel, E85 = E85 and NE = Non-Ethanol),
24Hr = Open 24/7, CW = Car Wash.

<table>
<thead>
<tr>
<th>City Location</th>
<th>Station Location</th>
<th>U</th>
<th>#2</th>
<th>BD</th>
<th>E85</th>
<th>NE</th>
<th>24Hr</th>
<th>CW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Station #15</td>
<td>2550 S Apple, Boise</td>
<td>X</td>
<td>X</td>
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<td></td>
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<tr>
<td>Fire Station #16</td>
<td>3203 N Cole Rd, Boise</td>
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<tr>
<td>5800 Glenwood, Garden City, Idaho</td>
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<tr>
<td>83714</td>
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<tr>
<td>Fire Station #17</td>
<td>2959 S Cole Rd, Boise</td>
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</tr>
<tr>
<td>3801 S. Cole Road</td>
<td>Distance of .6 mile</td>
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<tr>
<td>Fire Station #18</td>
<td>2323 Main St, Boise</td>
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<tr>
<td>3895 W Chinden Blvd</td>
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<td>300 N Orchard, Boise</td>
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<tr>
<td></td>
<td>Distance 1.5 miles</td>
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<tr>
<td>Fire Station #19</td>
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<tr>
<td>Boise, Idaho 83705</td>
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</tr>
<tr>
<td>Fire Station #20</td>
<td>10500 W State St, Boise</td>
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<td>X</td>
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<tr>
<td>5871 Hidden Springs Dr.</td>
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<tr>
<td>Fire Logistics Shop</td>
<td>2323 Main St.</td>
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<td>1791 West Shoreline Dr.</td>
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<tr>
<td>Fire Training Facility</td>
<td>6300 N Eagle Rd, Boise</td>
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<tr>
<td>12142 Joplin Road</td>
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</table>
4.) Car Wash Availability and Cost – Sedan/Light Duty Pickup (50 Points)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Each</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Wash</td>
<td>3.75</td>
<td>Driver can purchase this wash at the pump with a fuel purchase</td>
</tr>
<tr>
<td>Premium Wash</td>
<td>4.75</td>
<td>Driver will have to enter a Stinker Store to purchase this wash separately.</td>
</tr>
</tbody>
</table>

Describe Carwash services available

Stinker has 6 car washes in Boise. We offer both a Basic Wash and a Premium Wash. Car Wash billing will be incorporated within the fuel purchase billing system which will identify vehicle washed and driver purchasing the wash.

Define Process to Purchase Carwash (i.e. Counter vs. Pump)

Driver will be able to purchase the Basic Wash with a fill up at the pump for $3.75. For a Premium Wash the driver will have to go to the Counter and request “The City Wash.” The transaction will take place inside and the driver will use their PIN# in order to complete the purchase.

Provide a list of Car Wash Locations and Hours of Operation

<table>
<thead>
<tr>
<th>Location</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>530 N Five Mile Rd</td>
<td>Open 5:30 am to 10pm</td>
</tr>
<tr>
<td>1500 S Five Mile Rd</td>
<td>Open 6am to 11pm</td>
</tr>
<tr>
<td>8155 W Franklin Rd</td>
<td>Open 6am to 11pm</td>
</tr>
<tr>
<td>2550 S Apple</td>
<td>Open 24hrs</td>
</tr>
<tr>
<td>3203 N Cole Rd</td>
<td>Open 24 hrs</td>
</tr>
<tr>
<td>4744 N Eagle Rd</td>
<td>Open 6am to 11pm</td>
</tr>
</tbody>
</table>
Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. **Reference points** will be awarded based on projects with **similar size** and **scope of work**. A qualified professional reference is not just one who provides a good review in general but is one that is able to provide positive feedback on the proposer’s work experience specifically regarding a project of the same or very similar scope or size as the subject of the present RFP. Reference scores are greatly affected by provision of references for whom incomparable services were performed and do not respond timely to contact attempts from City personnel. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

<table>
<thead>
<tr>
<th>City of Boise</th>
<th>4833 Dorman St</th>
<th>208.344.6549</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td>Dennis Falconer</td>
<td>Boise, ID</td>
<td>83705</td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Westpoint Transportation</th>
<th>3184 Elder St</th>
<th>208.376.6228</th>
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</thead>
<tbody>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td>Dan Fulkerson</td>
<td>Boise, ID</td>
<td>83705</td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
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</table>

<table>
<thead>
<tr>
<th>Northwest Equipment Sales</th>
<th>2405 S Janeen St</th>
<th>208.362.4543</th>
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</thead>
<tbody>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td>Sharon</td>
<td>Boise, ID</td>
<td>83709</td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
<tr>
<td>Store #</td>
<td>Street</td>
<td>Address</td>
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<tr>
<td>22</td>
<td>Cole Rd</td>
<td>3203 N. Cole Rd.</td>
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<td>23</td>
<td>Main St</td>
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<td>24</td>
<td>Vista</td>
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<td>Broadway</td>
<td>1607 S. Broadway</td>
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<td>Orchard</td>
<td>300 N. Orchard</td>
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<td>32</td>
<td>13th St</td>
<td>1620 N. 13th St.</td>
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<td>39</td>
<td>State St</td>
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<td>Emerald</td>
<td>530 N. Five Mile Rd.</td>
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<td>56</td>
<td>Franklin</td>
<td>8155 W. Franklin</td>
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<td>Victory</td>
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<td>58</td>
<td>Apple</td>
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<tr>
<td>59</td>
<td>Ustick</td>
<td>10677 W. Ustick Rd</td>
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<td>102</td>
<td>Five Mile</td>
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<td>103</td>
<td>Ustick</td>
<td>10700 Ustick</td>
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<td>107</td>
<td>S Vista</td>
<td>1601 S Vista Ave.</td>
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<td>McMillian</td>
<td>4744 N Eagle Rd.</td>
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<td>117</td>
<td>Linder</td>
<td>1410 W McMillan Road</td>
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<td>119</td>
<td>Meridian</td>
<td>4849 N Meridian Road</td>
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### Invoice Statement

**ACCOUNT NUMBER**: 0464-00-749248-1  
**CREDIT LIMIT**: 150,000.00  
**DAYS THIS PERIOD**: 29  
**BILL CLOSING DATE**: FEB-29-2020  
**PAYMENT DUE DATE**: MAR-26-2020  
**AMOUNT DUE**: 33,675.78

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<tr>
<th>DATE</th>
<th>ACTIVITY DESCRIPTION</th>
<th>CHARGES / DEBITS</th>
<th>PAYMENTS / CREDITS</th>
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<tr>
<td>FEB-25-2020</td>
<td>Payment - Thank You</td>
<td>34,751.91</td>
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<td>FEB-28-2020</td>
<td>Fuel Purchases</td>
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<td>FEB-28-2020</td>
<td>Service Purchases</td>
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<td>FEB-20-2020</td>
<td>Rebates and Rebate Reversals</td>
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**Previous Balance**: 38,757.37  
**(-)Payments**: 38,757.37  
**(+)Activity This Period**: 35,162.41  
**(-)Savings This Period**: 1,506.63  
**(=)New Balance**: 33,675.78

Purchases, returns and payments made just prior to billing date may not appear until the next invoice statement.

---

**Stinker/Fearless Farris**

Fax change of address request to 1-800-395-0809.  
Make check payable to: WEX BANK  
Use enclosed envelope or send to:

**WEX BANK**  
P.O. BOX 6293  
CAROL STREAM IL  60197-6293

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**Packet Pg. 545**
<table>
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<tr>
<th>Transaction Date</th>
<th>Transaction Type</th>
<th>Account Number</th>
<th>Description</th>
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<tbody>
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</table>

Attachment: RFP 20-205 Stinker (RES-181-20 : RFP 20-205B; City Wide Fuel; Fleet; Stinker Stores; combined amount NTE $730,000.)
Attachment: RFP 20-205 Stinker (RES-181-20 : RFP 20-205B; City Wide Fuel; Fleet; Stinker Stores; combined amount NTE $730,000.)
Hi Tammi,

I finally have confirmation as to your questions. As you know you qualify for a Federal Tax Exemption.

Does the discount percentage offered apply to the Federal Tax amount?  YES NO ---- No it does not. The discount is on the net amount of your purchase.

Does the discount percentage offered apply to the State Tax amount?  YES NO ---- No, it does not. The discount is on the net amount of your purchase.

I apologize for the delay.

Thank you,

Heather Getzloff
Stinker Stores / Westpoint Transportation
208.376.6228
208.340.7802 (C)
866.396.7306 (F)
Good morning Heather,
I sent this email to Charley Jones on Friday ~just wanted to make sure you received it as well.

Thank you,
Tammi

From: Tammi Leatham
Sent: Thursday, April 9, 2020 3:59 PM
To: Tammi Leatham <TLeatham@cityofboise.org>
Subject: RFP 20-205 Proposal Clarification
Importance: High

Good Afternoon,

The City of Boise is needing some additional clarification on your proposal.

Please let me know the response to the below:
The pump price of fuel at retail locations includes applicable Federal and State fuel taxes. Please advise does the % discount offered apply to the fuel taxes.

Does the discount percentage offered apply to the Federal Tax amount?   YES
NO

Does the discount percentage offered apply to the State Tax amount?   YES
NO

Thank you,
Tammi

Tammi Leatham
Purchasing Specialist
Department of Finance and Administration
Office: (208)608-7158
tleatham@cityofboise.org

Making Boise the most livable city in the country.

This communication is the property of Stinker Stores and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.
CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 20-205B

Project: City Wide Fuel
Vendor: Stinker Stores
Owner: Fleet Services, City of Boise, Ada County, Idaho, a municipal corporation

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

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

Bid Proposal
Contract Agreement
Specifications
Acknowledgements

Liability Insurance
Automobile Insurance
Workers' Compensation

Services to be provided: City Wide Fuel and related services

2. Amount of Contract: In a combined total amount Not to Exceed: $730,000.00

3. Time of Performance: All work and products described in the Scope of Work shall be completed within one year from the date hereof. The term may be modified by mutual written agreement of the parties.

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

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

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

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

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

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

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

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

   City of Boise
   Fleet Services
   4833 W Dorman
   Boise, Idaho 83705

   Stinker Stores
   3184 W Elder St
   Boise, Idaho 83705

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

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 shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

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

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

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 City deems appropriate.

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

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

16. **Compliance with Laws:** In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. **Changes:** The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in...
Vendor’s compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

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

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

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

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

21. 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.

22. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.
23. **Renewal:** This agreement shall not be valid for more than one year from the date of approval by the Owner. This agreement is renewable upon mutual agreement by both parties. **Six (6)** annual renewals shall be allowed.

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

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

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

27. **Acceptance and Final Payment:** Upon receipt of notice that the 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 Vendor issue a final payment request.

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

Stinker Stores  
3184 W Elder St  
Boise, Idaho 83705

[Signature]  
[Date]  
[Print Name]  
[Charley D. Jones, President]

ACKNOWLEDGEMENT  
RFP 20-205B

State of Idaho )
County of Ada ) ss

On the 24th day of April, 2020, before me, the undersigned Notary Public, personally appeared Charley D. Jones, 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]

[Signature]  
[Notary Public for Idaho]

Residing at Ada County
Commission Expires: 12/23/22

(SEAL)
Purchasing Contract Number RFP 20-205B

APPROVED AS TO FORM AND CONTENT:

[Signature] 4/27/2020
Department Date

Colin Miller 4-27-20
Purchasing Agent Date

4/27/2020
Legal Department Date

CITY OF BOISE

APPROVED BY:

______________________________
Mayor Date

ATTEST:

______________________________
City Clerk Date

CONTRACT AMOUNT:
In a Combined total NTE $730,000.00

Attachment: RFP 20-205B Stinker Contract (RES-181-20 : RFP 20-205B; City Wide Fuel; Fleet; Stinker Stores; combined amount NTE NTE $730,000.)
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-182-20
DATE: April 27, 2020
SUBJECT: CP 20-303; PWE 9005; CCTV Van; PW; H-GAC; Contract #SC01-18; NTE $381,020.

BACKGROUND:

This recommendation allows for the purchase of 2020 Cues Cab Over CCTV Van. Public Works staff has determined it would be in the best interest of the City to purchase from Houston-Galveston Area Council (H-GAC), Contract #SC01-18. H-GAC is a government purchasing alliance serving all governmental agencies and provides nationally leveraged and competitively solicited purchasing contracts.

This request is to gain authorization to procure a CCTV Van for Public Works from H-GAC, contract number SC01-18 from Cues, Inc., not to exceed $381,020. This asset allows for internal inspections and video recording of the insides of over 900 miles of pipe within the City’s used water collections system. This asset replaces a unit and technology that has exceeded its useful life.

Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services contract was competitively bid in August 2017 through H-GAC. Cues, Inc. was awarded a contract on January 1, 2018 through December 31, 2020.

Procurement through the Houston-Galveston Area Council H-GAC cooperative purchasing program for public agencies is authorized by Idaho Code Section 67-2807 which, with approval of the political subdivision's governing board, permits political subdivisions to participate in cooperative purchasing agreements with other government entities. City Council previously authorized use of H-GAC contracts on March 3, 2020 via Resolution No. 84-20.

RECOMMENDATION:

Finance and Administration, Public Works, and Fleet Services Department staff recommend
authorization to procure CP 20-303 CCTV Van through H-GAC Contract #SC01-18, not to exceed $381,020.00

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.
A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-303 CCTV VAN BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND CUES, INC THROUGH HOUSTON-GALVESTON AREA COUNCIL (H-GAC), CONTRACT NUMBER SC01-18; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Houston-Galveston Area Council (H-GAC), is a cooperative purchasing organization that has competitively bid a contract with Cues, Inc., Contract Number SC01-18, for Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services and allows the City to use the resulting contract; and

WHEREAS, Finance and Administration, Public Works, and Fleet Services Department staff recommend authorization to procure CP 20-303; CCTV Van, from Cues, Inc. off of Houston-Galveston Area Council (H-GAC) Contract Number SC01-18 not to exceed $381,020.00.

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

Section 1. That authorization to procure CP 20-303, CCTV Van, by and between the city of Boise City and Cues, Inc. through Houston-Galveston Area Council (H-GAC) Contract Number SC01-18, not to exceed $381,020.00, herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-183-20
DATE: April 29, 2020
SUBJECT: Renewal RFP 17-087: HMIS: PDS/HCD: Institute for Community Alliances: NTE $180,000.00

BACKGROUND:
The Boise City/Ada County Continuum of Care Executive Committee, a body of representatives from diverse service provision arenas, solicited proposals from experienced firms to administer a countywide Homeless Management Information System (HMIS). HMIS is a centralized database that allows a community to obtain an unduplicated count of persons served by homeless programs. Additionally, HMIS could provide information about the flow of individuals and families who access services, what types of services are being provided and can be a tool to help with the coordinated entry into the homeless system as well as to evaluate the effectiveness of homeless programs, while providing information for crucial policy development.

RECOMMENDATION:
Finance and Administration and Housing and Community Development Division, Planning and Development Services Department, staff recommend that RFP 17-087 be renewed for one (1) year, beginning May 2, 2020, and ending May 1, 2021, not to exceed $180,000.00. This is the third (3rd) of nine (9) annual renewals allowed by the Agreement.

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

ATTACHMENTS:
- RFP 17-087 FY20-21 Renewal Contract (PDF)
A RESOLUTION APPROVING THE RENEWAL OF RFP 17-087, HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) LEAD AGENCY, BETWEEN THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF PLANNING AND DEVELOPMENT SERVICES) AND INSTITUTE FOR COMMUNITY ALLIANCES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Housing and Community Development Division, Planning and Development Services Department, staff recommended award of RFP 17-087, Homeless Management Information System (HMIS) lead Agency, to the best qualified proposer, Institute for Community Alliances; and

WHEREAS, during their meeting of April 16, 2019, the City Council followed staff recommendation and awarded Resolution No. 156-19 to Institute for Community Alliances; 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, Institute for Community Alliances 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 nine (9) 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 Institute for Community Alliances for RFP 17-087, Homeless Management Information System (HMIS) lead Agency, 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.
CITY OF BOISE

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
April 13, 2020

David Eberbach
Institute for Community Alliances
9th Street, Suite 245
Des Moines, IA 50314
david.eberbach@icalliances.org

RE: Renewal of Boise City RFP 17-087; Homeless Management Information System (HMIS) lead Agency, Institute for Community Alliances, Planning & Development/HCD, Boise City

Dear David:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 17-087, Boise City is interested in renewing the contract for one year, beginning May 2, 2020 and ending May 1, 2021, in an annual amount not to exceed $180,000.00. This is the third (3rd) of nine (9) 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:

Institute for Community Alliances

APPROVED BY:

Mayor

ATTEST:

City Clerk
TO:        Mayor and Council
FROM:      Colin Millar, Purchasing
NUMBER:    RES-186-20
DATE:      May 1, 2020
SUBJECT:   Approval and Ratification of Contract, EX 20-301; Security Services, to Allied Universal Security

BACKGROUND:

The Boise Police Department, on behalf of Housing and Community Development, entered into an agreement with Allied Universal Security Services, at multiple city-owned locations, where the city is providing temporary shelter during the COVID-19 pandemic. Allied Universal Security Services is currently under contract with Boise Parks & Recreation and the Boise Airport. Allied has provided consistent quality service to these departments therefore only one quotation for service was acquired. The city agreed to a rate of $55/hour due to PPE and hazard pay requirements.

This purchase is made pursuant to Idaho Code § 67-2808(1)(b) which authorizes expenditures without compliance with formal bidding procedures during an emergency. Due to the COVID-19 pandemic, the Mayor of Boise declared a local disaster emergency on March 16, 2020, and City Council ratified and indefinitely extended the declaration via Resolution No. 117-20. The Governor of the State of Idaho proclaimed a state of emergency due to COVID-19 on March 13, 2020, which he amended on March 25, 2020, to declare that an extreme emergency existed within the State of Idaho.

RECOMMENDATION:

Finance and Administration and Police Department staff recommend approval of the resolution approving the contract and ratifying execution of the contract for security services to the City of Boise in an amount not to exceed $99,999.00.

FINANCIAL IMPACT:
Department has confirmed sufficient funding is available for this obligation and federal reimbursement may be pursued.

ATTACHMENTS:

- EX 20-301 Contract (E) (PDF)
CITY OF BOISE

Resolution NO. RES-186-20

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

A RESOLUTION APPROVING AN AGREEMENT FOR EX 20-301 SECURITY SERVICES BETWEEN THE CITY OF BOISE CITY (POLICE DEPARTMENT ON BEHALF OF HOUSING AND COMMUNITY DEVELOPMENT) AND UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City needs, as necessitated by the COVID-19 pandemic, uniformed security services at sites where the City facilitates temporary shelter or provides housing; and

WHEREAS, Allied Universal Security Services is willing and able to provide the resource; and

WHEREAS, a state of emergency has been declared by the Mayor of Boise and ratified by City Council via Resolution No. 117-20; and

WHEREAS, Idaho Code § 67-2808(1)(b) authorizes expenditure without formal bidding during an emergency.

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

Section 1. That EX 20-301 Security Services, by and between the City of Boise Police Department on behalf of Housing and Community Development and Allied Universal Security 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 Police Chief Administration Officer or his/her designee is hereby authorized to execute EX 20-301 Security Services for and on behalf of the city of Boise City, and that the executed Agreement is hereby ratified, 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.
CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER EX 20-301

Project: EX 20-301 Security Service

Vendor: Universal Protection Service, LP dba Allied Universal Security Services

Owner: Police Department, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this 22nd day of April 2020, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Universal Protection Service, LP dba Allied Universal Security Services, hereinafter referred to as "Vendor", a corporation organized under the laws of the State of Idaho.

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

- Contract Agreement
- Acknowledgements
- Workers’ Compensation
- Liability Insurance
- Automobile Insurance

Services to be provided: As necessitated by the COVID-19 pandemic, Vendor will provide uniformed security services at sites where Owner facilitates temporary shelter or provides housing. Vendor will provide such services for Owner on an as-requested basis. Work may include and is not limited to the following:

- Interaction with the public is mandatory with an emphasis on customer service.
- Provide unarmed, professional uniformed security guard personnel.
- Maintain a physical presence both inside and outside of the designated property(s)
- Provide cleared, trained back up personnel that can replace scheduled personnel in emergencies.
- Communicating daily with City personnel regarding issues and security concerns.
- Files daily log report.
- Works with Boise Police Department as needed; knowledge of appropriate time to call BPD for assistance, for the designated personnel (if less than 72 hour notice is given)
- Remains “on call” during all break periods and lunch periods.
- Adept at conflict and dispute resolution.
- Ability to work with homeless, immigrant/refugee populations in a public setting.
- Familiarity with ADA regulations, including but not limited to Service Animals
- Seeking emergency assistance of patrons who may require paramedic assistance.
- Makes court appearances as needed.
- Notify Appropriate City personnel when problem requires immediate attention outside
4. Indemnification and Insurance: Vendor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents employees, guests, and business invitees, to the extent caused by the negligence of Vendor or its employees. Anything to the contrary notwithstanding, under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits. In addition, Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be included an additional insured to the extent of the Vendor’s negligent performance of the services and up to the required insurance amount in the minimum amount of $2,600,000.00. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor’s compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

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

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

Proof of all insurance shall be submitted to City of Boise, Purchasing, P.O. Box 500, Boise, ID. 83701.
5. **Independent Vendor:** In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

6. **Compensation:** For performing the services specified in Section 1 herein, Owner agrees to reimburse Vendor at the rate of $55/hour or as otherwise mutually agreed upon. 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:** Vendor will invoice the Police Department directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

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

   - **City of Boise**
   - **Police Department**
   - **333 N Mark Stall Place**
   - **Boise, Idaho 83704**

   - **Universal Protection Service, LP dba Allied Universal Security Services**
   - **720 Park Blvd Suite 102**
   - **Boise, Idaho 83712**

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

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 shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

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

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

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 City deems appropriate.

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

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

16. Compliance with Laws: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor’s compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

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

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

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

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

21. **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.

22. **Non-Appropriation**: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

23. **Renewal**: This agreement shall not be valid for more than 1 year from the date of approval by the Owner. This agreement is renewable upon mutual agreement by both parties. **Four (4) one year** renewals shall be allowed.

24. **Entire Agreement**: This Agreement contains the entire agreement of the parties with respect to the provision of uniformed security services at shelter and housing sites as necessitated by the COVID-19 pandemic. This Agreement supersedes any and all other agreements or understandings on the same subject matter, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. **Applicable Law/Venue**: 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. Further, the parties irrevocably agree that any litigation between them shall be had in the state or federal
courts located in Ada County, Idaho.

26. **Suspension and Debarment.** (a) This contract is or may become a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Vendor is required to verify that none of Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the City of Boise. If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Boise, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. **Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

28. **Seals, Logos, Flags.** Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Further, Vendor shall not use seals, emblems, trade names or intellectual property of the City of Boise without City’s pre-approval.

29. **Federal Assistance.** This is an acknowledgement that the City may seek financial assistance from the Federal government to fund or reimburse payment for all or a portion of the contract. Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. Notwithstanding the foregoing, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

30. **Fraud and False or Fraudulent Statement or Related Acts.** Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Vendor’s actions pertaining to this contract.
31. **Approval Required.** This Agreement shall not become effective or binding until approved by the City of Boise.

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

Universal Protection Service, LP dba
Allied Universal Security Services
720 Park Blvd Ste 102
Boise, Idaho 83712

[Signature] 4/22/20
Signature Date
Edward Wise
Print Name

ACKNOWLEDGEMENT

State of Idaho
) ss
County of Ada

On this 22nd day of April 2020, before me personally appeared Edward Wise known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is Branch Manager and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal
[Signature]
(notary signature)

(SEAL)
PURCHASING CONTRACT NUMBER EX 20-301

APPROVED AS TO FORM AND CONTENT:

[Signature] 4/21/2020
Department  Date

[Signature] 4/21/2020
Purchasing Agent  Date

4/21/2020
Legal Department  Date

4/21/2020
Risk Management  Date

CITY OF BOISE

APPROVED BY:

Mayor  Date

ATTEST:  CONTRACT AMOUNT:

City Clerk  Date

$99,999.00
BACKGROUND:

The Southern Idaho Soccer League (SISL) is a league comprised of adult soccer players and has been a long-time partner of the City of Boise. SISL has been a generous partner as demonstrated when they donated several thousands of dollars to the Ann Morrison Park soccer fields 3 and 4 renovation project, and an additional $153,000 when entering an agreement for priority scheduling of soccer games at the Molenaar Park site.

SISL is now proposing to make a donation of $160,000 to the City of Boise in exchange for priority soccer game scheduling that will occur at the Alta Harris Park site.

The duration of the agreement is set for 10 years with an option to renew for up to 5 additional years. Soccer games would be scheduled from March through October.

FINANCIAL IMPACT:

The Southern Idaho Soccer League (SISL) will donate $160,000 to the City.

ATTACHMENTS:

- Donation and Priority Scheduling Agreement - Southern Idaho Soccer League (PDF)
CITY OF BOISE

Resolution NO. RES-187-20

BY THE COUNCIL

BAGEANT, CLEGG , HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A DONATION, TEMPORARY LICENSE, AND PRIORITY SCHEDULING AND USE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE SOUTHERN IDAHO SOCCER LEAGUE ("SISL"); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE 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 Donation, Temporary License, and Priority Scheduling and Use Agreement by and between the city of Boise City, Idaho, and the Southern Idaho Soccer League (the "Agreement"), a copy of which is attached and incorporated by reference, shall 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 Agreement for and on behalf of the city of Boise City, Idaho.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
DONATION, TEMPORARY LICENSE, AND
PRIORITY SCHEDULING AND USE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made and entered into by and between the city of Boise City, an Idaho municipal corporation, by and through its Department of Parks and Recreation (the “City”), and the Southern Idaho Soccer League, an Idaho general non-profit corporation (“SISL”). Separately, the City or SISL may be referred to as a “Party,” or together as the “Parties.”

A. PURPOSE. This Agreement is intended to memorialize the promises, covenants, rights, and responsibilities of each of the respective parties with regard to SISL’s donation of one hundred sixty thousand dollars ($160,000.00) to the City in exchange for priority sports field scheduling and use of certain portions of the City’s Alta Harris Park, which is depicted in Exhibit A.

B. DONATION. Upon execution of this Agreement by authorized representatives of all Parties, SISL agrees to, and shall, donate one hundred sixty thousand dollars ($160,000.00) to the City (the “Donation”). The total amount of the Donation shall be provided to the City before SISL’s priority scheduling and use rights commence.

C. PRIORITY SCHEDULING AND USE. In exchange for SISL’s Donation, and upon receipt of SISL’s Donation by the City, SISL shall have priority scheduling and use rights applicable to Alta Harris Park soccer fields, as depicted in Exhibit A (the “Soccer Fields”), and expressly subject to the terms and conditions contained in this Agreement.

1. Term. Subject to the termination and default provisions contained hereinafter, the term of SISL’s priority scheduling and use rights shall commence at 12:01 a.m. on March 1, 2021, and shall continue for 10 years, expiring at 11:59 p.m. on February 28, 2031.

   a. Renewal Option. The Parties may, in writing, agree to one (1) renewal of this Agreement. Such renewal shall not exceed five (5) years.

   b. No-fault Termination. Either Party may terminate this Agreement at any time, for any reason by providing 30 days written notice to the other Party, subject to the following:

      i. If SISL terminates this Agreement, the entire amount of the Donation is forfeited to the City.

      ii. If the City terminates this Agreement prior to renewal, the City shall refund to SISL the pro-rata portion of the Donation to SISL within 15 days of termination of this Agreement. If termination occurs during the renewal period, then SISL shall not be entitled to a refund.

   c. Termination upon Default. Upon either Party’s default or failure to perform any promise, covenant, responsibility, or duty hereunder, the non-defaulting Party may terminate this Agreement by providing five days’ written notice to the other Party.
with termination effective at 11:59 p.m. on the fifth calendar day following the date notice
was sent, subject to the following:

i. If, prior to renewal, SISL terminates this Agreement upon
default by the City, the City shall refund to SISL the pro-rata portion of the
Donation to SISL within 15 days of termination of this Agreement. SISL shall not
be entitled to a refund if the default occurs during the renewal period.

ii. If the City terminates this Agreement upon default by SISL,
the City shall be entitled to retain the entire amount of the Donation.

iii. After receiving notice of termination upon default, but prior
to the effective date of termination, if the defaulting Party notifies the non-
defaulting Party, in writing, that it will attempt to cure the default, the termination
of this Agreement shall be suspended for ten business days.

iv. During the ten business day period, if the defaulting Party
cures the default to the satisfaction of the non-defaulting Party, then, in its sole
discretion, the non-defaulting Party may withdraw its termination and reinstate this
Agreement.

v. These terms, provisions, and conditions shall be in addition
to any other rights or remedies the non-defaulting Party may have at law or in
equity.

2. Exclusive Use. During its scheduled times of use, SISL shall have the
exclusive right to use the reserved Soccer Fields.

3. Annual Period of Priority Scheduling and Use. Each year, SISL’s
priority scheduling and use rights applicable to the Soccer Fields may be exercised and used from
March 1 until October 31 (each year being a “License Period”).

4. Periods of Priority Scheduling.

a. Priority scheduling and use of the Soccer Fields may be exercised
by SISL during those times depicted on the following schedules, depending on the then-
current time of year:

i. Spring Season (March through May):

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DONATION, TEMPORARY LICENSE, AND
PRIORITY SCHEDULING AND USE AGREEMENT
ii. Summer Season (June through August):

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iii. Fall Season (September and October):

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Legend:

- available for priority scheduling and use
- unavailable for priority scheduling and use

5. Scheduling; Canceling. SISL may schedule its priority use of the Soccer Fields up to three months in advance by calling or emailing the City’s designated contact person within the Department of Parks and Recreation. To cancel scheduled priority use periods, SISL may call or email the City’s designated contact person.

D. LICENSE GRANTED. During those times SISL exercises and uses its priority scheduling and use rights to the Soccer Fields, such use shall be pursuant to this temporary revocable license granted by the City to SISL (the “License”).

1. Limited License. The License and the Soccer Fields only shall be used by SISL for the following limited purposes:

   a. Conducting, overseeing, and participating in soccer clinics, soccer scrimmages, and soccer games; and

   b. Those purposes and uses that are reasonably or necessarily related or attendant to those set forth herein.

2. Prohibited Uses. Neither the License nor the Soccer Fields may be used for any purpose other than those expressly authorized herein. No signs or banners, including (without limitation) advertisements, shall be posted or otherwise displayed on or near the Soccer Fields without the City’s prior written permission, such approval shall be in the City’s sole discretion.

3. License Revocable. The License granted hereby is expressly revocable by the City upon SISL’s default or failure to perform any of its promises, covenants, responsibilities, or duties governed by this Agreement.

DONATION, TEMPORARY LICENSE, AND PRIORITY SCHEDULING AND USE AGREEMENT
4. **Surrender of the Premises.** Upon the expiration or earlier termination of this Agreement, SISL agrees to quit and surrender all facilities and property covered herein to the City without causing or suffering any waste or damage thereon.

E. **FEES AND CHARGES.** SISL shall pay all Sports Fields related fees listed below. If additional, new, or updated fees applicable to SISL’s use of the Soccer Fields are developed and approved, SISL shall pay those fees.

1. Field – Layout and Paint
2. Field – Repaint
3. Goals - Install and Remove
4. Seasonal and Routine Maintenance
5. Field Renovation

F. **INSURANCE.**

1. SISL shall obtain and maintain, throughout the term of this Agreement, each and every of the following insurance types:

   a. Comprehensive general liability insurance, in which the City shall be named as an additional insured, with limits not less than $1,000,000 per occurrence, with at least a $2,000,000 general aggregate;

   b. If required by law, statutory Worker’s Compensation insurance and Employer’s Liability insurance, with the minimum limits set forth in state statute and applicable administrative rules; and

   c. Commercial automobile liability, with limits not less than $1,000,000 per occurrence for owned, non-owned, and hired vehicles.

2. Upon request, SISL shall provide a Certificate of Insurance or other proof evidencing compliance with the requirements of this paragraph.

3. Any insurance limit shall not be deemed a limitation of the covenants to indemnify, save, protect, defend, and hold harmless, as set forth in full hereinafter.

4. SISL hereby grants the City a waiver of any right to subrogation which any insurer of SISL may acquire against the City by virtue of the payment of any loss. SISL shall obtain any endorsement or rider that may be necessary to effect this waiver of subrogation, and this provision shall apply regardless of whether or not SISL obtains and receives such waiver of subrogation endorsement from its insurer(s).
5. SISL shall notify the City of any cancellation, non-renewal, or material change in any policy of insurance within five (5) days of such action being taken.

6. The provisions of this section shall be deemed to be separate contract between the Parties and shall survive the expiration, default, termination, or forfeiture of this Agreement.

7. If any duties, obligations, or work performed pursuant to this Agreement is subcontracted or permissively assigned to a non-party, SISL shall require its subcontractor(s) and assignees to provide proof of insurance coverage of the same type and limits required herein.

G. INDEMNIFICATION.

1. For purposes of this subsection, the term “the City” shall include the city of Boise City, Idaho, and its elected officials, officers, employees, agents, and volunteers.

2. To the fullest extent permitted by law, SISL shall indemnify and save and defend the City, and hold the City harmless from, for, and against any and all liabilities, losses, suits, claims, judgments, fines, costs, expenses, demands, damages, and injuries to persons or property of any type or nature whatsoever, and reasonable attorney fees, arising from all acts or omissions to act of SISL or its officers, employees, servants, agents, guests, and business invitees in the scheduling and use of the Soccer Fields pursuant to this Agreement, or otherwise caused or incurred by SISL or its officers, employees, servants, agents, guests, and business invitees, and not caused by or arising out of the tortious conduct of the City.

3. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and defend the City, and to hold the City harmless. If the City becomes liable for any act of SISL or its officers, employees, servants, agents, guests, or business invitees that is not caused by or arising out of the tortious conduct of the City, in an amount in excess of SISL’s insurance policy limits, SISL covenants and agrees to indemnify and save and defend the City, and hold the City harmless, from, for, and against any and all liabilities, losses, suits, claims, judgments, fines, costs, expenses, demands, damages, and injuries to persons or property, including reasonable attorney fees, to the extent permitted by law.

4. In the event the City is named as a defendant or a party or is otherwise identified in any suit, action, claim, or demand resulting from, related to, or arising from any event, incident, or occurrence covered by this indemnification provision, SISL shall pay the City for the costs and expenses incurred by the City in defending against such suit, action, claim, or demand, without limitation.

   a. The City shall give reasonable notice to SISL upon receiving notice itself of any such suit, action, claim, or demand.
b. Within a reasonable time after receiving notice from the City, SISL shall notify the City in writing of the legal counsel SISL intends to use in carrying out its obligations herein.

c. The City shall be entitled to object, in writing, to the legal counsel identified by SISL. The City shall have authority to select, hire, and retain its own legal counsel, with all costs therefor to be paid by SISL.

d. SISL’s agreement to indemnify the City is not intended to, and shall not, relieve any insurance carrier of its obligations under policies required to be carried by the Operator pursuant to this Agreement.

5. The provisions of this section shall be deemed to be separate contract between the Parties and shall survive the expiration, default, termination, or forfeiture of this Agreement.

H. NO ASSIGNMENT, SUBLICENSE, OR TRANSFER. SISL shall not assign, sublicense, or transfer any of its rights under this Agreement without the City’s prior written approval, which approval may be withheld in the City’s sole discretion.

I. PROPERTY STANDARDS. The Soccer Fields shall not be used by SISL (or by any of its members, participants, or attendees) in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions.

J. NOISE. SISL shall comply with all provisions of the Boise City Code governing and/or restricting noise.

K. NON-DISCRIMINATION COVENANT. SISL does hereby covenant and agree as follows:

1. That no person, on the grounds of race, creed, color, sex, sexual orientation, gender identity, gender expression, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Soccer Fields;

2. That no person, on the grounds of race, creed, color, sex, sexual orientation, gender identity, gender expression, or national origin, shall be excluded from participation in SISL;

3. That, in the event of a breach of any of the above non-discrimination covenants by SISL, the City shall have the unilateral right to terminate this Agreement, and all rights and privileges granted hereby, and to re-enter and repossess the Soccer Fields and the facilities thereon, without further recourse by SISL.

L. CONCESSIONS. SISL shall be entitled to any money received from the vending of food or beverages, as authorized by this Agreement, during the times of SISL’s Priority Use of the Soccer Fields, provided that if City has entered into an exclusive vendor agreement with regard
to the type of food or beverage SISL (or its agent, contractor, or other affiliated entity) sells pursuant to this provision, SISL, shall use only the City’s exclusive vendor.

1. Subject to the terms, conditions, and restrictions contained in this Agreement, SISL shall have the right to operate all food and drink concessions and gift shops within the Soccer Fields or related to SISL’s use of the Soccer Fields for soccer games.

2. SISL shall be responsible for:
   a. Obtaining all applicable permits or licenses required for the operation of food or drink concessions or gift shops;
   b. Ensuring that all concessions and gift shops are operated and maintained in conformance with all state, county, and city laws;
   c. Ensuring that all food and drink concessions are operated in conformance with all standards for food handling, preparation, and serving;
   d. Scheduling, staffing, and managing all concession and gift shop operations;
   e. Paying all taxes, fees, and costs associated with the operation of concession and/or gift shop operations; and
   f. Removing and properly disposing of any and all litter, debris, and waste generated by the operation of concessions.

3. Subject to written approval from the City, which may be denied in the City’s sole discretion, SISL may contract concessions and/or gift shop services to a third party operator.

4. All net income generated from concessions and gifts shall be retained by SISL, provided that all terms and conditions of this Agreement are complied with.

5. In the event the City or its Department of Parks and Recreation enters into an exclusive contract with one or more vendors, businesses, products, or service providers, all concessions and gift shops operated (or contracted for operation) by SISL shall be subject to the exclusivity provisions of that contract. (As an example, and for instructive purposes only, the Parks and Recreation Department currently contracts with Coca-Cola as its exclusive soft drink provider. As a result of this exclusive soft drink contract, and for the duration of that contract, all concession and gift shop operations maintained and operated (or contracted for operation) by SISL shall exclusively offer Coca-Cola -brand soft drink products.)

M. EFFECTIVE DATE. This Agreement may be executed in counterparts, if this Agreement is fully executed by all Parties prior to midnight on March 1, 2021, then the “Effective Date” of this Agreement shall be midnight on March 1, 2031.

DONATION, TEMPORARY LICENSE, AND PRIORITY SCHEDULING AND USE AGREEMENT
N. TIME IS OF THE ESSENCE. Time is, and shall be deemed, of the essence with respect to the performance of each term, condition, and provision of this Agreement.

O. NOTICES. All notices required by this Agreement shall be given by U.S. Mail, postage pre-paid, or by electronic mail. All notices, regardless of the method chosen for giving such notice, shall be addressed to the proper party at the address(es) indicated below.

For the City:
Doug Holloway, Director
Department of Parks and Recreation
1104 Royal Boulevard
Boise, Idaho 83706
dholloway@cityofboise.org

For SISL:
Ashley Sindlinger, Treasurer
Southern Idaho Soccer League
3527 S Federal Way PMB #234
Boise, Idaho 83705
treasurer@sislsoccer.com

With a copy to:
Boise City Attorney’s Office
P.O. Box 500
Boise, Idaho 83701-0500
jleonard@cityofboise.org

Teresa Andrew, President
Southern Idaho Soccer League
3527 S Federal Way PMB #234]
Boise, Idaho 83705
futbalregistration@msn.com

If mailed by U.S. Mail, notice shall be deemed delivered, given, served, or received three (3) days after the date on which it was sent. If notice is given by electronic mail, it shall be deemed delivered, given, served, or received on the same day it was sent. A Party may change the address to which notices shall be sent by sending written notice to all other parties in the manner set forth in this paragraph.

P. COMPLETE AGREEMENT IN WRITING; VENUE.

1. This written Agreement contains all of the agreements, terms, provisions, and conditions made between the Parties and may not be modified orally or in any manner other than in writing, signed by both Parties.

2. The laws of the state of Idaho shall govern the validity, interpretation, performance, and enforcement of this Agreement. Venue shall be in the Fourth District Court of Idaho, in and for Ada County.

Q. CUMULATIVE RIGHTS AND REMEDIES. All rights and remedies of the City contained herein or allowed by law shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by the City of any right or remedy enumerated herein or allowed by law shall not be deemed to be exercised to the exclusion of any other right or remedy.

R. INTERPRETATION; PARAGRAPH HEADINGS.

DONATION, TEMPORARY LICENSE, AND PRIORITY SCHEDULING AND USE AGREEMENT
1. Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural (and vice versa), unless the context indicates or requires otherwise.

2. The captions or titles given the various paragraphs and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, context, or intent of this Agreement or any part thereof.

S. SEVERABILITY. If any provision, section, paragraph, or other part of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease shall not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, the Parties specifically and expressly intend that a provision as similar to such provision that was deemed illegal, invalid, or unenforceable as possible, legal, valid, and enforceable shall be added as part of this Agreement. No other provision, section, paragraph, or other part of this Agreement shall be affected.

T. NON-WAIVER. The failure or choice of either Party, at any time or for any period of time, to enforce any term, condition, or provision contained herein shall not be construed as a waiver of such term, condition, or provision, and shall not be construed as a waiver of the right of such Party to enforce each and every term, condition, or provision contained in this Agreement.

U. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, rights, promises, privileges, obligations, and duties contained in this Lease shall inure to the benefit of, and shall be binding upon, SISL and the City and their respective successors, assigns, legal representatives, heirs, executors, administrators, members, and participants.

V. AUTHORITY TO ENTER INTO AGREEMENT.

1. Each and every person signing as a representative of SISL, a corporate entity, hereby warrants to the City that:

   a. SISL is a duly authorized and existing corporation qualified to do business in the state of Idaho;

   b. SISL has full right and authority to enter into this Agreement; and

   c. Those persons signing on behalf of SISL are authorized to do so.

2. This Agreement shall not be binding upon the City unless and until its approval, by duly adopted resolution, by the Mayor and Council of the city of Boise City, Idaho.

W. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to, nor shall it, create any third party beneficiaries. No rights, benefits, or causes of action shall accrue to any person, organization, or other entity that is not a direct party to this Agreement.

DONATION, TEMPORARY LICENSE, AND PRIORITY SCHEDULING AND USE AGREEMENT
X. NON-APPROPRIATION. Notwithstanding any other provision of this Agreement, the Parties shall not be obligated to continue performance hereunder if the city of Boise City, Idaho, does not appropriate funds sufficient for the City to perform its responsibilities and duties under this Agreement.

IN WITNESS WHEREOF, the authorized representative of each of the Parties subscribed their name, the date and year first written.

FOR BOISE CITY:                      FOR SISL:

__________________________________  
Lauren McClean, Mayor               Teresa Andrew, President

ATTEST:

__________________________________  
Lynda Lowry, Ex-Officio City Clerk

DONATION, TEMPORARY LICENSE, AND
PRIORITY SCHEDULING AND USE AGREEMENT  p. 10
EXHIBIT A

Depiction of Alta Harris Park Soccer Fields
(the area of use authorized under this Agreement)

ALTA HARRIS DRAFT

DONATION, TEMPORARY LICENSE, AND
PRIORITY SCHEDULING AND USE AGREEMENT

EXHIBIT A
TO: Mayor and Council

FROM: Colin Millar, Purchasing

NUMBER: RES-188-20

DATE: May 5, 2020

SUBJECT: Approval & Ratification of Contract EX 20-289; COVID-19 Cleaning Services: Clearview Cleaning

BACKGROUND:

The City of Boise, and the library locations in particular, are in need of miscellaneous cleaning and disinfecting services to combat COVID-19 on an as needed basis. Clearview Cleaning Service, Inc. has proven themselves as a reliable cleaning company through their work on other City contracts and are offering these services at a very reasonable price point when compared to other quotes received.

This purchase is made pursuant to Idaho Code § 67-2808(1)(b) which authorizes expenditures without compliance with formal bidding procedures during an emergency. Due to the COVID-19 pandemic, the Mayor of Boise declared a local disaster emergency on March 16, 2020, and City Council ratified and indefinitely extended the declaration via Resolution No. 117-20. The Governor of the State of Idaho proclaimed a state of emergency due to COVID-19 on March 13, 2020, which he amended on March 25, 2020, to declare that an extreme emergency existed within the State of Idaho.

RECOMMENDATION:

Finance and Administration, Library and Public Works staff recommend approval of the resolution approving the contract and ratifying execution of the contract for EX 20-289 to the City of Boise in an amount not to exceed $99,999.00.

ACTION REQUIRED:

Contract approval and signature ratification by resolution.

FINANCIAL IMPACT:
Department has confirmed sufficient funding is available for this obligation and federal reimbursement may be pursued.

ATTACHMENTS:

- EX 20-289 Contract Signed  (PDF)
CITY OF BOISE

Resolution NO. RES-188-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AND RATIFYING AN AGREEMENT FOR EX 20-289 COVID-19 CLEANING/DISINFECTING SERVICES BETWEEN THE CITY OF BOISE CITY (LIBRARY AND PUBLIC WORKS) AND CLEARVIEW CLEANING SERVICE, INC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY RATIFY SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boise is in need of miscellaneous cleaning and disinfecting services to combat COVID-19 on an as needed basis; and

WHEREAS, Clearview Cleaning Service, Inc. is willing and able to provide miscellaneous cleaning and disinfecting services to combat COVID-19; and

WHEREAS, a state of emergency has been declared by the Mayor of Boise and ratified by City Council via Resolution No. 117-20; and

WHEREAS, Idaho Code § 67-2808(1)(b) authorizes expenditure without formal bidding during an emergency.

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

Section 1. That the Contract Agreement EX 20-289, by and between the city of Boise City and Clearview Cleaning Service, 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 Library Operations/Outreach Senior Manager or his/her designee is hereby authorized to execute the Contract Agreement for and on behalf of the city of Boise City, and that the executed Agreement is hereby ratified, 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.
THIS PROFESSIONAL SERVICES CONTRACT AGREEMENT ("Agreement") is made this day of May, 2020 ("Effective Date"), by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City", and Clearview Cleaning Service, Inc., duly authorized to do business in the State of Idaho. Together, the City and Clearview Cleaning Service, Inc. may be referred to as the "Parties" and each separately as a "Party."

1. Scope of Services: Clearview Cleaning Service, Inc. shall perform cleaning/disinfecting services, in relation to the COVID-19 pandemic essential response services and environmental response solutions on an as-requested basis under the general direction of Public Works Department or other City employee and in accordance with Attachment B hereto ("Services"). Contract Documents consist of the following together with any amendments that may be agreed to in writing by both Parties:

   - Professional Services Contract Agreement
   - Attachment A Pricing Schedule
   - Attachment B Building Access and Security
   - Workers' Compensation
   - Liability and Automobile Insurance
   - Environmental Impairment Liability/ Contractor's Pollution Legal Liability

Attachments A and B identified above are incorporated into this Agreement by this reference.

2. Term and Time of Performance: The term of this Agreement is one (1) year beginning on the Effective Date. Services will be performed by Clearview Cleaning Service, Inc. on an as-requested basis by the City. The time of completion for Services for each requested job shall be mutually determined by the Parties at the time Services for a particular job are requested and memorialized in a writing or in an e-mail evidencing agreement by both Parties.

3. Indemnification and Insurance: With respect to acts, errors or omissions in the performance of professional services, Clearview Cleaning Service, Inc. agrees to indemnify and hold harmless the City 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 directly out of negligent acts, errors or omissions of Clearview Cleaning Service, Inc., its servants, agents, employees, guests and business invitees, in the performance of its professional services under the terms of this contract.

With respect to all acts or omissions which do not arise out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, Clearview Cleaning Service, Inc. agrees
to indemnify and hold harmless the City from and for all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, caused or incurred by Clearview Cleaning Service, Inc.'s rendering services under this contract; and not caused by or arising out of the tortious conduct of the City or its employees.

In addition, Clearview Cleaning Service, Inc. shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Clearview Cleaning Service, Inc. covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Clearview Cleaning Service, Inc. shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Clearview Cleaning Service, Inc.'s compliance with the requirements of this paragraph and file such proof of insurance with the City. In the event the insurance minimums are changed, Clearview Cleaning Service, Inc. shall immediately submit proof of compliance with the changed limits.

Clearview Cleaning Service, Inc. shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If Clearview Cleaning Service, Inc. 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 Clearview Cleaning Service, Inc. 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, Clearview Cleaning Service, Inc. shall require the subcontractor to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that Clearview Cleaning Service, Inc. and the Clearview Cleaning Service, Inc.'s employees, agents, servants, guests and business invitees, and are acting as independent vendors and are in no way employees of the City.

4. Environmental Impairment Liability/ Contractor's Pollution Legal Liability: Limit will not be a less than $1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided. The City of Boise shall be named as an additional insured on the Environmental Impairment Liability.

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

5. Independent Contractor: In all matters pertaining to this Agreement, Clearview Cleaning Service, Inc. shall be acting as an independent contractor, and neither Clearview Cleaning Service, Inc., nor any officer, employee or agent of Clearview
Cleaning Service, Inc. will be deemed an employee of City. The selection and designation of the personnel of the City in the performance of this Agreement shall be made by the City.

6. Compensation: For performing the services specified in Section 1 herein, the City agrees to pay an amount mutually agreed on, not to exceed $99,999.00 based upon the rates provided in Attachment A. They shall not include any sub-contract or other personal services 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: Cleanview Cleaning Service, Inc. will invoice the Public Works Department, directly for all current amounts earned under this Agreement. City will pay all invoices within forty-five days after receipt.

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

<table>
<thead>
<tr>
<th>City of Boise</th>
<th>Clearview Cleaning Service, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Department</td>
<td>360 West Chinden Boulevard</td>
</tr>
<tr>
<td>PO Box 500</td>
<td>Garden City, Idaho 83714</td>
</tr>
<tr>
<td>Boise, Idaho 83701</td>
<td></td>
</tr>
</tbody>
</table>

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

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 shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Clearview Cleaning Service, Inc. shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Clearview Cleaning Service, Inc., 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 Clearview Cleaning Service, Inc. In the event that any event of force majeure as herein defined occurs, Clearview Cleaning Service, Inc. shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the Parties hereto, that Clearview Cleaning Service, Inc. 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 City.

13. Discrimination Prohibited: In performing the Services required herein, the Clearview Cleaning Service, Inc., 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 Clearview Cleaning Service, Inc.'s responsibility to ensure that any sub-contractor is in compliance with this section.

14. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City by Clearview Cleaning Service, Inc. such statements, records, reports, data and information as the City 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 City may deem necessary, there shall be made available to the City for examination all of Clearview Cleaning Service, Inc.'s records with respect to all matters covered by this Agreement. Clearview Cleaning Service, Inc. shall permit the City 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. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws: In performing the Services required hereunder, Clearview Cleaning Service, Inc. shall comply with all applicable laws, ordinances, regulations, and codes of Federal, State, and local governments.

18. Changes: The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Clearview Cleaning Service, Inc.'s compensation, which are mutually agreed upon by and between the City and Clearview Cleaning Service, Inc., shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Clearview Cleaning Service, Inc. shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Clearview Cleaning Service, Inc. shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Clearview Cleaning Service, Inc. of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Clearview Cleaning Service, Inc. under this Agreement shall, at the option of the City, become its property, and Clearview Cleaning Service, Inc. shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

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

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to Clearview Cleaning Service, Inc. If the Agreement is terminated by the City as provided herein, Clearview Cleaning Service, Inc. will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Clearview Cleaning Service, Inc. covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Clearview Cleaning Service, Inc., Section 19 hereof relative to termination shall apply.

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

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

24. Non-Appropriation: Should funding become not available, due to lack of appropriation, the City may terminate this Agreement upon 30 (thirty) days notice.

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. Warranty: Clearview Cleaning Service, Inc. shall perform the Services in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services. Notwithstanding anything to the contrary in the Contract Documents, Clearview Cleaning Service, Inc. cannot guarantee and makes no express or implied warranties or representations that the sites where Services are performed will be fully cleaned or disinfected of the COVID-19 virus, that future contamination will not occur, or that the property will be safe for entry and/or occupation, or regarding the work.
27. Suspension and Debarment:
(1) This contract is or may become a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Clearview Cleaning Service, Inc. is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Clearview Cleaning Service, Inc. must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City. If it is later determined that Clearview Cleaning Service, Inc. did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) Clearview Cleaning Service, Inc. agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Clearview Cleaning Service, Inc. further agrees to include a provision requiring such compliance in its lower tier covered transactions, if any.

28. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(1) In the performance of this Agreement, Clearview Cleaning Service, Inc. shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated terms, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/asm/comprehensive-procurement-guideline-cpg-program.

(3) Clearview Cleaning Service, Inc. also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
30. Seal, Logo, and Flags. Clearview Cleaning Service, Inc. shall not use the DHS seal(s), logos, crests or reproductions of flags or likeness of DHS Agency officials without specific FEMA pre-approval. In addition, Clearview Cleaning Service, Inc. shall not use City of Boise seals, logos or trademarked images without City’s pre-approval.

31. No Obligation by Federal Government. Although the City may seek FEMA reimbursement for amounts spent under this Agreement, the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

32. Program Fraud and False or Fraudulent Statements or Related Acts. Clearview Cleaning Service, Inc. acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Clearview Cleaning Service, Inc.’s actions pertaining to this Agreement.

33. Approval Required: This Agreement shall not become effective or binding until approved by the City.

END OF AGREEMENT
EX 20-289

IN WITNESS WHEREOF, the City and Clearview Cleaning Service, Inc. have executed this Agreement as of the date first above written.

Clearview Cleaning Service, Inc.
360 West Chinden Boulevard
Garden City, Idaho 83714

Signature
4-30-2020

Date

Print Name

ACKNOWLEDGEMENT

State of Idaho

County of Ada

On this 30th day of April, 2020, before me, the undersigned Notary Public, personally appeared Sylvia Hampel, 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.

Katrina Miller
Notary Public for Idaho

Residing at Boise, Idaho
Commission Expires: 05/08/2021

(SEAL)
APPROVED AS TO FORM AND CONTENT:

EX 20-289

Department 5-4-20

Date

Purchasing Agent 5-4-20

Date

CITY OF BOISE

CONTRACT AMOUNT:
Not to Exceed
$99,999.00
## PRICING SCHEDULE:

<table>
<thead>
<tr>
<th>Service</th>
<th>Frequency</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No Confirmed COVID-19 Case:</strong> Miscellaneous cleaning/disinfecting services, in relation to the COVID-19 pandemic essential response services and environmental response solutions, under the general direction of Public Works Department or other City employee.</td>
<td>As Needed</td>
<td>$40 per hour</td>
</tr>
<tr>
<td><strong>Confirmed COVID-19 Case:</strong> Miscellaneous cleaning/disinfecting services, in relation to the COVID-19 pandemic essential response services and environmental response solutions, under the general direction of Public Works Department or other City employee.</td>
<td>As Needed</td>
<td>$60 per hour</td>
</tr>
</tbody>
</table>
EX 20-289 Building Access and Security

Approved Identification Cards
Clearview Cleaning Service, Inc. and each of its personnel assigned to the contract must have an issued photo identification badge to provide service under the contract or to work on City projects. An approved security background check by the City is required as identification and in order to obtain access rights to City facilities, including those under construction. The City may additionally require supervised stipulations.

A. Background Checks:
1. Personnel shall have either a valid Idaho Driver’s license or State of Idaho identification card in order to begin free in-house processing. Others will have to be processed at Idaho State Police at a cost of approximately $40 each.
2. A photo will be required and taken by the City.
3. Submission packet will be provided by the City and completed by Clearview Cleaning Service, Inc. to include: Self Declaration Form; Boise Police waiver; and a Non-Disclosure Agreement. Criminal history, falsification or deliberate omission may result in right of refusal by the City.
4. Clearview Cleaning Service, Inc. shall provide a list to the City of personnel proposed to have supervisory site access privileges; and notify Security immediately of any status changes (e.g.: separation of employment, re-assignment of work; or loss of card).
5. See City of Boise Security (208) 433-5607- for processing and/or instructions.

B. Some workers could be required to be processed for Criminal Justice Information Services Security Policy Clearance (CJIS), this would depend on the City’s needs.

C. Security Photo identification/access cards:
1. Security photo identification/access cards shall be worn at all times by on-site personnel (Clearview Cleaning Service, Inc.’s employees, subcontractors, and others required to have access to site).
2. Only personnel that have been issued City of Boise security photo identification/access card shall be present at the work site.
3. Security photo identification/access cards shall be issued by and are considered property of the City. Clearview Cleaning Service, Inc. shall coordinate with Security Services for all issues pertaining to City issued ID Cards including scheduling/issuance, loss, exceptions, damage and access issues, immediately.
4. Security photo identification/access cards shall be returned to the City Security Services at completion of contract or work at the City.
5. If work is contracted at other City sites, cards may be retained until work is complete: coordinate through Security Services.
Security

Clearview Cleaning Service, Inc. will be responsible for compliance with all CITY security requirements. The City will supply start up cards for employees, additional cards may be at the cost of Clearview Cleaning Service, Inc.; replacement cards will incur a replacement fee ($15 each) by the cardholder or Clearview Cleaning Service, Inc. See Security for additional details.

No later than seven (7) day after notification of Intent to Award, Clearview Cleaning Service, Inc. shall provide the City with a list of Clearview Cleaning Service, Inc.'s personnel that will be providing service in City buildings or locations.

Clearview Cleaning Service, Inc. shall provide the City with prior notification of any changes to it's personnel listing, including removal and addition of personnel.

The City reserves the right to approve or disapprove appointment of any of Clearview Cleaning Service, Inc.'s personnel to provide services required by the contract. The City also reserves the right to request replacement of any person assigned to provide services at any time during the contract.

In the process of performing the requirements of the Contract, Clearview Cleaning Service, Inc. and/or Clearview Cleaning Service, Inc.'s personnel may become aware of information required by law to be kept confidential. Therefore, Clearview Cleaning Service, Inc. and it's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of services. A Non-Disclosure form is required and will be provided for signature by the City.

All doors and windows shall be closed and locked upon completion of services or operations; Clearview Cleaning Service, Inc.'s employees are to verify the doors (especially roof and stairwell) areas are secured. Doors that are blocked open for load in of materials etc. are to be manned the entire time the penetration is compromised.

Clearview Cleaning Service, Inc.'s staff must promptly report any lost keys or identification/access cards; or any hardware failure that would not allow an area to be secured appropriately to the City's Contract Administrator or to City Security so that appropriate response can occur (e.g. deactivation of cards, change of locks, hardware repair).

Additional/replacement photo identification/access cards required due to negligence or loss will be at the cost of $15 each, which will be the responsibility of Clearview Cleaning Service, Inc.
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-189-20
DATE: May 5, 2020
SUBJECT: Approval and Ratification of Amendment #1, EX 20-155: Resident Services: HCD: Terry Reilly

BACKGROUND:
Over the last three years, the City has been a partner in funding Permanent Supportive Housing projects for those who are experiencing chronic homelessness which has demonstrated the importance of following a supportive housing model for our most vulnerable residents, many of whom struggle with extremely low income and mental and physical health barriers. Because the City owns and operates housing for households who might otherwise be experiencing homelessness, case management would greatly assist these households in remaining stably housed. Terry Reilly is the support services provider at New Path Community Housing and is experienced in the support services necessary to maintain housing and increase the health and well-being of our tenants. This amendment is to add case management for clients in the CHOIS program within Our Path Home.

RECOMMENDATION:
Approval of Amendment #1 to increase EX 20-155; Resident Services amount by $15,000.00 and ratification of the Mayor’s execution of said Amendment. The original contract amount was $45,000.00. The new contract amount including amendment #1 is $60,000.

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

ATTACHMENTS:
• EX 20-155 Amendment #1 (PDF)
CITY OF BOISE

Resolution NO. RES-189-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING AMENDMENT #1 TO EX 20-155, RESIDENT SERVICES, BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION) AND TERRY REILLY HEALTH SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AMENDMENT; RATIFYING PRIOR EXECUTION OF SAID AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Planning and Development Services, Housing and Community Development Division staff recommend approval of Amendment #1 for EX 20-155, Resident Services to Terry Reilly Health Services; and

WHEREAS, during their meeting of March 31, 2020, the City Council followed staff recommendation and awarded Resolution No. 127-20 approving a professional services contract agreement with Terry Reilly Health Services; and

WHEREAS, this amendment is for an additional $15,000 for case management for clients in the CHOIS program within Our Path Home; and

WHEREAS, the above-described work/services requested constitute an adjustment to cost and the scope of or amount of work that is within the parameters of the original contract as awarded.

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

Section 1. That Amendment #1 by and between the city of Boise City and Terry Reilly Health Services, for EX 20-155, Resident 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 Planning and Development Services Director or his designee is hereby authorized to execute the Amendment for and on behalf of the city of Boise City, and that the executed Amendment is hereby ratified for and on behalf of the City of Boise.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
EX 20-155 RESIDENT SERVICES
CHANGE ORDER/CONTRACT AMENDMENT
BOISE, IDAHO

Resolution No. 127-20
Resolution Date March 31, 2020
Department PDS/HCD

Contract by and between Terry Reilly Health Services and City of Boise is amended as follows:

CONDITION WAS: Compensation: For performing the services specified in Section 1, the City agrees to pay Consultant the sum not to exceed $45,000.

CONDITION IS: Compensation: For performing the services specified in Section 1, the City agrees to pay Consultant the sum not to exceed $60,000.

CONDITION IS: Additional Scope of Work: Case management for clients in the CHOIS program within Our Path Home. CHOIS clients may be housed within the City of Boise’s rental housing portfolio or elsewhere in Ada County. The case management provided focuses on individual tenant needs, goals and objectives and works to remove barriers to obtaining and maintaining permanent housing.

The effective date of this Amendment is upon execution of resolution approval.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT, consisting of 1 page is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

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

CITY OF BOISE
Approved By:

May 1, 2020

Consultant:
Terry Reilly Health Services
Administration
PO Box 9, Nampa, Idaho 83653

Date

Signature

Print Name

City Clerk

Date

Department Signature

Date

Purchasing Agent

Date

Legal Department

Date

Packet Pg. 606
TO: Mayor and Council
FROM: Abigail Germaine, Legal
NUMBER: RES-190-20
DATE: May 6, 2020
SUBJECT: Treasure Valley Clean Cities Coalition (TVCCC) Memorandum of Agreement

BACKGROUND:

As part of the U.S. Department of Energy (DOE) Vehicle Technologies Office (VTO), the Clean Cities coalitions work to advance affordable, domestic transportation fuels and other fuel-saving technologies and practices. Locally, the Treasure Valley Clean Cities Coalition (TVCCC) membership includes government, fleet operators, utilities and other members. With a portion of their job functions, a staff member of the Air Quality and Energy program within the Department of Public Works serves part time as the TVCCC coordinator. In 2012, an agreement was established between the City and TVCCC to reimburse the City for staff time as the TVCCC coordinator. An increase in personnel time for staff serving in the TVCCC coordinator role has been observed. Therefore, a revision to the agreement to enable increased reimbursements from TVCCC to the City is requested. The revised agreement increases the maximum annual reimbursement from $7,500 to $15,000. Reimbursements will be invoiced annually, and actual amounts may vary based on the amount of City staff time serving in the TVCCC coordinator role.

FINANCIAL IMPACT:

TVCCC provides up to $15,000 in compensation to the City for staff time and resources. These funds will be placed in the General Fund - Air Quality budget.

ATTACHMENTS:

- Memorandum of Agreement (PDF)
BY THE COUNCIL BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND THE TREASURE VALLEY CLEAN CITIES COALITION (TVCCC) OUTLINING ROLES AND RESPONSIBILITIES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Memorandum of Agreement by and between the city of Boise City and the Treasure Valley Clean Cities Coalition (TVCCC) 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 Memorandum of Agreement for and on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made this ___ day of April, 2020, by and between the Treasure Valley Clean Cities Coalition, hereinafter called "TVCCC" and the City of Boise City, hereinafter called "City" is entered into for the purposes of compensating the City for personnel time spent for the administration and coordination of the TVCCC.

WHEREAS. TVCCC is a consortium of agencies that participate in the Clean Cities Initiative within the United States Department of Energy, hereinafter called "DOE", Vehicle Technologies Program; and

WHEREAS, the City is an active member of TVCCC for the public purpose of mitigating air pollution from transportation sources; and

WHEREAS, the City has provided personnel and resources to coordinate and assist TVCCC with its public purpose; and

WHEREAS, the TVCCC Board of Directors has agreed to pay up to $15,000 annually to the City to compensate the City for the personnel and resources provided to assist TVCCC.

NOW THEREFORE, in consideration for the foregoing, the parties agree as follows:

1. City agrees to provide personnel and resources necessary to assist TVCCC in carrying out its public purpose subject to the availability, in the City’s sole discretion, of such City personnel and resources.

2. TVCCC agrees to pay the City up to $15,000 annually as reimbursement to the City for personnel and resource costs.

3. City will invoice the TVCCC annually in January for work accomplished in the previous calendar year. The invoice will include a summary of hours spent by City personnel on TVCCC activities and a list of the major activities completed.

4. TVCCC will provide payment to the City within 45 days of receiving the invoice.

5. This agreement may be terminated at any time without cause upon providing thirty (30) days written notice to the other party. Termination of this agreement by either party shall terminate the obligations or liabilities of the parties. All services previously provided at the time of termination will be invoiced and payment shall be made pursuant to the terms of this Agreement.

6. The City and TVCCC agree to review the terms of this agreement every two (2) years. Adjustment of the terms may be necessary based on the level of support provided by DOE or level of services provided by the City. Any modification of this Agreement shall be in writing, signed by both the City and TVCCC.
7. This agreement shall be binding upon all parties hereto and their respective administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in two (2) copies, each of which shall be deemed an original, on the date first written above.

Treasure Valley Clean Cities Coalition
By: [Signature]
Paul Mann, President Board of Directors
Date: [Signature]

City of Boise
By: [Signature]
Lauren McLean, Mayor
Date: [Signature]
TO: Mayor and Council
FROM: Kelley Fleming, Legal
NUMBER: RES-191-20
DATE: May 6, 2020
SUBJECT: MOU with Ada County and Meridian for Prosecution of Misdemeanors with Companion Felonies

BACKGROUND:

Pursuant to the authority granted to each entity by Idaho Code, Ada County prosecutes felony criminal offenses that occur within county boundaries and Boise City prosecutes misdemeanor criminal offenses and infractions that occur within its city limits. In instances where individuals are charged with both felony and misdemeanor criminal offenses or infractions that arise out of the same set of circumstances, inefficiencies arise by prosecution of such related offenses by two separate entities. Idaho Code authorizes counties to prosecute misdemeanors and infractions that would generally be within a city's jurisdiction if the subject county and city so agree in writing. The attached Memorandum of Understanding between Ada County and the City of Boise authorizes Ada County to prosecute misdemeanors and infractions within Boise City's jurisdiction when related to a felony criminal prosecution. As Boise City contracts with the City of Meridian for prosecution of misdemeanor and infraction violations occurring within Meridian city limits, Meridian is also included as a signatory to the MOU authorizing Ada County to prosecute such offenses when related to a felony prosecution. Finally, the MOU authorizes Boise City to prosecute felony criminal offenses when requested by Ada County due to certain circumstances such as a conflict of interest.

FINANCIAL IMPACT:

None

ATTACHMENTS:

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF BOISE CITY (LEGAL DEPARTMENT), THE CITY OF MERIDIAN, AND ADA COUNTY FOR THE PROSECUTION OF MISDEMEANORS WITH COMPANION FELONIES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Memorandum of Understanding by and between the city of Boise City, the city of Meridian, and Ada County, a copy of said Agreement, Exhibit “A”, 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 Memorandum of Understanding 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.
AGREEMENT NO. __________

MEMORANDUM OF UNDERSTANDING REGARDING THE PROSECUTION OF MISDEMEANORS WITH COMPANION FELONIES

THIS MEMORANDUM OF UNDERSTANDING is entered into this ______ day of ____________________, 2019, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho; the Ada County Prosecuting Attorney, in her official capacity as the duly elected prosecutor for Ada County ("ACPA"); and each of the undersigned Cities (individually, a "party" and, collectively, the "parties").

WHEREAS, the speedy administration of justice and the efficient flow of criminal cases within the Idaho Fourth Judicial District Court will be best served by the prosecution of all crimes arising out of the same set of circumstances or that are based on the same act or transaction in the same charging document and by the same prosecuting agency; and

WHEREAS, pursuant to Idaho Code § 50-208A, the Cities are granted authority to prosecute those violations of county or city ordinances, state traffic infractions, and state misdemeanors committed within their respective municipal limits; and

WHEREAS, Idaho Code §§ 31-2604(2) and 31-3113 authorizes the ACPA to enter into a written agreement with the Cities to prosecute violations for state misdemeanors and infractions and violations of county or city ordinances committed within the respective municipal limits of the Cities when the arresting or charging officer is a city employee; and

WHEREAS, the City of Boise has contracted with the City of Meridian to prosecute all state misdemeanor and infraction violations and violations of city code for incidents occurring within the City of Meridian’s municipal limits; and

MEMORANDUM OF UNDERSTANDING REGARDING THE PROSECUTION OF MISDEMEANORS WITH COMPANION FELONIES – PAGE 1
WHEREAS, Idaho Criminal Rule 8(a) permits the joinder of offenses in the same charging document, “whether felonies or misdemeanors or both,” where the charged conduct is “based on the same act or transaction or on two or more acts or transactions connected together or constituting parts of a common scheme or plan.”

NOW, THEREFORE, it is agreed between the parties as follows:

1. Definitions.

1.1 “City” means individually and separately:

1.1.1 The City of Boise, a Party to this MOU, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

1.1.4 The City of Meridian, a Party to this MOU, which is a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho.

2. Prosecution Services.

2.1 In those cases in which the ACPA charges a criminal defendant with at least one felony crime, the ACPA agrees to prosecute any and all misdemeanor crimes charged by the police departments of the respective Cities that: (1) are based on the same act or transaction as the felony crime; or (2) arise from an act or transaction connected to the felony crime as part of a common scheme or plan. Misdemeanors meeting these criteria are hereinafter referred to as “Companion Misdemeanors.”

2.2 The ACPA shall have and retain absolute discretion on all matters related to the prosecution of Companion Misdemeanors, including, but not limited to, decisions on charging, case strategy, and dismissal.
2.3 The ACPA shall maintain responsibility for prosecuting and resolving Companion Misdemeanors throughout the life of such cases (including, but not limited to probation violations and post-sentencing proceedings) even if the companion felony crime: (1) is not bound over to the district court following a preliminary hearing; (2) is dismissed pursuant to plea agreement; or (3) is dismissed, amended, or reduced for any other reason.

3. Obligations of the City of Boise.

3.1 The City of Boise agrees, in its sole discretion, to accept certain felony cases from the ACPA subject to its attorney availability and caseload, and in those circumstances agrees that the ACPA may submit a petition to appoint the Boise City Attorney, or her designee, as a special prosecuting attorney as described in Idaho Code § 31-2603(a).


4.1 The Cities hereby authorize the ACPA to perform the Prosecution Services for Companion Misdemeanors, as set forth under Section 2 of this MOU, including for misdemeanors that the City of Boise may otherwise be contracted to prosecute for the City of Meridian.

5. Costs.

5.1 Each party is solely responsible for the costs it incurs in undertaking and fulfilling its obligations under this MOU, including the costs incurred for personnel and equipment.

6. Term and Termination.

6.1 The term of this MOU begins upon execution by all the parties and continues until terminated as provided for in this section.

6.2 This MOU shall terminate between a City and Ada County (including the ACPA) upon the following events:

MEMORANDUM OF UNDERSTANDING REGARDING THE PROSECUTION OF MISDEMEANORS WITH COMPANION FELONIES – PAGE 3
6.2.1 The City or Ada County (including the ACPA) gives the other party sixty (60) days written notice of termination; or

6.2.2 The City or Ada County (including the ACPA) agrees, in a mutually executed writing, to terminate this MOU.

6.3 Within thirty (30) days of the receipt of any written termination notice, the ACPA and the City included in that termination shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities for Companion Misdemeanors from the ACPA to that City. The overarching goal of the transition plan will be to ensure there is no disruption of the prosecution of Companion Misdemeanors. Each party shall bear its respective costs in developing and implementing the transition plan.

6.4 If this MOU is terminated as between a City and Ada County (including the ACPA) under subsection 6.2, above, such termination does not terminate the MOU as between Ada County (including the ACPA) and the City that has not acted under subsection 6.2 to terminate the MOU.


7.1 This MOU may be amended at any time by mutual written agreement of the parties.

7.2 This MOU embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this MOU. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this MOU.

7.3 This MOU shall be governed and interpreted by the laws of the State of Idaho.
7.4 In the event any provision or section of this agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

7.5 This MOU may be executed in one or more counterparts, each of which shall be deemed an original MOU, but all of which shall be considered one instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the date and year written above.

Board of Ada County Commissioners

By: ____________________________________________
    Kendra Kenyon, Commissioner

By: ____________________________________________
    Diana Lachiondo, Commissioner

By: ____________________________________________
    Rick Visser, Commissioner

ATTEST:

______________________________
Phil McGrane, Ada County Clerk

Ada County Prosecuting Attorney

By: ____________________________________________
    Jan M. Bennetts, Ada County Prosecuting Attorney
City of Boise

By: __________________________
    Lauren McLean, Mayor

ATTEST:

______________________________
City Clerk

Boise City Attorney

By: __________________________
    Jayme Sullivan, Boise City Attorney

Meridian City Attorney

By: __________________________
    Bill Nary, Meridian City Attorney
TO: Mayor and Council
FROM: Elizabeth Koeckeritz, Legal
NUMBER: RES-192-20
DATE: May 5, 2020
SUBJECT: Amended Cottonwood Hotel Contract

BACKGROUND:
On April 14, 2020, Boise City Council via RES143-70 approved a lease with ELDA ID BO, LLC (dba Cottonwood Suites) to house symptomatic and confirmed COVID positive individuals experiencing homelessness (the "Lease"). This amendment to the Lease clarifies insurance provisions and provides federally-required language in order to increase the City's ability to receive CARES Act funding reimbursement for this lease.

FINANCIAL IMPACT:
None.

ATTACHMENTS:
- Convalescent Facility Lease Agreement (PDF)
- Certification for Contracts, Grants, Loans, and Cooperative Agreements (PDF)
- First Amendment to Facilities Lease Agreement (PDF)
CITY OF BOISE

Resolution NO. RES-192-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FACILITIES LEASE AGREEMENT, BETWEEN THE CITY OF BOISE CITY AND ELDA ID BO, LLC (DBA COTTONWOOD SUITES); AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 14, 2020, Boise City Council via Resolution 143-70 approved a lease with ELDA ID BO, LLC (dba Cottonwood Suites) to house symptomatic and confirmed COVID positive individuals experiencing homelessness (the "Lease"); and

WHEREAS, this amendment to the Lease clarifies insurance provisions and provides federally-required language in order to increase the City's ability to receive CARES Act funding reimbursement for this lease.

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

Section 1. That the First Amendment to the Facilities Lease Agreement, between the city of Boise City and ELDA ID BO, LLC (dba Cottonwood Suites), attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
CONVALESCENT FACILITY LEASE

THIS CONVALESCENT FACILITY LEASE (the “Lease”) dated, for reference purposes only, April 8, 2020, is made by and between ELDA ID BO LLC, an Idaho limited liability company (the “Lessor”), whose mailing and post office address is 1505 NE Village Street, Fairview, Oregon 97024, and the City of Boise City, Idaho, an Idaho municipal corporation (the “Lessee”), whose mailing and post office address is 150 N. Capitol Blvd., Boise, Idaho 83702. Each of Lessor and Lessee is sometimes termed a “Party,” and both sometimes collectively the “Parties,” below in this Lease.

RECITALS

This Lease is made with reference to the following facts:

A. Lessor is the owner of that certain real property located at 3031 Main Street in Boise, Idaho 83702, commonly known as the “Cottonwood Suites” (“Property”), the legal description of which is set forth in Exhibit “A” attached hereto and by reference made a part hereof, together with all improvements thereon and tangible and intangible personal property and other interests related thereto;

B. Lessor desires to lease the Premises (as defined below) to Lessee, and Lessee desires to lease the Premises from Lessor on the terms and conditions provided below.

LEASE AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, stipulations, agreements and obligations hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged by the parties hereto, Lessor and Lessee covenant and agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01. Definitions. As used herein, the following terms shall have the indicated meanings:

Convalescent Facility shall mean the convalescent use/business operation conducted at the Premises during the term of this Lease.
Effective Date shall mean April 15, 2020, which shall also be the date upon rent commences and possession is granted to Lessee.

Expiration Date shall mean the earlier of (i) a specific date to be selected during the term of this Lease by Lessee and noticed to Lessor with at least 30 days advance notice; or (ii) April 30, 2021.

FF&E shall mean the furniture, fixtures and equipment within the Premises (including without limitation, furnishings, linen, carpeting, air conditioners, laundry equipment, bathroom fixtures and appliances, kitchen appliances, computers, telephones, televisions, and radios), employed in the operation of the Boise Property on or after the Effective Date.

Guest Rooms shall mean the 111 rooms located in the Premises collectively or individually as the case may be, of which 105 of the Guest Rooms will be made available to Lessee.

Hazardous Substances includes without limitation: (a) Those substances included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” or “pollutant or contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 USCS §9601 et seq.; the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 USCS §§6901 et seq.; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”), 33 USCS §§1251 et seq.; the Toxic Substances Control Act (“TSCA”), 5 USCS §§2601 et seq.; the Hazardous Materials Transportation Act (“HMTA”), 49 USCS §§1801 et seq.; or under any other environmental law; (b) Those substances listed in the United States Department of Transportation (DOT) Table, 49 CFR §172.101, or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances, 40 CFR Part 302; (c) Other substances, materials, and wastes which are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (d) Any material, waste, or substance which is (i) a petroleum or refined petroleum product, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) designated as a hazardous substance pursuant to 33 USCS §1321 or listed pursuant to 33 USCS § 1317, (v) a flammable explosive, or (vi) a radioactive material. “Hazardous Substances” shall also include any substances defined as, or included in, the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, or “toxic substances” under the Hazardous Substances Laws.

Hazardous Substances Laws shall mean all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the
Premises), occupational or environmental conditions on, under or about the Premises, as now or may at any later time be in effect, including without limitation, CERCLA, RCRA, FWPCA, TSCA, HMTA; the Insecticide, Fungicide, Rodenticide Act, 7 USCS §§136 et seq.; the Superfund Amendments and Reauthorization Act, 42 USCS §§6901 et seq.; the Clean Air Act, 42 USCS §§7401 et seq.; the Safe Drinking Water Act, 42 USCS §§300f et seq.; the Solid Waste Disposal Act, 42 USCS §§6901 et seq.; the Surface Mining Control and Reclamation Act, 30 USCS §§1201 et seq.; the Emergency Planning and Community Right to Know Act, 42 USCS §§11001 et seq.; the Occupational Safety and Health Act, 29 USCS §§655, 657.; together with any amendments of or regulations promulgated under any of the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted which pertains to occupational health or industrial hygiene (to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Premises), or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, and/or land use.

Improvements shall mean any and all improvements and buildings, structures (surface and subsurface) and other construction located on the real property described in Exhibit “A” and all installed or other attached or appurtenant fixtures thereto, as acquired by Lessor.

Lease shall mean this lease and all amendments, modifications, supplements, consolidations, extensions and revisions approved in writing by Lessor and Lessee. References to Articles and Sections below in this Lease shall be to the corresponding designated provisions of the Lease, as thus amended, modified, or revised, as the case may be.

Lease Year shall mean each twelve month period from the Effective Date, commencing for the First Lease Year upon the Effective Date and ending on the last day of calendar month following the first anniversary of the Effective Date; and thereafter (assuming the Parties have mutually agreed in writing to extend the Lease) commencing upon each successive first day of the calendar month which following the month in which the Effective Date occurs and ending at the end of the day before the next anniversary date.

Personal Property shall mean all of Lessor’s personal property located in the Premises.

Premises shall mean the Property including approximately 111 guest rooms, all associated parking facilities, FF&E, fixtures, Personal Property, and building systems and all appurtenant rights, benefits, rights-of-way and easements thereto, but excluding (i) the enclosed swimming pool, (ii) 2 administrative offices located behind the front desk area, the general manager office (except for the purpose of key imprinting), the breakfast prep area (but not the breakfast room), 6 of the 111 rooms, the 2nd floor meeting space located above the lobby which is used for storage (“Excluded Areas”).
Property is the real property described in Exhibit A and all improvements thereon.

Term shall mean the term of this Lease, which shall be the period beginning on the Effective Date and concluding upon the end of the Expiration Date, unless extended or earlier terminated in accordance with the provisions of this Lease.

ARTICLE II.
LEASE, TERM, AND RENT

Section 2.01. Lease. Lessor, in consideration of the rent hereinafter reserved and of the other terms, covenants and conditions contained in this Lease and on the part of Lessee to be observed and performed, does hereby demise and lease to Lessee, and Lessee does hereby accept and rent, all of the Premises, subject to the terms, conditions and provisions of this Lease, for the Term, commencing upon the Effective Date and expiring at the end of the Expiration Date unless extended or sooner terminated under the provisions of this Lease.

Section 2.02. Term. The Term of this Lease shall be for that certain period commencing at 12:01 a.m. on the Effective Date and ending at 11:59 p.m. on the Expiration Date unless extended or terminated sooner as provided in this Lease.

Section 2.03. Rent. Commencing on the Effective Date, Lessee agrees to pay Lessor during the Term of this Lease modified gross rent in the amount of Seventy-Three Thousand One Hundred Twenty-Five and 00/100 Dollars ($73,125) per month. Lessee will pay pro-rated rent from the Effective Date through the last day of the current month, plus monthly rent for the following month within thirty (30) days of the Effective Date and upon receipt of an invoice from Lessor Thereafter, upon receipt of an invoice from Lessor, monthly rent will be due in advance on the first day of the month for which it is assessed. (Pro-rations will be calculated based on 12-equal months of 30 days each.)

Rent shall be paid without offset, deduction or prior notice or demand of any kind, except as set forth in Section 2.04, herein. All rental payments shall be made at Lessor’s address as provided in the first paragraph of this Lease in lawful money of the United States of America. Lessee’s timely payment of all rents, charges and amounts of any kind provided in this Lease is an unconditional obligation and an independent covenant of Lessee. Lessee’s obligation to make timely payments shall be continuous throughout the Term including during the pendency of any dispute resolution process that may arise during the Term.

Section 2.04. Offsets. There shall be no deductions or offsets of any kind whatsoever, by reason of any claim made by Lessee with respect to any obligation of Lessor under this Lease or otherwise, against Lessee’s obligations to make timely payments of all rents and charges payable to Lessor under this Lease. Provided, however, that after giving Lessor a 5-day written notice...
and right to cure any failure in the Lessor Maintenance for which Lessor is obligated pursuant Section 4.02, Lessee shall be entitled to an offset of rent for Lessor’s breach of this Lease equal to the lesser of (i) diminished value of such uncured failure; or (ii) for Lessee’s completion of Lessor Maintenance or other obligations upon Lessor’s failure to cure.

Section 2.05. Quiet Enjoyment. Upon payment by Lessee of the rent reserved hereunder and conditioned upon continued observance and performance of the covenants by Lessee hereinafter contained, Lessee shall peaceably hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully claiming by, through or under Lessor.

Section 2.06. Taxes; Other than Income Tax. As a governmental entity, Lessee is exempt from taxation under Article VII, Section 4 of the Idaho Constitution.

Section 2.07. Holding Over. If Lessee shall remain in possession after the expiration or sooner termination of this Lease, all the terms, covenants and agreements hereof shall continue to apply and bind Lessee so long as Lessee shall remain in possession, insofar as the same are applicable. If Lessee remains in possession without Lessor’s written consent, the rent shall be two (2) times the monthly rent, prorated on a daily basis for each day that Lessee remains in possession.

Section 2.08. Surrender of Premises. At the expiration or sooner termination of this Lease, Lessee will surrender and deliver up to Lessor possession of the Premises, including all FF&E and Personal Property, in good condition and repair, ordinary use and wear excepted; provided, however, Lessee shall at Lessee’s own expense, remove any of its personal property, signs and trade fixtures erected or placed upon the Premises during the Term which were not required by this Lease, and repair all damage to the Premises caused by or resulting from such removal and leave the Premises in a clean and orderly condition which is substantially the same as on the Effective Date. If Lessee shall fail to perform such removal and/or restoration in accordance with the requirements of this Section, Lessor may do so and Lessee, upon demand and upon an itemized receipt of reasonable costs and charges, will pay to Lessor the cost thereof until paid in full. Lessee shall remain liable to Lessor for the cost of any such removal and/or restoration. Any personal property left upon the Premises by Lessee at the expiration or termination of this Lease may, at the option of Lessor (i) be removed and stored by Lessor, at the cost of and for the account of Lessee, which cost Lessor shall have the right to deduct from Lessee's security deposit, if any, with Lessee remaining liable to Lessor for any remaining costs, or (ii) be deemed and declared by Lessor to have been abandoned by Lessee, in which case Lessor may appropriate, destroy or dispose of the same in Lessor’s sole discretion without liability or accountability to Lessee.

Section 2.09. Security Deposit. N/A

ARTICLE III.
DELIVERY OF PREMISES
Section 3.01. Delivery. Lessee shall be given possession to Premises on the Effective Date.

Section 3.02. Included Services. Lessor at its expense will keep the following included services (collectively “Included Services”) in full force and effect on the Effective Date and throughout the Term:

1) Utility Services to be kept in place: internet, water, sewer, electrical, telephone, trash, cable television, wholesalers, service agreements
2) Vendor Services to be kept in place: network/information technology management (for WiFi and Internet), pest control, elevator maintenance,
3) Any equipment purchase or lease agreements for FF&E or Personal Property at the Premises. Notwithstanding the foregoing, prior to the Effective Date, Lessor and Lessee will determine which FF&E and/or personal is not desired by Lessee and as practical, such items will be secured in one of the Excluded Areas (as defined in Section 1.01 under the heading “Premises”).
4) Lessor ordinary maintenance pursuant to the Maintenance Schedule as detailed in Article IV.

Lessor reserves the right, to enter upon the Premises to facilitate the Included Services or for the purposes of installing, maintaining, repairing and/or removing lines, cables, pipelines and other conduits for utilities within or through the Premises. In the exercise of the rights herein reserved Lessor shall not be deemed guilty of an eviction or disturbance of Lessee's use and possession or quiet enjoyment, nor shall Lessor be liable to Lessee for any expense, injury, loss or damage resulting from any work done in or upon the Premises, nor shall the rents reserved herein in anywise abate while any repairs, additions, alterations or improvements are being made, nor shall Lessee be entitled to maintain and setoff or counterclaim for damages at any time by reason of Lessor’s exercise of the rights herein reserved; PROVIDED, HOWEVER, that all rights of Lessor are conditioned on entry being made and all work being done by Lessor in such manner as to cause as little interference as reasonably practicable with the use of the Premises by Lessee and all work being done without undue delay. Failure to complete such work with minimal interference to Lessee shall entitle Lessee to a set-off of rent owed for the duration of such interference. With regard to Guest Rooms “A Failure to complete such work with minimal interference to Lessee” shall be constituted when one or more Guest Room is inaccessible to Lessee for a period of more than 24 hours and Lessee has no other vacant Guest Rooms to utilize because it has place occupants in all of them.

Section 3.03. Lessee Inspection and Investigation; “As Is” Condition. Lessee’s execution of this Lease and its further acceptance of the Premises on the Effective Date shall constitute Lessee’s conclusive acknowledgment that (i) Lessor has fulfilled all its obligations in making the Premises available to Lessee for inspection, review, and approval and in providing all requested information and cooperation in Lessee’s investigation, inquiry and evaluation of the Premises; (ii) Lessee and its agents have entered upon the Premises and inspected the Premises before the Effective Date and had full opportunity to make such investigation and evaluation of the Premises and all related matters as Lessee has deemed necessary or appropriate; (iii) Lessee’s decision to execute this Lease is based on the results of its own investigations, inspections and
examinations; (iv) Lessee has independently determined that the Premises are suitable for Lessee’s proposed use and operation of the Premises; (v) the Premises is provided in its current As-Is condition without any representation or warranty by Lessor which is not specifically made in this Lease.

Section 3.04 Representations of Lessor and Lessee. The Parties represent and warrant to each other as set out in this Section below.

(1). Representations of Lessor. Lessor represents to Lessee, as of the date of this Lease and the Effective Date, as follows:

(A) Organization and Existence. Lessor is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Idaho. Lessor owns and has full power and authority to lease the Premises and to comply with the terms of this Lease.

(B) Title. Lessor is the sole owner of fee simple title to the Property as set forth in Exhibit “A”, free and clear of all liens, encumbrances and restrictions of any kind except those set forth in a title search.

(C) Litigation. Except as may be disclosed by Lessor to Lessee prior to the Effective Date, to Lessor’s current actual knowledge, without independent investigation or inquiry, there are no actions, suits, proceedings or investigations (including condemnation proceedings) pending or threatened against the Premises, nor any such matter pending or threatened against Lessor which impairs Lessor’s ability to perform its obligations under this Lease.

(D) Hazardous Substances. Except as may be disclosed by Lessor to Lessee prior to the Effective Date, to Lessor’s current actual knowledge, without independent investigation or inquiry, no portion of the Premises is now being used or has ever been used to treat, store, generate or dispose of Hazardous Substances in violation of Hazardous Substances Laws, excepting for those materials used, stored, present or handled in the ordinary course of hotel operations, construction, repairs or maintenance.

(E) Personal Property. Lessor represents that Personal Property is of the same quality and quantity as personal property located and used at other similarly rated hotels. Except as may be disclosed by Lessor to Lessee prior to the Effective Date, to Lessor’s current actual knowledge, without independent inquiry or investigation, Lessor shall upon the Effective Date have the right through the Term to possess and use all items of Personal Property and to vest such right to Lessee.

(F) Use of Premises. Lessor represents that it has no knowledge of any condition within or without the Premises that would frustrate or impede Lessee’s use of the Premises as a Convalescent Facility.
Lessor’s representations as set forth above are subject to the provisions of this Section, and no representation or warranty of Lessor in this Lease extends to any matters disclosed by or discoverable from any inspection of the Premises or any writing or document provided to Lessee by Lessor, or otherwise known to Lessee or Lessee’s officers, directors, affiliates, agents, employees and interest holders, and any of them, as of the Effective Date or the date of this Lease.

(2). **Representations of Lessee.**

(A) **Organization and Existence.** Lessee is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Idaho. Lessee has full power and authority to lease the Premises from Lessor and to comply with the terms of this Lease.

(B) **Compliance with Laws and Regulations.** Neither Lessee’s entering into this Lease, nor any agreement or performance by or on behalf of Lessee, or any agent, employee or contractor of Lessee, is now or hereafter will be in violation of any law, ordinance, code, rule, regulation or requirement of any government or public agency, or cause Lessor or any part of the Premises to be in any such violation.

(C) **Litigation.** Except as may be disclosed by Lessee to Lessor prior to the Effective Date there are no actions, suits, proceedings or investigations pending or threatened against the Lessee, nor any such matter pending or threatened against Lessee which impairs Lessee’s ability to perform its obligations under this Lease.

(D) **No Conflict.** Lessee represents and warrants that the consummation of the transactions contemplated by this Lease will not conflict with or constitute a default under any contract or agreement to which it is a party or by which it may be bound.

(E) **Financial Capacity.** Lessee has the financial wherewithal to observe, perform and discharge all of the terms, covenants and conditions on the part of Lessee to be observed, performed or discharged.

**ARTICLE IV.**

**REPAIRS, MAINTENANCE, RENOVATIONS AND IMPROVEMENTS TO PREMISES**

**Section 4.01 Allocation of Maintenance Obligations.** The Parties will generally allocate the maintenance obligations of the Premises so that Lessee will provide all ordinary maintenance within the Guest Rooms and Lessor will provide all other maintenance of the Premises which will generally be to the common areas and the exterior.

**Section 4.02 Lessor Maintenance.**
At all times during the Term, Lessor shall at its own cost and expense and at no cost and expense to the Lessee, maintain the common areas of the Premises in good order, condition and repair, including all equipment or facilities such as plumbing, HVAC equipment, electrical, lighting facilities, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, skylights (if any), structural portions of the premises, foundations, exterior walls, structural condition of interior load bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, driveways, fences, gymnasium, swimming pool, lobby, parking areas, and landscaping (“Lessor Maintenance”). Lessee shall coordinate and cooperate with Lessor to facilitate it providing the Lessor Maintenance. Lessor Maintenance shall be provided on a daily basis on a schedule agreed to by Lessor and Lessee and shall consist of approximately 8 manhours per day (“Maintenance Schedule”). Notwithstanding the foregoing, Lessor shall not be required to provide more than (i) 56 manhours per week for ordinary maintenance and in accordance with the Maintenance Schedule; plus, (ii) an additional 4 manhours per week for on-call service which may be requested by Lessee outside of the Maintenance Schedule for unanticipated emergency maintenance issues (“On-Call Maintenance”). The On-Call Maintenance hours if not used in a given week will accrue without expiration to Lessee’s benefit and may be utilized during the Term for other unanticipated maintenance issues which may arise (“Banked Maintenance Hours”). For any Lessee requested On-Call Maintenance for which there are no Banked Maintenance Hours, Lessor will bill Lessee $35 per manhour.

Lessor shall cooperate and coordinate with Lessee but use its own discretion in providing the Lessor Maintenance and shall have the right to make alterations and improvements to the Premises, both ordinary and extraordinary and both structural and nonstructural. Any such maintenance or other alterations or improvements made by Lessor as required shall comply with all applicable laws, regulations, codes, ordinances, rules, regulations and requirements of any governmental authority with jurisdiction.

Section 4.03 Lessee Maintenance.

At all times during the Term, Lessee shall at its own cost and expense and at no cost and expense to the Lessor, maintain the Guest Rooms of the Premises in good order, condition and repair, including all equipment or facilities such as finish plumbing fixtures, finish electrical fixtures, PTAC equipment, interior walls, interior surfaces, ceilings, floors (including carpet cleaning), windows, doors, and balconies (“Lessee Maintenance”). Lessee Maintenance shall be on items from but not including the structural elements of the Premises and extending into the Guest Rooms. In other words, Lessee will be responsible for FF&E located in the Guest Rooms but not for any supply lines that feed those fixtures further Lessee shall be responsible for the cosmetic condition of the Guest Rooms. As a part of Lessor Maintenance, during the Maintenance Schedule, Lessor will help facilitate Lessee Maintenance with information about maintenance history and knowledge of the Premises and access to Lessor’s maintenance tools and supplies. Notwithstanding the foregoing, Lessor and its employees shall not be required to enter into any Guest Rooms except by separate written agreement or consent by Lessor and Lessee.
ARTICLE V.
PERSONAL PROPERTY

The Personal Property located on the Premises is provided for Lessee’s use during the Term and shall include fully outfitted Guest Rooms with a least 1.5 par of linens per room.

The personal property provided by Lessor in the Guest Rooms shall be cared for, repaired, maintained and/or replaced by Lessee during the term of the Lease as needed, and returned to Lessor at the expiration or sooner termination of the Lease in good condition, ordinary wear and tear excepted.

For any Personal Property located on the Premises but outside of the Guest Rooms, Lessee shall exercise care and diligence in its utilization and Lessor shall through the Maintenance Schedule repair and maintain such Personal Property for all instances of ordinary use. Notwithstanding the foregoing Lessee shall be responsible for any extraordinary wear and tear of Personal Property during the Term.

ARTICLE VI.
ADDITIONAL SERVICES BY LESSOR

Except as agreed to in this Lease, Lessor shall not have any obligation to provide any services to Lessee or Premises. Lessee shall exercise all reasonable care in protecting, maintaining, and preserving the Premises. Additional Services may be provided to Lessee by Lessor by future written agreement and for an additional fee. Following is a limited list of additional services (Lessor might provide if requested by Lessee) which have been pre-negotiated:

(1). Lessor Consulting. Upon request by Lessee and at no additional cost to Lessee, Lessor will provide remote and/or in-person consultation to Lessor related to the Premises and any maintenance, WiFi/Internet, key imprinting or Operational matters. Any such consultation shall be without representation or warranty but will represent Lessor’s best efforts and input.

(2). Laundry Service (Onsite). Upon 7 days advance notice from Lessee and for a monthly cost of $2,364, Lessor will provide twice weekly onsite laundry service (“Laundry Service”). The Laundry Service will entail receiving soiled linens in the ground floor laundry room when delivered by Lessee, laundering those linens, folding the linens, and organizing those linens on cart and shelves in the laundry room. Barring an expansion of the scope of Laundry Service being agreed upon, disbursement of linens to the floors will be the responsibility of Lessee.

(3). Other Operational Labor. As requested by Lessee, Lessor may quote and offer to provide additional labor to Lessee for the operation of the Premises. Except for the labor provided to perform the Lessor Maintenance pursuant to Article IV, any labor provided at the request of Lessee by Lessor pursuant to this Article VI, and any vendor services provided by Lessor.
pursuant to Section 3.02, all labor used in operating the Premises shall be at the sole cost and expense of Lessee.

ARTICLE VII
USE

Section 7.01. Use of Premises. The Premises shall during the Term be used and occupied only for the operation of a Convalescent Facility providing convalescent housing and services, medical and staff housing, shelter to individuals which Lessee deems at risk due to the Covid-19 outbreak, and any related accessory uses. Lessee shall not do, cause or permit any use of the Premises nor act done in or about the Premises which is illegal or unlawful or which constitutes a nuisance or disturbance to owners or occupants of nearby properties. Lessee shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. During the Term, Lessee will regularly replace any item of FF&E that becomes stolen, broken, vandalized, unusable or worn, at Lessee’s sole expense. From and after the Effective Date of this Lease, Lessee shall comply, at its own expense, with all laws, codes and ordinances, and governmental rules and regulations applicable to the Premises as the same may relate to the use of the Premises or Lessee’s tenancy or occupancy hereunder.

ARTICLE VIII.
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ARTICLE XII.
OPERATION OF THE PREMISES

Section 12.01. Standard of Operation and Compliance with Requirements. Lessee will during the Term operate the Premises in conformity with all of the terms, covenants and conditions set forth in this Lease, and use the Premises solely for the use designated in Article
VII and in full compliance with all applicable federal, state and local laws, ordinances, codes, rules, regulations and requirements.

Section 12.02. Execution of Agreements. Lessee may enter into contracts with third parties to provide these services that are related to running a Convalescent Facility but any such contract shall be null and void and unenforceable as against Lessor. Except as otherwise provided herein, Lessee shall execute in its name and not as agent of Lessor all contracts, tenant leases, equipment leases, service contracts and all other agreements relating to the Premises. Lessee shall indemnify, defend and hold harmless Lessor from all claims, damages, actions, losses, and costs (including attorneys’ fees and expenses) arising out of any breach by Lessee under this Section 12.02, and this Section 12.02 shall survive expiration or termination of this Lease.

Section 12.03. Liens. Lessee shall not commit or suffer any act or neglect whereby the Premises or any Improvement or the estate of Lessee therein shall at any time during the Term become subject to any attachment, judgment, mortgage, lien, charge or encumbrance whatsoever, including mechanics and materialmen’s liens, for any period of time in excess of twenty (20) days, unless consent by Lessor is first had and obtained; provided that Lessee may, in lieu of obtaining the discharge in full of any such matter, post such bond or undertaking in such amount as shall be adequate to respond to an adverse ruling or determination pending any reasonable and good faith dispute by Lessee of such matter, but further provided that Lessee shall have the option to post such bond or undertaking only if the marketability of Lessor’s title to the Premises is not thereby impaired and Lessor’s obligations to any mortgagee or other third party are not thereby breached or otherwise adversely affected.

Section 12.04. Governmental Regulations. Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to Lessee’s use and occupancy of the Premises, and shall faithfully observe, perform and discharge in the use of the Premises all municipal ordinances and codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force, including the provisions of any law, statute, rule or regulation which may relate to the ADA and Hazardous Substances. This Section does not absolve Lessor of Lessor’s obligations and duties to comply with and to be responsible for any expenses, costs, fees, liability, or damages resulting from failure of the Premises to comply with any county, municipal, state and federal statutes, ordinances, rules, or regulations as of the Effective Date.

Section 12.05. Hazardous Substances.
(1) Use of Hazardous Substances. Lessee shall not at any time cause or permit any Hazardous Substance to be brought upon, kept, used, stored or released in or about the Premises by any persons other than Lessee, its agents, employees, or contractors, and then only in accordance with Hazardous Substances Laws and only as necessary for performance of Lessee’s obligations under this Lease and in the ordinary course of Lessee’s operations contemplated by this Lease. Lessee shall indemnify, defend and hold harmless Lessor from all claims, damages,
actions, losses and costs (including attorneys’ fees and expenses) arising out of Lessee’s failure to comply with Hazardous Substances Laws.

(2) Reports. To the extent Lessor or Lessee is required to file any reports with the Environmental Protection Agency or any other federal, state, city or county agency having jurisdiction over the subject matter contained herein, Lessor or Lessee, as the case may be, shall concurrently provide the other party a copy of such report or written communications. Lessee acknowledges that Lessor has provided Lessee with a complete copy of the Phase I Environmental Site Assessment prepared by Surveys, Inc, dated April 6, 2012 and attached hereto as Exhibit B (“Baseline Report”). The Parties agree that the Baseline Report fairly depict the condition of the Premise as of the Effective Date.

(3) Lessee’s Obligations Upon Surrender. Lessee agrees that it will not cause any environmental hazard or release to occur at the Premise during the Term. In the event an environmental hazard or release occurs at the Premises during the Term, the Lessee shall (i) conduct or cause to be conducted a Phase II assessment of the Premises; (ii) cause all Hazardous Substances leaked, released, emitted, spilled, previously owned, stored or used by Lessee to be removed from the Premises and disposed of in accordance with all Hazardous Substances Laws; and (iii) remove all containers installed or used by Lessee to store any Hazardous Substances on the Premises, and repair any damage to the Premises caused by such removal.

(4) Clean-up.

(A) If any environmental report during the Term or at the conclusion of the Term (“Condition Report”) shall reveal that the environmental condition of the Premises has declined during the Term of this Lease and recommends the repair, closure, remediation, removal or other clean-up (collectively, the "Clean-up") of any Hazardous Substances found in, on or about the Premises, then upon receipt of written notice from Lessor, Lessee shall conduct the required Clean-up. If, within thirty (30) days after receipt of written notice from Lessor, Lessee fails either (1) to complete such Clean-up, or (2) with respect to any Clean-up which cannot be completed within such thirty-day period, fails to proceed with diligence to complete such Clean-up as promptly as practicable, then Lessor shall have the right, but not the obligation, to carry out any Clean-up recommended by the Environmental Report or required by any governmental agency having jurisdiction over the Premises, and to recover all of the costs and expenses thereof from Lessee as additional rent.

(B) Notwithstanding any other provision of this Lease to the contrary, if the Condition Report reveals a situation which, in Lessor's sole discretion, constitutes an emergency, then Lessor shall have the right, but not the obligation, to carry out any Clean-up recommended by the Condition Report or required by any governmental agency having jurisdiction over the Premises, and to recover all of the costs and expenses thereof from Lessee as additional rent.

(C) Lessee shall continue to pay all rent and additions to rent due or accruing under the Lease during or in respect of any such Clean-up, and shall not be entitled to any reduction, offset or
deferral of any monthly rent or additional rent due or accruing under the Lease during or in respect of any such Clean-up, regardless of whether Lessor, Lessee or any third person may be found responsible for the contamination, the Clean-up or the costs or expenses of the Clean-up.

(D) Lessee shall complete all Clean-up prior to surrender of the Premises and termination of the Lease, and shall fully comply with all Hazardous Substances Laws and requirements of any governmental authority, including, without limitation, fully comply with any requirement to file such assessment, mitigation plan, risk assessment or other information with any such governmental authority prior to such surrender or termination.

(E) Should any such Clean-up for which Lessee is responsible not be completed or should Lessee not receive any governmental approvals required under Hazardous Substances Laws prior to the expiration or sooner termination of the Lease, then (a) Lessee shall deposit into an escrow account an amount of money equal to the balance of the estimated costs of the Clean-up, together with instructions for the orderly disbursement of such funds ratably according to the value of the work completed, less only a reasonable retainage, and (b) if the nature of the Clean-up is of such a nature as to make the Premises untenable or unleaseable until the Clean-up is completed, then Lessee shall be liable to Lessor as a holdover Lessee until the Clean-up has been sufficiently completed to make the Premises suitable for lease to third parties.

ARTICLE XIII.

EMPLOYEES

Section 13.01. Employees. As of the Effective Date, Lessee shall, at Lessee’s sole cost and expense, have sole and absolute discretion and control with respect to all terms and conditions of employment with regard to Lessee’s employees.

Lessor’s employees provided by Lessor pursuant to Article IV and Article VI shall at all time and in all manner be employees of Lessor and neither Lessor, nor any officer, employee or agent of Lessor will be deemed an employee of Lessee.

ARTICLE XIV.

OPERATING EXPENSES

Section 14.01. Except as otherwise detailed in this Lease, Lessee shall be solely responsible for all expenditures of operation of the Premises and the Premises during or relating to the Term of this Lease or any other period in which Lessee is in possession of or operating a Convalescent Facility at the Premises, including any termination fees, taxes and assessments (including all sales, excise, transient occupancy and payroll taxes and charges for Lessee’s employees), employee expense and other items of operating expense, and for all such expenditures incurred by Lessee at any time.
Section 14.02. Notwithstanding Section 14.01, Lessee shall neither be responsible for any expenses related to the operation of the Premises which are Included Services pursuant to Section 3.02 nor for any of the following: (i) Lessor’s income tax, (ii) real and personal property taxes associated with the Property, (iii) Lessor’s insurance, (iv) Lessor’s payroll, including maintenance employee costs, (v) any mortgage payments owed by Lessor, (vi) any lease or finance contracts entered into by Lessor, (vii) any amounts related to the operation of the Premises outside the Term of this Lease.

ARTICLE XV.
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ARTICLE XVI.
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ARTICLE XVII.
INDEMNIFICATION AND INSURANCE

Section 17.01. Indemnification. To the extent permitted by and without waiving any of the protections immunities or defenses available to it under Idaho Law, Lessee shall indemnify, defend and hold harmless Lessor and its employees, agents, officers, and directors from and against any claims, demands, penalties, fines, settlements, damages, costs or expenses (including reasonable attorney fees and costs), arising from any act, omission or negligence of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in and about the Premises.

Lessor acknowledges and agrees that the liability of Lessee is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Lessor shall not be liable for any loss or damage to personal property sustained by Lessee, or other persons, or by any act or neglect of any Lessee or occupant of the Premises, or of any other person, or by any other cause of whatsoever nature, unless caused by the negligence or willful misconduct of Lessor.

Section 17.02. Insurance.
Lessee at all times shall provide and keep in force, self-insurance, in the amount set out by Idaho Law, of five hundred thousand dollars ($500,000.00) per occurrence, as specified in the Idaho Tort Claims Act, Title 6, Chapter 9 of the Idaho Code. Additionally, Lessee shall, at its sole cost and expense, throughout the term of the Lease, obtain and maintain liability insurance that covers additional claims not governed by the Idaho Tort Claims Act. Lessee shall provide a certificate
of insurance to Lessor naming Lessor as an additional insured. This additional policy shall have the following limits and coverage:

- **Bodily Injury and Property Damage Liability**
  - $1,000,000 each occurrence

- **Combined Personal Injury Liability**
  - $1,000,000 each occurrence

- **Products – Completed Operations**
  - $1,000,000 each occurrence

- **General Aggregate Limit**
  - $2,000,000 each occurrence

Lessor shall be named as an Additional Insured along with any financial lending institutions if required by such lenders.

The policy shall be on a primary occurrence form non-contributable to insurance carried by Lessor. Contractual Liability covering liability assumed under this Lease shall be a part of the coverage provided by Lessee's policy.

**Section 17.03. Waiver of Claim.** Lessor and Lessee each hereby waive any and all rights of recovery against the other, or against the partners, members, directors, officers, employees, agents and representatives of the other, for loss or damage to such waiving party or its property or the property of others under its control, to the extent that the waiving party recovers for such loss or damage proceeds of any insurance policy under this Article XVII in force at the time of such loss or damage. All insurance policies carried by either party shall contain a waiver by the insurer of any right of subrogation to any right of such party against the other, Lessor and Lessee hereby waiving subrogation rights against each other.

**ARTICLE XVIII.**
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**ARTICLE XIX.**
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**ARTICLE XX.**
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ARTICLE XXII.
DEFAULT AND REMEDIES

Section 22.01. Default by Lessee. Each of the following shall constitute an Event of Default under this Lease:

(1) the failure by Lessee to make timely payment when due of any rent or other sum payable under this Lease, and the continuation of this default for ten (10) or more days after notice of the default from Lessor;

(2) a failure by Lessee in the observance, performance or discharge of any of the terms, covenants, agreements, or conditions in this Lease, other than a default by Lessee in the payment when due of any rent or other sum payable under this Lease, and the continuation of the default beyond thirty (30) days after notice by Lessor, or if the default is curable and would require more than thirty (30) days to remedy, Lessee’s failure to promptly commence such cure within such 30-day period and thereafter diligently prosecute the same to completion, but, in any event, not to exceed 60 days;

(3) to the extent permitted by applicable law, the bankruptcy or insolvency of Lessee, a transfer or conveyance by Lessee in fraud of creditors, an assignment by Lessee for the benefit of creditors, or the commencement of proceedings of any kind by or against Lessee under the Federal Bankruptcy Code or under any other insolvency, bankruptcy, or reorganization act or statute governing debtor-creditor rights or seeking any order or decree directing any readjustment, arrangement, composition or reduction of Lessee’s debts, liabilities or obligations (unless, in the case of voluntary proceedings, Lessee is discharged from voluntary proceedings within ninety (90) days of commencement, and in the case of involuntary proceedings, such proceedings are dismissed or terminated within sixty (60) days of commencement). To the extent that any provision of this Subsection 22.01(d) is contrary to law, such provision shall be of no force or effect and deemed deleted from this Lease without impairment or modification of any other provision of this Lease;

(4) If any person obtains an order, judgment or decree in any court of competent jurisdiction enjoining or prohibiting Lessee from performing this Lease and such proceedings are not discontinued and such order, judgment or decree is not vacated within twenty (20) days after the issuance thereof;
Section 22.02. Nonwaiver and Exercise of Remedies. No failure of Lessee or Lessor to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease and no breach thereof shall be waived, altered or modified except by written instrument signed by both Lessor and Lessee. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Lease are in addition to any other remedies available to Lessor at law, in equity, by statute, or otherwise, and except as expressly required by law or by this Lease, no exercise by Lessor or Lessee of any of its rights or remedies shall impair or preclude exercise of any other right or remedy.

Section 22.03. Right of Lessor to Cure Defaults. All agreements and obligations to be observed, performed and discharged by Lessee under this Lease shall be at Lessee's sole cost and without abatement of rental. If Lessee (a) fails to pay any sum of money, other than rental, required under this Lease to be paid by Lessee, or (b) fails to perform any other act or obligation under this Lease, and such failure continues for thirty (30) days after notice of the failure by Lessor, or a longer period as may be allowed under this Lease, Lessor may, without waiving or releasing Lessee from any obligations of Lessee, make payment or perform other acts required by this Lease on Lessee's behalf; provided, that in the event of emergency or actual or threatened loss or injury to the Premises or any portion thereof, Lessor may make any such payment or perform any such act within such shorter period as reasonably necessary under the circumstances, and upon such notice (if any) as is reasonably practicable under the circumstances. All sums paid or incurred by Lessor and all reasonably necessary incidental costs shall be payable by Lessee to Lessor on demand and shall constitute additional rental under this Lease.

Section 22.04. Continuation after Default. Notwithstanding any Event of Default, this Lease shall not be terminated except upon express notice of termination to Lessee in accordance with the procedure established by this Lease or as otherwise provided by law. Unless and until termination by such notice, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all rights and remedies under this Lease, including the right to recover the rent due under this Lease. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon initiative of Lessor to protect Lessor's interest under this Lease, shall not constitute a termination of Lessee's right to possession.

Section 22.05 Termination upon Default. On occurrence of any Event of Default by Lessee and the expiration of any applicable cure period, Lessor may, in addition to any other rights and remedies provided by this Lease or by law, terminate this Lease upon ten (10) days' written notice of termination to Lessee and thereafter exercise its remedies without further notice or demand, including without prejudice to any other rights or remedies Lessee may have hereunder or otherwise at law, in equity or by statute.
ARTICLE XXIII.
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ARTICLE XXIV.
NOTICES

All demands, notices, requests, consents and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by hand delivery or courier service or by mailing the same by certified mail, return receipt requested, postage prepaid, or via electronic mail, at the following addresses, or such other addresses as may be furnished hereafter by notice in writing pursuant to this Article to the following Parties:

To Lessor:
ELDA ID BO LLC
1505 NE Village Street
Fairview, OR 97024
marcus@fullard-leo.com

Copy to:
James Loy, Esq.
1505 NE Village Street
Fairview, OR 97204
jloy@fullard-leo.com

To Lessee:
Maureen Brewer
Our Path Home Administrator
Division of Housing and Community Development
City of Boise
150 N. Capitol Blvd
Boise, Idaho 83702
mbrewer@cityofboise.org

Copy to:
Elizabeth Koeckeritz
Boise City Attorney’s Office
City of Boise
150 N. Capitol Blvd
Boise, Idaho 83702
ekoeckeritz@cityofboise.org

All demands, requests, consents, notices and communications shall be deemed to have been given at the time of actual delivery thereof to any officer (or an authorized recipient of deliveries to the office) of the Party to whom given.
ARTICLE XXV.
FORCE MAJEURE, DAMAGE
OR DESTRUCTION

Section 25.01. Termination Upon Damage or Destruction. In the event the Premises necessary for Lessee's occupancy are damaged or destroyed by fire, earthquake, act of God, the elements, or other casualty, the rights and obligations of the Parties are governed by this Article XXV, and Lessee shall have no right or remedy with respect to any such damage or destruction of the Premises other than as set forth herein. Upon any such damage or destruction which exceeds $50,000.00 in cost to repair (including any cost covered by insurance), this Lease shall terminate unless the Parties shall otherwise agree in writing.

Section 25.02. Continued Operation Notwithstanding Damage or Destruction. Notwithstanding Section 25.01 above, if a portion of the Premises is damaged or destroyed that does not make it unreasonable or imprudent, in the Parties' reasonable judgement, to operate the remaining Premises for Lessee's use, then this Lease shall not terminate. All proceeds from Lessor's insurance related to the Damage or Destruction shall be the sole property of Lessor with no claim or rights being vested in Lessee.

Section 25.03. Force Majeure. Neither party shall be liable to the other for damages, nor shall a default under this Lease be deemed to have occurred because of any failure to perform hereunder if such failure to perform is directly or proximately caused by a Force Majeure event. In this Lease, the term “Force Majeure” shall mean an event such as, a strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, inability to obtain labor, materials, or supplies, any outbreak of disease, major interruption in air or ocean service to Boise, Idaho, and any governmental regulation, restriction, prohibition, or order not resulting from default under this Lease or the act or omission of either Party, that makes performance of this Lease impossible, wholly impracticable, or illegal. Lessee's financial condition shall not excuse its unconditional obligation to pay rent and other sums due hereunder, nor shall it constitute a Force Majeure event.

ARTICLE XXVI.
NONDISTURBANCE

Section 26.01. Lessor covenants and agrees that subject to the terms and provisions of this Lease (including Lessee's faithful and prompt performance of all its obligations under this Lease) during the Term: (a) the Premises may be operated free from eviction or disturbance from Lessor for the use described in Article 7.01 in compliance with applicable zoning laws, land ordinances and building codes; (b) subject to Lessor's right to contest such items in good faith, Lessor shall remove or provide by bond for the discharge of all encumbrances placed on the Premises or any part thereof contrary to any provision of this Lease which arise from any default of Lessor, in order that the possession of the Premises by Lessee shall not be disturbed; (c) the expense of any legal actions in defense of Lessor's title shall be at Lessor’s expense, except
where such actions arise out of any act, omission, conduct or default by Lessee or any claim by or through Lessee; (d) Lessor shall pay, keep, observe and perform all payments, terms, covenants, conditions and obligations to be paid, kept, observed or performed by Lessor under any agreement whatsoever in respect of the Premises or any property relating to the Convalescent Facility, including without limitation, any applicable security documents affecting the Premises, and any terms, covenants, conditions and obligations affecting the Premises and imposed by governmental agencies, other than matters for which Lessee is responsible; and (e) Lessor agrees not to interfere with the operation of the Premises except as may be necessary in pursuit of its rights, remedies, or obligations hereunder or as expressly provided herein.

ARTICLE XXVII.
ASSIGNMENTS AND SUBLETTING, SALE OF THE PREMISES

This Lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law; any such assignment shall be void. Notwithstanding the foregoing Lessee shall be entitled to sublet the Guest Rooms as a part of its normal operations in running a Convalescent Facility.

ARTICLE XXVIII.
MISCELLANEOUS

Section 28.01. Successors. All of the covenants, agreements, terms and conditions contained in this Lease shall apply to, accrue to and be binding upon Lessor and Lessee and their respective successors and permitted assigns. On any sale or conveyance by Lessor of the Premises during the Term pursuant to the terms of this Lease, the buyer or grantee shall become responsible for all of the covenants and conditions herein contained and on the part of Lessor to be observed or performed after the time of such sale or conveyance.

Section 28.02. Recordation. Neither Party shall record this Lease.

Section 28.03. Construction and Amendment. This Lease has been negotiated extensively by Lessor and Lessee with and upon the advice of their respective legal counsel, all of whom have participated in the drafting hereof. Consequently, Lessor and Lessee agree that no party shall be deemed to be the drafter of this Lease and further that in the event this Lease is ever construed by a court of law, such court shall not construe this Lease or any provision of this Lease against any party as the drafter of this Lease. This Lease constitutes the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, offers and agreements, written and oral, between the Parties. No amendment or modification of this Lease shall be effective unless incorporated in a written instrument executed by Lessor and Lessee.
Section 28.04. Governing Law and Forum. This Lease shall be construed, and the obligations of the Parties hereunder shall be determined and enforced, in accordance with the laws of the State of Idaho (without regard to any conflict of laws provisions thereof). By execution and delivery of one counterpart of this Lease, each Party irrevocably consents to the exclusive jurisdiction of the courts of general jurisdiction of the State of Idaho, located in Boise, Idaho, in any action or proceeding arising out of or relating to this Lease or to the Premises, and agrees that venue of any such action or proceeding is properly laid in such courts, and waives any objection to jurisdiction or venue in such courts.

Section 28.05. Authority of Parties. All persons executing this Lease on behalf of a Party warrant that they have the authority to execute this Lease on behalf of that Party.

Section 28.06. Attorney Fees; Litigation Costs. If any legal action or other proceeding, including any arbitration, action for declaratory and/or injunctive relief or proceeding in bankruptcy, is brought to enforce or interpret all or any part of this Lease or because of a dispute, breach, default, or misrepresentation arising out of or in connection with this Lease or the subject matter of this Lease, the prevailing Party shall be entitled to recover all attorneys’ fees and expenses and other costs incurred in prosecuting, defending or otherwise with respect to such action or other proceeding, in addition to any other proper relief. “Prevailing Party” shall be the Party determined to be prevailing by a court of competent jurisdiction.

Section 28.07. Time is of the Essence. Time is expressly declared to be of the essence of this Lease and, except for Force Majeure events, the Parties’ performance and observance of all of the terms, covenants and conditions of this Lease.

Section 28.08. Severability. If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions of this Lease shall be and remain in full force and effect, to the extent the essential purpose of this Lease can be achieved.

Section 28.09. Headings and Computation of Time. The headings of paragraphs herein are inserted only for convenience and reference and shall in no way define, expand or limit the scope or intent of any provisions of this Lease. Except where otherwise expressly provided in this Lease, (i) all references to days are to calendar days, and (ii) where the last day for any act required to be done by either Party falls on a day which is not a business day (i.e., on a Saturday, Sunday or legal holiday in Idaho, such time is automatically extended to the next business day.

Section 28.10. Further Documentation; Estoppel. Lessor and Lessee shall execute and deliver all appropriate supplemental agreements and other instruments, and take any other action, consistent with their respective rights and obligations under this Lease and necessary to make this Lease fully and legally effective, binding, and enforceable in accordance with the terms hereof as between them and as against third parties. Without limiting the foregoing, during the Term of this Lease, Lessee shall at any time within ten (10) days after demand therefor from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such
modification and certifying that this Lease, as so modified, is in full force and effect) and the
date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there
are not any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any
are claimed, and (iii) such other matters as shall be requested by Lessor. Any such statement may
be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

As of the Effective Date, Lessor has no mortgage encumbrance against the Property; however, in
the event that Lessor secures a mortgage loan against the Property, this Lease is subject to and
subordinate to any future mortgages which may now or hereafter affect the Property.

**Section 28.11. Lessee Status.** This Lease constitutes a lease by Lessor to Lessee of the Premises
in accordance with the terms hereof. Nothing herein shall constitute or be construed to be or
create a partnership or joint venture or agency between Lessor and Lessee, or to convey to
Lessee any interest in the Premises other than a leasehold subject to the terms and provisions of
this Lease.

**Section 28.12. Counterparts.** This Lease may be executed in one or more counterparts, and
when each Party has executed and delivered at least one counterpart to each other Party, each
such counterpart shall be deemed an original and all taken together shall constitute one and the
same instrument. This Lease may be signed by facsimile and electronic signatures and shall be
effective for all purposes when so executed.

**Section 28.13. Exhibits.** This Lease includes and incorporates the following exhibits:

- Exhibit “A” Legal Description of Real Property;

**Section 28.14. Confidentiality.** N/A.

**Section 28.15. No Conflict.** Lessee represents and warrants that the consummation of the
transactions contemplated by this Lease will not conflict with or constitute a default under any
contract or agreement to which it is a party or by which it may be bound.

**Section 28.16. No Third Party Beneficiaries.** This Lease is made and entered into for the sole
protection and benefit of the Parties hereto, and no other person shall be a direct or indirect
beneficiary of, or have any direct or indirect cause of action in connection with, this Lease or any
document executed pursuant hereto.

**Section 28.17. No Broker / Commissions.** No commissions, finder's fees, or similar
compensation shall be payable in connection with the lease of the Premises. Each Party
represents that it has not entered into any agreements, written or oral, which would create
liability on the part of the other Party for payment of commissions, finder's fees or other
compensation in respect of this transaction and shall indemnify, defend and hold harmless the
other from and against any claims, demands, actions, judgments or liabilities arising therefrom,
including attorneys' fees, costs of investigation and defense, and court costs.
Section 28.18. Waiver of Jury Trial and Counterclaims. The Parties hereto waive trial by jury in any action, proceeding or counterclaim, whether in contract, tort or otherwise, brought by either of the Parties against the other on any matters arising out of this Lease. In the event Lessor commences any proceedings for non-payment of rent or other charges payable by Lessee hereunder or for recovery of possession of the Premises, Lessee will not interpose any counterclaim in any such proceedings. The undersigned has received the advice of competent legal counsel regarding the foregoing waiver and has read the waiver and agrees to its terms knowingly, intentionally and voluntarily.

Section 28.19. Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of rents due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided. In the event that the rent or any other monies which are due hereunder by Lessee are delinquent, Lessor may, upon the receipt of any payments, apply them to any account or period it shall determine in its discretion.

Section 28.20. Late Charges; Interest. N/A.

Section 28.21. No Security Guard Service. Lessee may hire and maintain one or more security guards or may contract with an outside entity to provide such guard(s), to patrol the Premises during the hours Lessee deems necessary and the cost for such services shall be borne solely by Lessee. Lessee acknowledges that Lessor hereby undertakes no liability for the provision of security services for the benefit of Lessee, its guests or other third parties, whether or not invitees of Lessee.

Section 28.21. Appropriation. Should funding become not available, due to lack of appropriation, Lessee may terminate this agreement upon fifteen (15) days’ notice.

[Signature Page Follows]
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease effective as of the day and year set forth above.

Lessor:

ELDA ID BO LLC,
an Idaho limited liability company,

By F-L Management, Inc.,
an Oregon corporation,
Its Manager

By

Marcus Fullard-Leo
Its President

Lessee:

CITY OF BOISE, by and through the
Division of Housing and Development

By:

Lauren McLean 4/14/20
Lauren McLean, Mayor

ATTEST:

Lynda Lowry
City Clerk  Lynda Lowry
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease effective as of the day and year set forth above.

Lessor:

ELDA ID BO LLC,
an Idaho limited liability company,

By F-L Management, Inc.,
an Oregon corporation,
Its Manager

By_______________________________
Marcus Fullard-Leo
Its President

Lessee:

CITY OF BOISE, by and through the
Division of Housing and Development

By: ________________________________
Lauren McLean, Mayor

ATTEST:

City Clerk  Lynda Lowry
EXHIBIT "A"
Property Description

PROPERTY COMMONLY IDENTIFIED AS

3031 West Main Street
Boise, Idaho 83702

County of Ada, State of Idaho

LEGAL DESCRIPTION:

TRACT I

A portion of the Owens Tract and a parcel lying between the Owens Tract and the Boise River all South of U.S. 30-20 Highway Couplet, in the South Half of the Southwest Quarter of Section 4, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho. Owens Tract filed in Book 10 of Plats at Page 500, records of Ada County, Idaho, more particularly described as follows:

BEGINNING at the POINT OF BEGINNING of the Owens Tract, which point is North 72°59'40" West, 1220.54 feet (originally recorded as North 70°30'20" West, 1271.3 feet) from the South one-quarter corner of Section 4, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho; thence North 34 degrees 23'00" West, 242.15 feet to a steel pin; thence North 28°36'00" West, 175.24 feet to a point; thence South 60°14'58" West, 141.07 feet to a point; thence South 06°15'30" East, 28.16 feet to a point; thence South 32°45'00" West, 34.70 feet to a point; thence South 51°48'00" West, 16.86 feet to a point; thence South 32°45'00" West, 82.67 feet to a point; thence South 58°21'02" East, 48.50 feet to a steel pin; thence South 36°59'30" East, 47.53 feet to a steel pin; thence South 60°04'00" East, 114.57 feet to a point; thence South 67°33'00" East, 61.68 feet to a steel pin; thence South 29°47'00" East, 50.57 feet to a steel pin; thence North 75°56'00" East, 170.60 feet to the POINT OF BEGINNING.

TRACT II

A tract of land lying between the Owens Tract and the Boise River, all South of U.S. 30-20 Highway Couplet, in the South Half of the Southwest Quarter of Section 4, Township 3 North, Range 2 East, of the Boise Meridian, Ada County, Idaho, more particularly described as follows:
COMMENCING at the South one-quarter corner of Section 4, Township 3 North, Range 2 East, of the Boise Meridian, Ada County, Idaho; thence North 72°59’40” West, 1220.54 feet (originally recorded as North 70°30’20” West, 1271.3 feet) to a pipe marking the POINT OF BEGINNING of the Owens Tract; thence South 75°56’00” West, 170.60 feet to a steel pin; thence North 29°47’00” West, 50.57 feet to a steel pin; thence North 67°33’00” West, 150.00 feet to a steel pin; thence North 36°59’30” West, 29.35 feet to the REAL POINT OF BEGINNING; thence continue North 36°59’30” West, 47.53 feet to a steel pin; thence North 58°21’02” West, 65.00 feet to a steel pin; thence South 18°21’00” East, 30.92 feet to a steel pin; thence South 60°04’00” East, 85.62 feet (formerly described as 85.82 feet in Warranty Deed Instrument No. 8626908, records of Ada County, Idaho) to the REAL POINT OF BEGINNING.

TRACT III

A parcel of land being a portion of the Owens Tract, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 10 of Plats at Page 500 lying in the Southwest Quarter of Section 4, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the South Quarter of said Section 4; thence North 72°59’40” West 1220.54 feet, formerly North 70°30’20” West 1271.3 feet to a point marking the Southeast corner of said Owens Tract; thence along the Easterly boundary of said Owens Tract North 34°23’00” West 242.15 feet to an iron pin; thence continuing North 28°36’00” West 175.24 feet to an iron pin marking the POINT OF BEGINNING; thence continuing North 28°36’00” West 125.99 feet to an iron pin; thence continuing North 14°57’00” West 7.04 feet to an iron pin on the Southerly right of way of West Main Street, also know as U.S. Highway 30-20, F.A.P. No. U-3021(22), said point marking a point of curve; thence along said Southerly right of way line along the arc of a curve to the left having a radius of 1136.42 feet, a central angle of 01°01’42”, a length of 22.09 feet and a long chord bearing South 60°51’00” West 22.09 feet to an iron pin marking a point of tangent; thence continuing South 60°14’58” West 9.57 feet to an iron pin; thence leaving said Southerly right of way line South 28°36’00” East 133.03 feet to an iron pin; thence North 60°14’58” East 30.00 feet to the POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION FOR COMBINED TRACTS I, II & III:

A parcel of land being a portion of Owens Tract and a parcel lying between the Owens Tract and the Boise River, all South of U.S. 30-20 Highway Couplet located in the S 1/2 SW 1/4 of Section 4, T.3N., R.2E., B.M., Boise, Ada County, Idaho and more
particularly described as follows:

COMMENCING at a brass cap marking the South 1/4 corner of Section 4, T.3N., R.2E., B.M., Boise, Ada County, Idaho; thence
North 72°59'40" West, 1220.54 feet to a point marking the point of beginning of the
Owens Tract and also the POINT OF BEGINNING of "Parcel B"; thence
North 34°23'00" West, 242.15 feet to an iron pin; thence
North 28°36'00" West, 301.23 feet to an iron pin; thence
North 14°57'00" West, 7.04 feet to an iron pin on a curve on the Southerly Boundary
line of the U.S. 30-20 Highway Couplet; thence along a curve to the left, having a radius
of 1136.40 feet, a central angle of 01°06'50" and a length of 22.09 feet and a long chord
bearing
South 60°48'23" West, 22.09 feet to an iron pin; thence continuing along said Southerly
Boundary line
South 60°14'58" West 9.57 feet to an iron pin; thence leaving said Southerly Boundary
Line
South 28°36'00 East, 133.03 feet to an iron pin; thence
South 60°14'58" West, 111.06 feet to an iron pin; thence
South 06°15'30" East, 28.16 feet to a PK nail; thence
South 32°45'00" West 34.70 feet to a PK nail; thence
South 51°48'00" West, 16.86 feet to a PK nail; thence
South 32°45'00" West, 82.67 feet to a point; thence
North 58°21'02" West, 16.50 feet to an iron pin; thence
South 18°21'00" East, 30.92 feet to an iron pin; thence
South 60°04'00" East, 85.62 feet to an iron pin; thence continuing
South 60°04'00" East, 114.57 feet to an iron pin; thence
South 67°33'00" East 61.68 feet to an iron pin; thence
South 29°47'00" East, 50.57 feet to an iron pin; thence
North 75°56'00" East, 170.60 feet to the POINT OF BEGINNING.

TRACT IV

An 24-foot access easement lying in portions of the Owens Tract and the Vacated Owens
Lane, as filed for record in the office of the Ada County Recorded, Boise, Idaho in Book
10 of Plats at page 500 lying in the SW 1/4 of said Section 4, T.3N., R.2E., B.M., Boise,
Ada County, Idaho and more particularly described as follows:

COMMENCING at a brass cap marking the South 1/4 of said Section 4; thence
North 72°59'40" West 1220.54 feet, formerly North 70°30'20" West 1271.3 feet, to a
point marking the Southeast corner of said Owens Tract; thence along the Easterly
boundary of said Owens Tract
North 34°23'00" West 242.15 feet to an iron pin; thence continuing
North 28°36'00" West 301.23 feet to an iron pin; thence continuing
North 14°57'00" West 7.04 feet to an iron pin on the Southerly right-of-way line along
the arc of a curve to the left having a radius of 1136.42 feet, a central angle of 01°06'50",
a length of 22.09 feet and a long chord bearing
South 60°48'23" West 22.09 feet to an iron pin marking a point of tangent; thence
continuing
South 60°14'58" West 156.81 feet to the POINT OF BEGINNING; thence leaving said Southerly right-of-way line
South 29°07'30" East 56.36 feet to a point; thence
South 57°15'00" East 86.41 feet to a point; thence
South 60°14'58" West 5.78 feet to a point; thence
South 06°15'30" East 28.16 feet to a point; thence
South 32°45'00" West 1.55 feet to a point; thence
North 43°04'27" West 18.61 feet to a point; thence
North 57°07'30" West 89.44 feet to a point; thence
North 29°07'30" West 62.11 feet to a point on said Southerly right-of-way line of West Main Street; thence along said Southerly right-of-way line
North 60°14'58" East 24.00 feet to the POINT OF BEGINNING.

TRACT V

An 21-foot access easement lying in a portion of the Owens Tract, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 10 of Plats at page 500 lying in the SW 1/4 of Section 4 T.3N., R.2E., B.M., Boise, Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the South 1/4 of said Section 4; thence
North 72°59'40" West 1220.54 feet, formerly North 70°30'20" West 1271.3 feet, to a point marking the Southeast corner of said Owens Tract; thence along the Easterly boundary of said Owens Tract
North 34°23'00" West 242.15 feet to an iron pin; thence continuing
North 28°36'00" West 301.23 feet to an iron pin; thence continuing
North 14°57'00" West 7.04 feet to an iron pin on the Southerly right-of-way of West Main Street, also known as U.S. Highway 30-20, F.A.P. No. U-3021(22), said point marking a point of curve; thence along said Southerly right-of-way line along the arc of a curve to the left having a radius of 1136.42 feet, a central angle of 01°01'42", a length of 22.09 feet and a long chord bearing
South 60°51'00" West 22.09 feet to an iron pin marking a point of tangent; thence continuing
South 60°14'58" West 9.57 feet to the POINT OF BEGINNING; thence leaving said Southerly right-of-way line
South 28°36'00" East 133.03 feet to a point; thence
South 60°14'58" West 21.00 feet to a point; thence
North 28°36'00" West 133.03 feet to a point on said Southerly right-of-way line of West Main Street; thence along said Southerly right-of-way line
North 60°15'58" East 21.00 feet to the POINT OF BEGINNING.

EXCEPTING THE FOLLOWING TITLE EXCEPTIONS AND ENCUMBRANCES OF RECORD:

1) An easement for the purpose shown below and rights incidental thereto as set forth in a document:
   Granted To: Mountain States Telephone and Telegraph Company
Purpose: Underground right of way and incidental purposes  
Recorded: August 14, 1969  
Instrument No.: 722960

2) An easement for ingress and egress over subject property as described in Warranty Deed:  
Recorded: October 9, 1973  
Instrument No.: 862894  
And in Quitclaim Deed  
Recorded: October 26, 1973  
Instrument No.: 864739

3) Limited access easements and conditions and restrictions relating thereto, as set forth in  
Warranty Deed:  
Recorded: September 16, 1963  
Instrument No.: 565884  
And as set forth in Second Judgment and Decree on Condemnation:  
Recorded: April 21, 1965  
Instrument No.: 609584  
Affects: Tracts IV and V described herein.

4) An easement for property slopes for cut of fill in favor of the State of Idaho, as set forth  
in  
Easement:  
Recorded: September 16, 1963  
Instrument No.: 565885  
And set forth in Second Decree of Condemnation.  
Recorded: April 21, 1965  
Instrument No.: 609584  
Affects: Tracts IV and V described herein.

5) Terms, provisions, covenants, conditions, definitions, options, obligations, reservations  
and  
restrictions, contained in a document  
Purpose: Warranty Deed  
Recorded: April 2, 2004  
Instrument No.: 104039037  
Re-recorded: May 6, 2005  
Instrument No.: 105057195

6) A Declaration of Easements, Covenants and Restrictions and rights incidental thereto as  
set  
forth in a document:  
Granted To: Shilo Inn, Boise Riverside, LLC  
Recorded: April 2, 2004
Instrument No.: 104039038
Re-recorded: May 6, 2005
Instrument No.: 105057196
Note: Said instrument also modifies that certain easement established in Instrument Nos.
862884 and 864739.
EXHIBIT “B”
Baseline Report

SEE ATTACHED PHASE 1 ENVIRONMENTAL REPORT
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Signature]
Date 5/1/2020

Marcus Fullard-Lee
Printed Name
President of F-L Management, Inc
Manager of ELDA IDX LLC
FIRST AMENDMENT
to that
FACILITIES LEASE AGREEMENT
by and between
ELDA ID BO, LLC and CITY OF BOISE CITY, IDAHO

WHEREAS, ELDA ID BO, LLC, dba Cottonwood Suites, ("Lessor") and the City of Boise City, Idaho ("Lessee") entered into a Facilities Lease Agreement ("Agreement"), which was Agreement was approved by Lessee on April 14, 2020 via RES 143-20; and

WHEREAS, the parties wish to amend the Agreement to include Federal Emergency Management Agency (FEMA) contract terms and to better address property insurance.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, stipulations, agreements and obligations hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged by the parties hereto, Lessor and Lessee covenant and agree as follows:

1. Section 17.02. Insurance, shall be and hereby is amended as follows:

Section 17.02. Insurance.
Lessee at all times shall provide and keep in force, self-insurance, in the amount set out by Idaho Law, of five hundred thousand dollars ($500,000.00) per occurrence, as specified in the Idaho Tort Claims Act, Title 6, Chapter 9 of the Idaho Code. Additionally, Lessee shall, at its sole cost and expense, throughout the term of the Lease, obtain and maintain liability insurance that covers additional claims not governed by the Idaho Tort Claims Act. Lessee shall provide a certificate of insurance to Lessor naming Lessor as an additional insured. This additional policy shall have the following limits and coverage:

   Bodily Injury and Property Damage Liability
   $1,000,000 each occurrence

   Combined Personal Injury Liability
   $1,000,000 each occurrence

   Products - Completed Operations
   $1,000,000 each occurrence

   General Aggregate Limit
   $2,000,000 each occurrence

Lessor shall be named as an Additional Insured along with any financial lending institutions if required by such lenders. The policy shall be on a primary occurrence form non-contributable to insurance carried by Lessor. Contractual Liability covering liability assumed under this Lease shall be a part of the coverage provided by Lessee's policy.

Lessor's Property Insurance. Lessor shall purchase and maintain insurance on the Property (excluding any of Lessee's Personal Property and Personal Property) against damage by fire and the perils now specified in the most current standard extended coverage endorsement in an amount equal to the replacement cost, as determined by Lessor, of the improvements thereon including Lessor's FF&E and personal property. The insurance provided for in this Section may be brought within the coverage of a blanket policy(s) of insurance carried and maintained by Lessor. Notwithstanding the foregoing, Lessor's reliance on the provisions contained within the Lease including insurance coverage by Lessee and obligation for maintenance of Lessor's FF&E.
and personal property, including but not limited to those obligations referenced in Section 2.08, Article V and Article XVII shall not be altered or in any way diminished by this amendment.

2. That a new Article XXIV be added to the Agreement, which shall read as follows:

**Article XXIX**

**Federally-required FEMA Contract Provisions**

29.01 Suspension and Debarment:
   
   (1) This contract is or may become a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Lessor is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

   (2) Lessor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

   (3) This certification is a material representation of fact relied upon by City. If it is later determined that Lessor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

   (4) Lessor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Lessor further agrees to include a provision requiring such compliance in its lower tier covered transactions, if any.


Contractors who apply or bid for an award of $100,000 or more shall file the required certification, attached hereto as Exhibit A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

29.03 Procurement of Recovered Materials:

(1) In the performance of this Agreement, Lessor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or

   c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated terms, is available at EPA’s Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
(3) Lessor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

29.04 Seal, Logo, and Flags. Lessor shall not use the DHS seal(s), logos, crests or reproductions of flags or likeness of DHS Agency officials without specific FEMA pre-approval. In addition, Lessor shall not use City of Boise seals, logos or trademarked images without City’s pre-approval.

29.05 Obligation by Federal Government. Although the City may seek FEMA reimbursement for amounts spent under this Agreement, the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

29.06 Program Fraud and False or Fraudulent Statements or Related Acts. Lessor that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Lessor’s actions pertaining to this Agreement.

3. Except as amended herein, each and every provision of the Facilities Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a representative of each of the respective Parties has hereunto set his or her hand, the date first written above.

For the City:
a municipal corporation formed and existing pursuant to Title 50, Idaho Code.

By: ______________________________

Lauren McLean,
MAYOR

ATTEST: ______________________________

Lynda Lowry
EX-OFFICIO CITY CLERK

For ELDA ID BO, LLC:

By ________________________________

F-L Management, Inc.
Manager

By ________________________________

printed name Marcus Fullard-Leo
President
Exhibit A

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

Printed Name
DevCo is requesting approval of a Final Plat for a residential subdivision comprised of 45 buildable lots and 3 common lots on 6.7 acres located at 5075 S. Holcomb Road in a R-1C (Single Family Residential) zone.
Summary
The Preliminary Plat for the Moxie Ridge Subdivision was approved by the Boise City Council on July 11, 2018 and included 121 buildable lots. The Moxie Ridge development was separated into two phases and the final plat for the first phase (i.e. Moxie Ridge Subdivision #1) was approved by City Council on August 22, 2018 which consisted of 76 buildable lots. The applicant now requests approval of the final plat for the second and final phase (i.e. Moxie Ridge Subdivision #2) which consists of 45 buildable lots. This subdivision is in conformance with the design and layout of the approved Preliminary Plat. In addition, Lot 1 Block 5 provides street frontage and potential connectivity with the industrial parcels adjacent to the west.

Recommendation
Approval of the Moxie Ridge Subdivision No. 2 Final Plat, subject to the recommended conditions of approval.
Conditions of Approval

Site Specific

1. Compliance with plans dated received February 27, 2018 and revised Preliminary Plat dated April 5, 2018, except as modified by the following conditions:

2. The applicant shall require the houses on Lots 50 - 53 and Lots 60 – 68 of Block 1 to use the Public Works Solid Waste carry-out service and pay the associated fees for the service. The HOA documents shall require these lots to use this service.

3. The applicant shall comply with the reduced interior setbacks of 3-feet interior side yard and 20-feet front yard to garage as measured from back of sidewalk.

4. A 5-foot wide detached sidewalk with eight-foot wide landscape buffer along Holcomb Street abutting the site is required.

5. A 5-foot attached sidewalk along the north side of Mendola Street as it extends through the hillside area is required.

6. The application ROS18-00014 shall be completed prior to Final Plat approval.

7. All lots along the north and west perimeter of the subject property shall comply with the Wildland Urban Interface (WUI) 30-foot defensible space setback.

8. The heavy construction traffic shall use the Holcomb Road access to enter and exit the subject property.

Agency Requirements

9. Compliance with the comments from the following agencies:
   a. Ada County Highway District (April 2, 2018);
   b. Building Permit (April 6, 2020),
   c. Central District Health (March 9, 2018); and
   d. Boise Fire Department (April 13, 2018)

10. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW) in the memos from:
    a. Street Lights (Subdivision) dated April 2, 2020,
    b. Sewer and irrigation Subdivision dated April 8, 2020,
    c. Grading and Drainage (Subdivision) dated March 28, 2018; and

Contact BCPW at 208-608-7150 for specific comments or questions. All requirements of the BCPW shall be completed or bonded for prior to submittal of the Final Plat for the signature of the Boise City Engineer.
11. Comply with requirements of Idaho Power.

12. Comply with the requirements of the Boise City Airport as per the letter dated April 26, 2018.

**Subdivision:**

13. 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 PUD18-00004 and CFH18-00025.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD18-00004 and CFH18-00025, 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.

14. A note be placed on the face of the Final Plat stating, “This subdivision is located in the Wild Urban Interface Zone B and Compliance with Section 7-01-09 of the Boise City Fire Prevention Code is required.”

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. This subdivision is located within the Airport Influence Area A, which is affected by average sound levels in the 60-65 DNL, and/or aircraft traffic patterns below 1,000 feet. All new residential development is subject to an avigation easement and required to meet the sound attenuation standards of a minimum noise level reduction (NLR) of 25 dB.

17. The utility, and cross access easement on Lot 31 shall be dedicate has right-of-way. This right-of-way dedication will stub the public street (E. Mendola Court) to the west.
18. The name **Moxie Ridge Subdivision** is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit the new name to the Ada County Surveyor for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Surveyor, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

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

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

20. Prior to submitting the mylar of the Final Plat for City Engineer's signature, all the conditions of approval must be satisfied. Approval's must be provided on agency letterhead.

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

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

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied, OR
   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.
NOTE: “No Parking” signs and curb painting shall be installed in accordance with the requirements of the International Fire Code 503.8 (B.C.C. 5-12-32). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.

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

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

25. Utility easements as required by the public utilities providing service shall be provided.

26. A letter of acceptance from the appropriate school district is required.

27. Developer shall provide a letter from the United States Postal Service approving the location of mailboxes.

Contact: Postmaster
770 S. 13th St.
Boise, ID 83708-0001
Phone No. (208) 433-4301

28. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan shall be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

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

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.
c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within one-year time it shall be deemed null and void.

30. All common driveway shall comply with the following requirements:

   a. Common driveway access easements shall be delineated on the Final Plat.

   b. A note on the Final Plat shall state: “Vehicular access to [list all lots utilizing a common driveway] shall be provided from a common driveway and not from the street.”

   c. A note on the Final Plat shall set forth the legal description of the driveway and convey to those lots taking access from the driveway the perpetual right of ingress and egress over the driveway, and provide that such perpetual easement shall run with the land.

   d. A restrictive covenant or other similar deed restriction acceptable to the Boise City Attorney shall be recorded which provides for the perpetual maintenance of the common driveway and shall run with the land.

   e. Street address numbers for homes utilizing a common driveway shall be visible from the street.

31. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded.

32. 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.

33. 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.

34. 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,

**Standard Conditions of Approval**

35. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.
36. **Vision Triangles**, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

37. 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.

38. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

39. 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.

40. 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.

41. Utility services shall be installed underground.

42. 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.

43. 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.

44. 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.
45. 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.

46. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

47. 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.

48. 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.

49. 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.
PLANNED UNIT DEVELOPMENT FOR
MOXIE RIDGE SUBDIVISION
LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 36
TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN
CITY OF BOISE, ADA COUNTY, IDAHO
2018

SITE DATA

SITE TYPE: RESIDENTIAL

SIZE: 130 AC

LOT SIZE: 24.19 AC

LOT SUMMARY

TOTAL LOTS: 130

DEVELOPER

Civil Engineer

Surveyor

CIVIL WORKS

804 W. RICHMOND STREET
BOISE, ID 83706
Ph: (208) 946-3874

PREPARED FOR:

REV. NO. DESCRIPTION DATE

CSW PROJECT NO. DRAWING DATE

MOXIE RIDGE SUBDIVISION PLANNED UNIT DEVELOPMENT

DEVCO LLC
4824 W. FAIRVIEW AVE
BOISE, ID 83705

Packet Pg. 668
CERTIFICATE OF OWNER:

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED DO HEREBY CERTIFY THAT WE ARE THE Owners of THE Real Property AS DESCRIBED BOLDLY AND IT IS OUR INTENTION TO INCLUDE Said Property IN THIS SUBDIVISION PLAN.

THE OWNERS FURTHER CERTIFY THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE 900, RECOMMENDED BY THE TOWN, IMPLEMENTED, AND AGREED BY WRITING TO TAKE ALL OF THE LOTS IN THIS SUBDIVISION, (S.C. 30.114)

THE PUBLIC STREETS, AS SHOWN ON THIS PLAN, ARE HEREBY DEEDED TO THE PUBLIC.

THE EASEMENTS AS SHOWN ON THIS PLAN ARE HEREBY RESERVES FOR PUBLIC UTILITIES AND MAY BE OTHERS AS DESCRIBED HERETO, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LIMIT OF SAID EASEMENTS.

MANNER OF RECORDING THIS DESCRIPTION IS IN ACCORDANCE WITH THE MANNER OF RECORDING THE SUBMISSION OF THE IMPROVEMENTS OF THE SITE.

A PARCEL OF LAND LOCATED IN THE NW1/4 OF SECTION 36, T. 9 N., R. 2 E., CITY OF BOISE, IDAHO COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE E1/4 CONER OF SAID SECTION 36, THERE 901.64 FEET TO THE NW1/4 OF SAID SECTION 36, A DISTANCE OF 681.23 FEET TO A S/N REBAR PLS 14221.

THENCE SOUTH 89°44'53" EAST, 484.95 FEET TO A S/N REBAR PLS 14222.

THENCE NORTH 71°27'51" EAST, PARALLELS WITH SAID WP1/4 OF THE NW1/4 OF SAID SECTION 36, A DISTANCE OF 175.28 FEET TO A S/N REBAR PLS 14223.

THENCE SOUTH 121°12'57" EAST, COINCIDENT WITH THE WESTLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 112.50 FEET TO A S/N REBAR PLS 14224.

THENCE SOUTH 89°44'49" EAST, COINCIDENT WITH THE SOUTHERLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 94.31 FEET TO A S/N REBAR PLS 14225.

THENCE SOUTH 121°12'59" EAST, CONSIDERED WITH THE WESTLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 111.02 FEET TO A S/N REBAR PLS 14226.

THENCE SOUTH 89°44'52" EAST, CONSIDERED WITH THE SOUTHERLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 92.57 FEET TO A S/N REBAR PLS 14227.

THENCE SOUTH 121°13'27" EAST, CONSIDERED WITH THE WESTLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 110.92 FEET TO A S/N REBAR PLS 14228.

THENCE SOUTH 89°44'27" EAST, CONSIDERED WITH THE SOUTHERLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 90.70 FEET TO A S/N REBAR PLS 14229.

THENCE SOUTH 121°13'14" EAST, CONSIDERED WITH THE WESTLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 109.63 FEET TO A S/N REBAR PLS 14230.

THENCE SOUTH 89°44'15" EAST, CONSIDERED WITH THE SOUTHERLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 89.47 FEET TO A S/N REBAR PLS 14231.

THENCE SOUTH 121°13'00" EAST, CONSIDERED WITH THE WESTLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 93.56 FEET TO A S/N REBAR PLS 14232.

THENCE SOUTH 89°44'08" EAST, CONSIDERED WITH THE SOUTHERLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 88.84 FEET TO A S/N REBAR PLS 14233.

THENCE SOUTH 121°12'59" EAST, CONSIDERED WITH THE WESTLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 0.58 FEET TO A S/N REBAR PLS 14234.

THENCE SOUTH 89°44'57" EAST, CONSIDERED WITH THE SOUTHERLY BOUNDARY OF SAID MINE RIDGE SUBDIVISION, A DISTANCE OF 0.00 FEET TO THE NORTH LAY OF SAID NW1/4 OF THE

THE ABOVE DEPICTED PARCEL, CONTAINS 0.88 ACRES MORE OR LESS.

GTA LLC
JAY CORNSORN, MEMBER

CERTIFICATE OF SURVEYOR:

I, CARL PONTER, PL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERSHIP WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLACED THEREON, AND IS IN COMPLIANCE WITH THE STATE OF IDAHO CODE RELATING TO PLAT SURVEY AND CONFORM TO THE PERMIT AND HANG.R ACIO CODE NO. HH-100 THROUGH HH-142.

CARL PONTER
PL. & 14221

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF AHA

BY THIS
DAY OF
2020, BEFORE ME, the undersigned, a notary public in and for SAWTOOTH LAND SURVEYING, LLC, did personally appear and execute the forementioned instrument, and acknowledged to me that he/she and the person/s on behalf of which instrument executed the same.

NOTARY PUBLIC FOR IDAHO

RECEIVED AT
MY CONSENT EXPIRES

PACKET PG 5/22
To: Planning and Development Services  
From: Tom Marshall, Street Light Program Technician  
Public Works Engineering  
Subject: Street Light Subdivision Comments  
SUB20-00013: 5075 S Holcomb Rd:

City Subdivision Conditions:

a. Developer shall delineate on the face of the final plat a Boise City street light easement, acceptable to the Boise City Department of Public Works, for the purpose of installing and maintaining city-owned street light fixtures, conduit, and wiring lying outside the dedicated public right-of-way (B.C.C. 11-09-03.6.).

b. The Developer shall be required to install, at their expense, street lights in accordance with Boise City Public Works specifications and standards at locations designated by the Public Works Department (B.C.C. 11-09-04.9.). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction or bonding.

c. **Fees:** Developer shall pay the current street light inspection and plan review fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

d. Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

e. The street lights shall be installed and accepted by the Boise City Public Works Department at the following locations. Unless otherwise noted, street lights shall be installed at a 25-foot minimum mounting height, Class “A” LED residential fixture (see Street Light Approval Fixtures on the City of Boise website)

   i) Light Locations:
      - Near lot 30
• Near lot 44
• Near lot 33

g. 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.

h. 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.

i. 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.

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
tmarshall@cityofboise.org

Making Boise the most livable city in the country.
To: Planning and Development Services
From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department
Subject: SUB20-00013; 5075 S Holcomb Road; Sewer Irrigation Sub Comments

1. STANDARD IRRIGATION CONDITIONS

   a. Comply with B.C.C. 11-09-04.11 concerning pressure irrigation requirements prior to
      signing of the final plat by the Boise City Engineer.
         1. The owner, person, firm or corporation filing the subdivision plat shall provide a
            pressurized irrigation system. The system must conform to the minimum design
            standards and specifications of Boise City, or of the entity that will operate and
            maintain the system, if that entity has published standards; or
         2. The owner, person, firm or corporation filing the subdivision plat shall provide
            written documentation that a valid waiver of the requirement to provide a pressure
            irrigation system and that Idaho Code 31-3805(1)(a) regarding transfer of water
            rights, has been complied with.
   b. Prior to either commencing construction or signing of the final plat by the Boise City
      Engineer, developer shall:
         1. Submit for approval by the Department of Public Works, construction plans and
            specifications for the pressurized system, stamped by a registered engineer.
         2. Provide written assurance that provisions have been made for ownership, operation,
            and maintenance of the system.
         3. Delineate all necessary irrigation easements on the final plat (B.C.C. 11-09-03.6).
   c. Developer shall provide for an independent inspection of the installation of irrigation
      facilities and written certification by the design or project engineer that the system was
      installed according to the approved plans. In addition, the Department of Public Works must
      be present for the system pressure test and participate in a final inspection.
   d. Developer may construct prior to final platting or bond in the amount of 110% of the
      estimated construction costs based on the approved plans.
e. **Fees**: Developer and/or owner shall pay the current inspection and plan review fees applicable to the proposed subdivision prior to signing of the final plat by the Boise City Engineer (B.C.C. 11-03-03.3.B.).

### 2. STANDARD SEWER CONDITIONS

**City Subdivision Conditions**

a. Wetline sewers are required (B.C.C. 11-09-04.4., *Required Improvements; Sanitary Sewer*).
   1. Plans shall be submitted to and approved by the Boise City Department of Public Works prior to commencing with construction. Developer and/or owner may either construct improvements prior to final platting or execute a performance agreement and provide surety in the amount of 110% of the estimated costs. The developer and/or owner shall coordinate with the Department of Public Works for construction inspection prior to and during construction. Unless otherwise approved by the Public Works Department, all sewer construction shall be completed and accepted within 90 days of plat recordation, or within 30 days of issuance of the first building permit within the subdivision, whichever comes first.

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

b. 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.

c. 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*).

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

c. Developer and/or owner shall make payment, 8” equivalent cost reimbursement, and comply with Boise City Code 8-11, *Sewer Ordinance*, on that portion of existing sewer line within the proposed subdivision prior to signing of the final plat by the Boise City Engineer. Contact the Department of Public Works for specific costs.

d. Unless previously paid, developer and/or owner shall pay a sewer assessment along S. Holcomb Road 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.
City of Boise Solid Waste staff has reviewed the application for this project and has the following comment(s):

Owners or tenants of the lots off the shared drives must pay for carry out service. The dead-end service drives are inaccessible to the collection truck, as they are unable to back onto public streets.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
April 6, 2020

PDS Building Department Plan Review
The subdivision Final plat SUB20-00013 has been reviewed and there are no comments at this time.

Jenny Nelson
Plans Examiner
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
   - waste flow characteristics
   - other ____________________________
6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
   - central sewage
   - interim sewage
   - individual sewage
   - community sewage system
   - central water
   - community water well
   - community water
   - sewage dry lines
9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
   - central sewage
   - 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: 4/7/2021
TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: David Moser, Associate Planner
DATE: May 5, 2020
RE: SUB20-00014 / Voyager Subdivision / Final Plat

ACME, LLC is requesting approval of a Final Plat for a residential subdivision comprised of 47 buildable lots and 4 common lots on 7.89 acres located at 871 S Five Mile Road in a R-1C (Single Family Residential) zone.

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Page 2 Summary and Recommendation
Page 3 Conditions of Approval
Page 9 Preliminary Plat
Page 11 Final Plat
Page 14 Agency Comments

Attachment: CC_PROJECT REPORT_MAY 5, 2020_SUB20-00014 (Voyager Subdivision)
Summary
The Preliminary Plat for Voyager Subdivision was approved by Boise City Council on December 17, 2019 and included 47 buildable lots. 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 Voyager Subdivision Final Plat, subject to the recommended conditions of approval.
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 August 27, 2019, revised site plan, preliminary plat and letter of explanation received September 25, 2019, and revised landscape plan received September 27, 2019, except as expressly modified by the following conditions:

   a. The center turn-lane (striping) in Five Mile Road shall be extended from the project entrance to the north to provide refuge for left turn movements. If this cannot be accommodated within the existing right-of-way without obstructing the shoulder, left turn movements leaving the site shall be restricted until Five Mile Road is widened. Final design of the entrance and left turn lane shall be coordinated with ACHD.

   b. A 5' wide asphalt path shall be installed in the right-of-way along Five Mile Road, from the project entrance to the intersection with Sandpiper Street. The path shall be detached from the roadway to the maximum extent possible and connect to the existing sidewalk at Sandpiper. The location and design of this pathway shall be coordinated with ACHD.

2. The minimum 20’ front setback for parking shall be measured from back of sidewalk within the development.

Agency Requirements

3. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District (October 4, 2019);
   b. Idaho Transportation Department (October 1, 2019);
   c. Boise City Building Department (September 6, 2019);
   d. Central District Health Department (September 10, 2019);
   e. Nampa & Meridian Irrigation District (September 19, 2019);
   f. Boise City Airport (September 3, 2019);
   g. Boise City Fire Department (September 25, 2019).

4. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   a. Sewer & Pressure Irrigation (April 6, 2020);
   b. Solid Waste (April 7, 2020);
   c. Grading & Drainage (April 7, 2020);
Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

Subdivision:

5. The following notes shall be placed on the face of the Final Plat stating:
   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by CAR19-00019, PUD19-00029 and SUB19-00048.
   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00029, at the time of issuance of individual building permits.
   c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.

6. A note on the face of the Final Plat shall designate that any Common Lots shall be owned and maintained by the Homeowner’s Association. These lots cannot be developed for residential purposes in the future. The common lots shall be designated by Lot and Block.

7. 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.
8. The name **Voyager 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.

9. 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).

10. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

11. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

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

   Contact: Postmaster
   770 S. 13th St.
   Boise, ID 83708-0001
   Phone No. (208) 433-4301

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

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

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied, **OR**

   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

   **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.
15. Covenants, homeowners' association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R's, no building permit shall be accepted until a copy of the recorded CC&R's has been submitted to the Boise City Attorney.

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

17. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

18. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,

19. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

   c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer's signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.
20. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-04.1. If a Non-Building Agreement is approved by Boise City Fire Department, no building permits shall be submitted until a “Satisfaction of Non-Building Agreement” is recorded.

21. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.

**Standard Conditions of Approval**

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

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

24. 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.

25. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

26. 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.

27. 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.

28. 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.
29. 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.

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

31. 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.

32. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

33. 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.

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

35. 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.
KNOW ALL MEN BY THESE PRESENTS:

THAT I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS MY INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

THE OWNER FURTHER CERTIFIES, THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE Nampa MERIDIAN IRRIGATION AND SUEZ WATER AND THAT THE Nampa MERIDIAN IRRIGATION AND SUEZ WATER HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION. (I.C. 50-1334)

THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREIN, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

THE PUBLIC STREETS, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE PUBLIC.

A PARCEL OF LAND LOCATED IN THE NE1/4 SE1/4 OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 EAST, B. M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, MARKED BY A BRASS CAPPS 11574, FROM WHICH THE E1/4 CORNER OF SAID SECTION 15, MARKED BY A BRASS CAPIS 2109, BEARS NORTH 00°11'46" EAST, 2655.21 FEET;

THENCE NORTH 00°11'46" EAST, COINCIDENT WITH THE EAST LINE OF THE SE1/4 OF SAID SECTION 15, A DISTANCE OF 1856.43 FEET;

THENCE NORTH 89°45'35" WEST, COINCIDENT WITH THE EXTENSION OF THE BOUNDARY LINE OF THE PARADISE NORTH SUBDIVISION NO. 2, BOOK 46, PAGES 3765-3766, ADA COUNTY RECORDS, A DISTANCE OF 18.96 FEET TO AN ANGLE POINT ON THE EAST LINE OF SAID PARADISE NORTH SUBDIVISION NO. 2 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°45'35" WEST, COINCIDENT WITH THE BOUNDARY LINE OF SAID PARADISE NORTH SUBDIVISION NO. 2, A DISTANCE OF 580.90 FEET;

THENCE NORTH 00°12'37" EAST, COINCIDENT WITH THE BOUNDARY LINE OF SAID PARADISE NORTH SUBDIVISION NO. 2, A DISTANCE OF 591.77 FEET TO THE SOUTH LINE OF A 10 FOOT CONSTRUCTION EASEMENT LYING 10.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 84;

THENCE SOUTH 89°35'01" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID CONSTRUCTION EASEMENT, 599.72 FEET TO SAID EAST LINE OF SECTION 15;

THENCE SOUTH 00°11'46" WEST, COINCIDENT WITH SAID EAST LINE, 401.02 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF FIVE MILE ROAD AND THE BEGINNINGS OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHERLY, 58.19 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT AND SAID WEST RIGHT-OF-LINE, HAVING A RADIUS OF 1587.02 FEET, A CENTRAL ANGLE OF 02°06'03", SUBSISTED BY A CHORD BEARING SOUTH 07°40'52" WEST, 58.19 FEET;

THENCE SOUTH 05°09'13" WEST, COINCIDENT WITH THE SAID WEST RIGHT-OF-LINE OF FIVE MILE ROAD, 131.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 8.091 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 00°11'46" EAST BETWEEN THE SOUTHEAST CORNER OF E1/4 CORNER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 EAST, B. M., ADA COUNTY, IDAHO.

CERTIFICATE OF OWNER:


KEVIN BORAH, P.L.S. 10561

CERTIFICATE OF SURVEYOR:

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13, have been satisfied according to the letter to be read on file with the county recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

CENTRAL DISTRICT HEALTH, (EHS) DATE

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the ___ day of ______, 2020.

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT DATE

APPROVAL OF CITY ENGINEER

I, the undersigned, city engineer in and for the City of Boise, Ada County, Idaho, do hereby approve this plat.

CITY ENGINEER DATE

APPROVAL OF CITY COUNCIL

I, the undersigned, city clerk in and for the city of Boise, Ada County, Idaho, do hereby certify that at a regular meeting of the city council held on the ___ day of ______, 2020 this plat was duly accepted and approved.

CITY CLERK DATE

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, professional land surveyor for Ada County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

COUNTRY SURVEYOR DATE

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, county treasurer in and for the county of Ada, state of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent property taxes for the property included in this proposed subdivision have been "PAID IN FULL," this certification is valid for the next thirty (30) days only.

COUNTRY TREASURER DATE

COUNTY RECORDERS CERTIFICATE

I, the undersigned, county recorder in and for the county of Ada, state of Idaho, do hereby certify that I have filed this plat for the request of Sawtooth Land Surveying, LLC, at ___ minutes past ___ O'clock ___ M. ___ day of ___ 2020, A.D., and was duly recorded in book ___ of plats at page ___ on ___ day of ___ 2020, A.D., and was duly recorded in book ___ of plats at page ___.

DEPUTY EX-OFFICIO RECORDER

COUNTY SURVEYOR CERTIFICATE

I, the undersigned, professional land surveyor for Ada County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

COUNTY SURVEYOR DATE

COUNTY TREASURER CERTIFICATE

I, the undersigned, county treasurer in and for the county of Ada, state of Idaho, do hereby certify that any and all current and/or delinquent property taxes for the property included in this proposed subdivision have been "PAID IN FULL," this certification is valid for the next thirty (30) days only.

COUNTY TREASURER DATE

STATE OF IDAHO

COUNTY OF ADA

COUNTY RECORDER CERTIFICATE

I, the undersigned, county recorder in and for the county of Ada, state of Idaho, do hereby certify that I have filed this plat for the request of Sawtooth Land Surveying, LLC, at ___ minutes past ___ O'clock ___ M. ___ day of ___ 2020, A.D., and was duly recorded in book ___ of plats at page ___ on ___ day of ___ 2020, A.D., and was duly recorded in book ___ of plats at page ___.

DEPUTY EX-OFFICIO RECORDER
CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: 6 April 2020

To: Planning and Development Services

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

Subject: Street Light Subdivision Comments
SUB20-00014: 871 S Five Mile Rd:

City Subdivision Conditions

a. Developer shall delineate on the face of the final plat a Boise City street light easement, acceptable to the Boise City Department of Public Works, for the purpose of installing and maintaining city-owned street light fixtures, conduit, and wiring lying outside the dedicated public right-of-way (B.C.C. 11-09-03.6.).

b. The Developer shall be required to install, at their expense, street lights in accordance with Boise City Public Works specifications and standards at locations designated by the Public Works Department (B.C.C. 11-09-04.9.). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction or bonding.

c. Fees: Developer shall pay the current street light inspection and plan review fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

d. Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

e. The street lights shall be installed and accepted by the Boise City Public Works Department at the following locations. Unless otherwise noted, street lights shall be installed at a 25-foot minimum mounting height, Class “A” LED residential fixture (see Street Light Approval Fixtures on the City of Boise website)

i) Light Locations:

- NEC of lot 1, block 1 30’ black davit pole facing Five Mile Rd for the intersection and a meter cabinet will be required.
• NWC of lot 29, block 1
• SWC of lot 23, block 1
• NWC of lot 11, block 1
• SWC of lot 1, block 2

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: Meter cabinet requirement

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
tmarshall@cityofboise.org

Making Boise the most livable city in the country.
To: Planning and Development Services
From: Melissa Jannusch, EIT
Associate Engineer
Public Works Engineering

Subject: SUB20-00014 | Voyager Subdivision Final
871 S Five Mile
Grading & Drainage, Hillside, & Misc. Engineering Comments

Comply with preliminary plat comments under SUB19-00048

If you have questions, please contact Melissa Jannusch

Melissa Jannusch, E.I.T.
Associate Engineer
Hillside Coordinator
Public Works Engineering
208-608-7168
mjannusch@cityofboise.org

Making Boise the most livable city in the country.

I:\PWA\Subjects\Review Comments\Subdivision Comments\MMJ-Subdivision Final Plat Comment 2020.docx
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. Developer and/or owner shall contact the Department of Public Works regarding the financing and details of extending the sewers to the subject property. Developer and/or owner shall enter into a sewer reimbursement agreement with the City of Boise.
   2. 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*.

   3. 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.
   4. 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*).

   **Special Conditions:** Extend sewer in W. Sandpiper St. to serve the subdivision.
City of Boise Solid Waste staff has reviewed the application for this project and has no comment. The lots are accessible for solid waste service.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
1. We have No Objections to this Proposal.

2. We recommend Denial of this Proposal.

3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

4. We will require more data concerning soil conditions on this Proposal before we can comment.

5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
   - high seasonal ground water
   - bedrock from original grade
   - waste flow characteristics
   - other ______________

6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
   - central sewage
   - interim sewage
   - community sewage system
   - individual sewage
   - central water
   - individual water

9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
   - central sewage
   - sewage dry lines
   - community sewage system
   - central water

10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

12. We will require plans be submitted for a plan review for any:
   - food establishment
   - beverage establishment
   - swimming pools or spas
   - grocery store
   - child care center

13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. ____________________________________________________________________________

Reviewed By: ____________________________
Date: 4/7/2022
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)
- News Rack Public Hearing Notice-Proof of Publication (PDF)
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.
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.
EXHIBIT “A”

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                          EX-OFFICIO CITY CLERK
Lauren McLean                  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.
5.C.1.d
FRIDAY FEBRUARY 14 2020 - SATURDAY FEBRUARY 15 2020

IDAHO STATESMAN....................................................................................

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NOTICES

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LEGAL NOTICE IS HEREBY GIVEN
that Trust Self Storage intends
to sell the property described below to enforce a lien imposed on
said property under the Idaho
Self Storage Facility Act Statutes
(Section 55-2306). The Owner
will sell through online auction
website www.storagetreasures.c
om starting on February 20th,
2020, the following:
Jarame Ell, 5130 S. Silver Spur,
Boise, ID 83709. Misc. household goods and boxes, mechanical supplies.
Chad Somers, 508 N. Clarence
Lane, Nampa, ID 83687. Misc.
household goods and boxes.
John
Grimes,
9254
W.
Alderberry, Boise ID 83709.
Misc. household goods and boxes.
Vincent Vineyard, 7638 Sundance Drive, ID 83709. Misc.
household goods and boxes.
Elisha Callahan, 6907 S. Acacia
Street, Boise, ID 83709. Misc.
household goods and boxes.
Valerie A Pickens, 1404 W. Jefferson Street, Boise, ID 83704.
BMW vehicle and household
goods.
Krystyna Hejmanowski, 6285 S.
Ruddsdale Ave, Boise, ID 83709.
Misc. household goods and boxes.
The sale is subject to cancellation in the event of settlement.
Should it be impossible to dispose of these goods by the end
of the scheduled online auction,
additional time will be added to
the auction as may be necessary
to complete the sale.
0004556503-01

(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. Cody Riddle
The Planning & Zoning Commission routinely conducts work sessions during the hour preceding
the public hearing. All work sessions are open to the public.
Call the Planning Staff at
(208)608-7100 for the work session agenda two days prior to
the hearing date if you are interested in attending.
BOISE CITY PLANNING & ZONING COMMISSION
Cody Riddle
Deputy Planning Director
BOISE CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
PUBLISH TWO TIMES: FEBRUARY 13 & 14, 2020
0004561854-01

cial arrangements for any meeting, please contact our office at
472-2921, at least 72 hours prior to the time of the meeting.
Due to sunshine laws it is requested that the applicant and
public do not contact the decision makers directly. All documentation and comments should
be submitted through staff or at
the Public Hearing.
Publish 2.16.2020
0004565313-01
LEGAL NOTICE OF PUBLIC
HEARINGS
PURSUANT TO ESTABLISHED
PROCEDURE, NOTICE IS HEREBY
GIVEN THAT THE GARDEN CITY
DESIGN COMMITTEE WILL HOLD
A PUBLIC HEARING AT 3:00 P.M.
ON MONDAY, MARCH 2, 2020,
AT GARDEN CITY HALL, 6015
GLENWOOD STREET, GARDEN
CITY, IDAHO TO CONSIDER A REQUEST FOR:
SUBFY2020 – 5: Pam Gaines
with neUdesign Architecture is
requesting an approval recommendation for a proposed eightunit residential subdivision. The
property is located at 404 E.
49th Street, Garden City, ID
83714; Ada County Parcel #
R7334160441. The property
was approved for a minor planned unit development and design
review
under
applications
MPUDFY2019-3/DSRFY2019-17
(respectively).
DSRFY2019 – 18: Bill Truax with
Parkway 405 LLC is requesting
design review approval for structures and site improvements associated with a mixed use development. The property is located
at N. Freeride Lane, Garden City,
ID 83714; Ada County Parcel #
R8583760500
DSRFY2019 – 21: Jeff Likes with
ALC Architecture is request Design Review approval of a proposed façade remodel located at
3840 W. Chinden Blvd., Ada
County Parcel R2734502515.
The property is located in the C1 G
l C
i l Z i

1 General Commercial Zoning
District.
We are pleased to make reasonable accommodations for members of the public who are disabled or require special assistance. For those requiring special arrangements for any meeting, please contact our office at
472-2921, at least 72 hours prior to the time of the meeting.
Due to sunshine laws it is requested that the applicant and
public do not contact the decision makers directly. All documentation and comments should
be submitted through staff or at
the Public Hearing.
Publish 2.13.2020
0004565342-01
LEGAL NOTICE OF PUBLIC
HEARINGS
PURSUANT TO ESTABLISHED
PROCEDURE, NOTICE IS HEREBY
GIVEN THAT THE GARDEN CITY
PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC
HEARING AT 6:30 P.M. ON WEDNESDAY, MARCH 18, 2020, AT
GARDEN CITY HALL, 6015
GLENWOOD STREET, GARDEN
CITY, IDAHO TO CONSIDER A REQUEST FOR:
SUBFY2020 – 5: Pam Gaines
with neUdesign Architecture is
requesting an approval recommendation for a proposed eightunit residential subdivision. The
property is located at 404 E.
49th Street, Garden City, ID
83714; Ada County Parcel #
R7334160441. The property
was approved for a minor planned unit development and design
review
under
applications
MPUDFY2019-3/DSRFY2019-17
(respectively).
CUPFY2020 – 8: Richard Wilmot
with Chrysalis Architecture is requesting a conditional use permit
for the use Axe Throwing. The
project is located at 3725 W.
Chinden Blvd., Garden City, ID
83714; Ada County Parcel #
R2734511345
CUPFY2020 – 9: Heather Dennis
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with Anser of Idaho is requesting
a conditional use permit to expand an existing school. The
property is located at 202 E.
42nd Street; Ada County Parcel
#’s
R2734501301,
R2734501132, R2734501308,
R2734501304.
We are pleased to make reasonable accommodations for members of the public who are disabled or require special assistance. For those requiring special arrangements for any meeting, please contact our office at
472-2921, at least 72 hours prior to the time of the meeting.
Due to sunshine laws it is requested that the applicant and
public do not contact the decision makers directly. All documentation and comments should
be submitted through staff or at
the Public Hearing.
Publish 2.16.2020
0004565323-01
NOTICE OF PUBLIC AUCTION:
The State of Idaho, Department
of Lands has state owned property including, but not limited to:
1994 Chevrolet 2500 and a
Terex Rough Terrain Forklift
that have been declared to be
surplus. These items will be sold
to the highest bidder at public
auction in accordance with Idaho
Code via online auction at https:/
/www.publicsurplus.com Auci
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tion will close: February 28.
All surplus property is sold “as-is” without warranty. See auction site https://www.publicsurpl
us.com for all terms of sale.
0004560058-01
Notice of Public Hearing
NOTICE IS HEREBY GIVEN that
on the 28th day of January,
2020, the Council of Boise City
received the following requests.
THE REQUEST(S) ARE
AS FOLLOWS:
NOTICE IS HEREBY GIVEN, in accordance with State Code 631311A, the City of Boise will hold
a public hearing to consider public comment on proposed fees,
related to the regulation of certain news racks, in the City Council Chambers, City Hall, 150
North Capitol Boulevard, Boise,
Idaho on March 3, 2020, at 6:00
p.m. According to Section 631311A, public entities proposing
to increase fees by more than
five percent (5%) or proposing
new fees are required to hold a
public hearing to provide opportunity for public comment. Generally, all proposed new fees and
fee increases are intended to
cover the cost of providing services. Written or oral comments
about the proposed rates are
welcome. Auxiliary aids or services for persons with disabilities
are available upon 48 hours of
advanced notice.
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LEGALS & PUBLIC
NOTICES

LEGALS & PUBLIC
NOTICES

LEGAL NOTICE
OF INTENT TO SELL
THE FOLLOWING
COMMODITIES
The City of Boise grows various
agriculture commodity crops at
the Twenty-Mile South Farm as a
part of their biosolids recycling
and reuse program. The City is
now accepting applications to
purchase the following crops
from the city: alfalfa haylage,
baled alfalfa hay, silage corn,
winter wheat, wheat straw,
triticale (green chopped) and
oats (green chopped or baled).
The City anticipates that purchase contracts will extend for a
three-year crop period (20212023) with crop prices established annually.
Applications to purchase commodities can be submitted at the
Twenty-Mile South Farm, 9560
West Nicholson Road, Kuna, ID
83634, business office during
normal hours until February 20th
2020, 3:00 pm local time.
Please include your quantity interest for each commodity listed
for the three-year period beginning with the 2021 crop season
and ending with the 2023 crop
season. The city reserves the
right to accept or reject any or
all applicants. For questions and
a copy of the application form,
call Steve Evans at (208) 5730077.
0004558174-01

LEGAL NOTICE OF
PUBLIC HEARING
Notice is hereby given that the
Star City Council will hold a Public Hearing on March 3, 2020 at
Star City Hall, 10769 W. State
Street, at 7:00 pm, or as soon
thereafter as the matter may be
heard.
Application: Flood Plain Ordinance No. 305
Amendment
Applicant: City of Star, 10769
W. State Street, Star, Idaho
Action: The Star City Council
desires to amend the Flood Plain
Ordinance No. 300 in accordance with FEMA standards as follows: Changing the designation
of Flood Plain Permit Timeframes, changing the designation date of the Flood Plain Map
for the City of Star as amended
for the Ada County Area and
Changing the date of the first official Flood Plain Ordinance.
Information/Comments: A
complete copy of the Ordinance
is available at City Hall for public
review. The City invites all interested parties to attend the meeting and provide public testimony.
Written comments will be accepted by the City until 2:00 pm on
the date of the public hearing.
Services for persons with disabilities may be made available if notice is received in advance of the
meeting by calling Star City Hall
at (208) 286-7247.
Cathy Ward
City Clerk
0004564945-01

Legal Notice of Public
Hearing
Boise City Planning & Zoning
Commission
LEGAL NOTICE IS HEREBY GIVEN
THAT THE BOISE CITY PLANNING & ZONING COMMISSION
WILL HOLD A PUBLIC HEARING
ON MARCH 2, 2020 AT 6:00
P.M. IN THE BOISE CITY HALL
MARYANNE JORDAN CITY COUNCIL CHAMBERS, 3RD FLOOR,
150 N. CAPITOL BOULEVARD,
TO HEAR REQUESTS BY:
ZOA19-00006 / Boise City
Planning and Development
Services
Amendment to Chapter 11-08
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LEGAL NOTICE OF PUBLIC
HEARINGS
PURSUANT TO ESTABLISHED
PROCEDURE, NOTICE IS HEREBY
GIVEN THAT THE GARDEN CITY
COUNCIL WILL HOLD A PUBLIC
HEARING AT 6:00 P.M. ON MONDAY, MARCH 23, 2020, AT GARDEN
CITY
HALL,
6015
GLENWOOD STREET, GARDEN
CITY, IDAHO TO CONSIDER A REQUEST FOR:
SUBFY2020 – 5: Pam Gaines
with neUdesign Architecture is
requesting approval for a proposed eight-unit residential subdivision. The property is located
at 404 E. 49th Street, Garden
City, ID 83714; Ada County Parcel # R7334160441. The property was approved for a minor
planned unit development and
design review under applications
MPUDFY2019-3/DSRFY2019-17
(respectively).
We are pleased to make reasonable accommodations for members of the public who are disabled or require special assistance. For those requiring spei l
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LEGALS & PUBLIC
NOTICES

LEGALS & PUBLIC
NOTICES

Legals

Legal Notice of Public Hearing
Boise City Planning & Zoning Commission
LEGAL NOTICE IS HEREBY GIVEN THAT THE BOISE CITY PLANNING
& ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MARCH
2, 2020 AT 6:00 P.M. IN THE BOISE CITY HALL MARYANNE JORDAN
CITY COUNCIL CHAMBERS, 3RD FLOOR, 150 N. CAPITOL BOULEVARD, TO HEAR REQUESTS BY:
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.
Cody Riddle
CVA19-00072 / ZGA Architects and Planners / 1714 N Cole
Rd
Variance to encroach into the side setback for a 24-unit multi-family
complex on 0.82 acres in a L-OD (Limited Office with Design Review)
zone. Ethan Mansfield
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. David
Moser
CAR20-00001 / Core Building Co. / 2507 W State St
Modification to a Development Agreement regarding access from
the alley and building design on 0.32 acres in a PC-D/DA (Pedestrian
Commercial with Design Review and Development Agreement) zone.
David Moser
PUD20-00002 & CVA20-00003 / Core Building Co. / 2507 W
State St
Conditional use permit for a planned residential development comprised of 10 multi-family units on 0.32 acres in a PC-D/DA (Pedestrian Commercial with Design Review and Development Agreement)
zone. A variance to encroach into the side setback is also included.
David Moser
CUP20-00005 / Locus LLC / 4222 W Emerald St
Conditional use permit for a special exception to operate a restaurant on 0.21 acres in a R-3D (Multi-Family Residential with Design Review) zone. Karla Nelson
PUD20-00009 / Meridian Holdings, LLC / 1420 S Maple
Grove Rd
Conditional use permit for a planned residential development comprised of 30 multi-family units on 1.06 acres in a C-2D (General
Commercial with Design Review) zone. Karla Nelson
PUD20-00006 / Brad Parsons / 3015 W Alpine St
Conditional use permit for a planned residential development comprised of 2 single-family dwellings on 0.3 acres in a R-2 (Medium
Density Residential) zone. Kevin Holmes
The Planning & Zoning Commission routinely conducts work sessions during the hour preceding the public hearing. All work sessions are open to the public. Call the Planning Staff at (208)6087100 for the work session agenda two days prior to the hearing
date if you are interested in attending.
BOISE CITY PLANNING & ZONING COMMISSION
Cody Riddle
Deputy Planning Director
BOISE CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
PUBLISH ONE TIME: FEBRUARY 14, 2020
0004565401-01

Legals

LEGALS & PUBLIC
NOTICES

LEGALS & PUBLIC
NOTICES

SOCIAL SECURITY
DISABILITY/SSI/VA

Been Denied?
Never Ever Give Up!
Free Appeal Today!
No Fee EVER Unless Approved!
Do You Have a
VA Disability Rating?

208-353-6809
IN THE DISTRICT COURT OF THE FOURTH JUDICIAL
DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA
BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE
FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST,
Plaintiff,
v.
WANDA BEATRICE LEWIS; THE UNKNOWN HEIRS, ASSIGNS AND DEVISEES OF FREDERICK LESTER LEWIS; SECRETARY OF HOUSING
AND URBAN DEVELOPMENT; AND DOES 1 THROUGH 20, INCLUSIVE, including all parties with an interest in and/or residing in real
property commonly known as, 1702 SHOSHONE STREET, BOISE,
IDAHO 83705, and legally described as: LOT 20 BLOCK B
EAGLESON PARK PLACE ACCORDING TO THE AMENDED PLAT
THEREOF, RECORDED IN BOOK 8 OF PLATS AT PAGE 370, RECORDS OF ADA COUNTY IDAHO,
Defendants.
Case No. CV01-19-20711
SUMMONS ON COMPLAINT FOR JUDICIAL FORECLOSURE
AND DECLARATORY RELIEF
NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PLAINTIFF.
THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE UNLESS YOU RESPOND WITHIN 21 DAYS.
READ THE INFORMATION BELOW.
TO THE ABOVE NAMED DEFENDANTS WANDA BEATRICE
LEWIS; THE UNKNOWN HEIRS, ASSIGNS AND DEVISEES OF
FREDERICK LESTER LEWIS; SECRETARY OF HOUSING AND
URBAN DEVELOPMENT; AND DOES 1 THROUGH 20, inclusive,
including all parties with an interest in and/or residing in real property commonly known as 1702 SHOSHONE STREET, BOISE, IDAHO 83705, and legally described in the caption above:
YOU ARE HEREBY NOTIFIED that in order to defend this
lawsuit, an appropriate written response must be filed with the
above-designated court at 200 W. Front St., Boise, ID 83702, (208)
287-6900, within TWENTY-ONE (21) days after service of this Summons on you. If you fail to so respond, the court may enter judgment against you as demanded by the plaintiff in the Complaint.
A copy of the Complaint is served with this Summons. If
you wish to seek the advice of or representation by an attorney in
this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights are protected.
An appropriate written response requires compliance with
Rule 2 and other Idaho Rules of Civil Procedure and shall also include;
1.
The title and number of this case.
2.
If your response is an Answer to the Complaint,
it must contain admissions or denials of the
separate allegations of the Complaint and oth
er defenses you may claim.
3.
Your signature, mailing address and telephone
number, or the signature, mailing address and
telephone number of your attorney.
4.
Proof of mailing or delivery of a copy of your re
sponse to the plaintiff=s attorney as designat
ed above.
To determine whether you must pay a filing fee with your
response, contact the Clerk of the above-named court.
DATED January 22, 2020
CLERK OF THE DISTRICT COURT
By: /s/ Sabrina Stokes
DEPUTY CLERK
CASPER J. RANKIN (SBN 9107)
LEWIS N. STODDARD (SBN 7766)
SYDNEY K. LEAVITT (SBN 8933)
ALDRIDGE PITE, LLP
13125 W PERSIMMON LN, STE 150
BOISE, ID 83713
Telephone: (208) 908-0709
Facsimile: (858) 726-6254
E-mail: sleavitt@aldridgepite.com
Attorneys for Plaintiff BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST
0004555088-01

Legals

ORDINANCE NO. 303
(REPEALING THE UNIFIED DEVELOPMENT CODE)
AN ORDINANCE OF THE CITY OF STAR, IDAHO REPEALING
THE UNIFIED DEVELOPMENT CODE, ORDINANCE NO. 215
AND SUBSEQUENT TEXT AMENDMENTS 223, 236, 246, 252,
255, 290; ADOPTING THE UNIFIED DEVLOPEMENT CODE FOR
THE CITY OF STAR, IDAHO; PROVIDING FOR ADMINISTRATION, NON CONFORMING USES, ZONING DISTRICT STANDARDS, REGULATIONS APPLICABLE TO ALL DISTRICTS, SPECIFIC USE STANDARDS, SUBDIVISION REGULATIONS, PLANNED UNIT DEVELOPMENTS AND SIGN REGULATIONS; AND
PROVIDING AN EFFECTIVE DATE.
WHEREAS, the Mayor and Council of the City of Star, Idaho following notice and hearing as provided by law, duly adopted the
Unified Development Code Ordinance No. 215 on November 1,
2011, as amended by Ordinance No. 223 adopted on February 21,
2012, as amended by Ordinance No. 236 adopted on July 15,
2014, as amended by Ordinance No. 246 adopted on March 17,
2015, as amended by Ordinance No. 252 adopted on November 2,
2015, as amended by Ordinance No. 255 adopted on April 19,
2016, and as amended by Ordinance No. 290 adopted on July 16,
2019 shall hereby all be repealed and that the attached Unified Development Code for the City of Star be adopted.
WHEREAS, pursuant to Chapter 65, Title 67, Idaho
Code, the City of Star has the authority to adopt, establish and
amend the Zoning and Subdivision Ordinances; and
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STAR, IDAHO as follows:
SECTION 1: Repeals the Unified Development Code, Ordinance
215 and all of the above stated amendments.
SECTION 2: Enacts the Unified Development Code of the City of
Star which contains eight (8) chapters summarized as follows:
Chapter 1 – Administration, covering General Provisions,
Specific Provisions and Surety Agreements
Chapter 2 – Non-Conforming Property, Use or Structure,
covering property that does not fall within the guidelines
of the newly adopted Unified Development Code
Chapter 3 – Zoning District Standards, covering descrip
tions of uses permitted in specific districts
Chapter 4 – Regulations Applicable to all Districts, cover
ing Standard Regulations in all Districts, Landscaping Re
quirements, Off-Street Parking and Loading Require
ments, Temporary Use Requirements, Private Street Re
quirements, Common Open Space and Site Amenity Re
quirements
Chapter 5 – Specific Use Standards, requiring enhanced
requirements for Specific Uses
Chapter 6 – Subdivision Regulations, covering General
Provisions, Subdivision Process and Subdivision Design
and Improvements
Chapter 7 – Planned Unit Developments, providing oppor
tunities for exemplary site Development
Chapter 8 – Sign Regulations, covering General Provi
sions for all signs in the City of Star
SECTION 3: Designates the Star City land use map on file with the
Star City Clerk as the Official Zoning Map of the City of Star.
SECTION 4: This Ordinance shall take effect and be in force from
and after its passage, approval, and publication as required by law.
In lieu of publication of the entire Ordinance, a summary thereof in
compliance with Section 50-901A, Idaho Code, may be published.
DATED this 12th day of February, 2020.
CITY OF STAR, IDAHO
Ada and Canyon Counties
/s/ Trevor Chadwick
Trevor Chadwick, Mayor
ATTEST: /s/ Cathy Ward
Cathy Ward, City Clerk/Treas.
0004564246-01
Invitation to Bid:
Walla Walla Public Schools, Jackson Contractor Group, and Architects West, are pleased to offer you the opportunity to propose
upon Walla Walla High School Renovation Project Bid Package
2 - Infrastructure. Bids will be accepted for the following bid package items:
2.3A
Cast-In-Place Concrete & Concrete Paving (Flatwork)
2.22A
Plumbing & Mechanical Piping
2.26A
Electrical/Communications/Safety & Security
2.31A
Sitework/Site Demo/Asphalt Patch/Excavations/Backfill/
Compaction/Utilities
BID DATE AND TIME OF MARCH 5, 2020 AT 3:00PM PST IS
FIRM.
Sealed bids are to be delivered by hand or postal mail to:
Walla Walla Public Schools
Attn: Dr. Wade Smith
364 South Park Street
Walla Walla, WA 99362
Bids received after this time will not be considered. Sealed
bids will be opened and publicly read at 3:00 p.m. on March
5th, 2020 at Walla Walla Public Schools office located at the
address noted above.
PRE-BID CONFERENCE DATE AND TIME OF FEBRUARY 24th,
2020 AT 1:00 PM PST IS FIRM.
NON-Mandatory, but highly encouraged to attend. Please
park on East end of campus and meet in front of Wenaha office trailer parked in NE corner of the campus.
The Contract Documents may be viewed at the following locations:
Abadan Regional Plan Center
Daily Journal of Commerce Plan Center, Seattle
Spokane Regional Plan Center
Tri-City Construction Council
Walla Walla Valley Plan Center
Architects West Electronic Plan Room URL: www.architectswestplan
s.com
Procore Via Jackson Contractor Group, Inc. (509) 524-8585
Bids are to be delivered in a sealed envelope utilizing bid form provided via postal mail, or hand delivered. No Bidder may withdraw
their Bid for at least sixty (60) days after the scheduled time for receipt of bids, except as noted in the instructions to bidders. The
owner and construction manager reserve the right to reject any or
all proposals, to waive any formality or technicality submitted and to
accept the proposal which best serves the interests of the Owner.
Bidders whose base bid amount will equal or exceed $300,000 will
be required to furnish a bid bond (bid security or cashier’s check
made payable to GC/CM) in the amount of 10% of the base bid for
each bid package. Additionally, all Subcontractors who are awarded
a contract over $300,000 shall provide a Performance & Payment
bond from a qualified and acceptable surety for their contract
amount.
Each bidder is required to have a valid State of Washington Contractor’s Registration/license in the proper classification. The Contractor
shall comply with all fair labor practices, must meet the requirements of the State Statutes and must pay the prevailing rate of wages to workers performing labor in accordance with the Specifications and other contract documents.
Questions regarding this Invitation to Bid should be directed to Rylan
Oakland, Jackson Contractor Group, Inc. (509) 524-8585.
0004561979-01

Attachment: News Rack Public Hearing Notice-Proof of Publication (ORD-10-20 : Enacting a New Boise City Code Section, Title 3, Chapter 18, News Racks)

Legals

Packet Pg. 718


TO: Mayor and Council
FROM: Adam Dingeldein, Legal
NUMBER: RES-123-20
DATE: January 24, 2020
SUBJECT: News Rack Fees

BACKGROUND:

The City desires to implement regulations for the placement and design of certain news racks in the downtown and surrounding areas. These regulations will help protect and promote the health, safety, and general welfare of Boise pedestrians. This resolution adopts the appropriate fees and charges necessary to recoup the actual service and administrative costs of enforcing regulations for such businesses without restraining, burdening, or over regulating the businesses.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Exhibit A - Fee Chart (PDF)
- Exhibit B - News Rack Public Hearing Notice-Proof of Publication Final Executed Document (PDF)
CITY OF BOISE

Resolution NO. RES-123-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION DECLARING THE INTENT OF THE CITY OF BOISE, BY AND THROUGH ITS FINANCE AND ADMINISTRATION DEPARTMENT (CITY CLERK'S OFFICE), AND PROPOSING THE FEES AND CHARGES FOR NEWS RACKS; APPROVING THE PLACEMENT OF THESE FEES ON THE CITY'S MASTER FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, new fees have been recommended by the Department of Finance and Administration through the City Clerk's Office, consistent with adopted City policy related to user fees; and

WHEREAS, the Boise City Council, during a public hearing on these proposed new fees, held March 3, 2020, approved, in concept, establishing new fees for the regulation of certain news racks, in order to assess users the appropriate fees and charges to recoup the actual service and administrative costs of enforcing regulations for such businesses; and

WHEREAS, each of the proposed fees and fee increases recover actual costs and the fees do not exceed the cost to the City to deliver the services and are set forth in "Exhibit A" attached hereto; and

WHEREAS, in compliance with Idaho Code 63-1311A, the City of Boise advertised the prospect of new fees and advertised a public hearing on the new fees for March 3, 2020, in order to provide the opportunity for the public to comment on the proposed new fees; and

WHEREAS, a copy of the advertisement, providing notice of the proposed fees and public hearing date, is attached hereto as "Exhibit B"; and

WHEREAS, on March 3, 2020, following a duly convened public hearing to consider the requested new fees, City Council approved those fees as depicted in "Exhibit A."

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

Section 1. The proposed new fees indicated on "Exhibit A" be approved.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
<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>
</tbody>
</table>
LEGAL NOTICES & PUBLIC NOTICES

**LEGAL NOTICE OF MORTGAGE SALE**
The sale is subject to cancellation. The property is located at 7220 N. Killdeer Court, Boise, ID 83714.

**LEGAL NOTICE OF MORTGAGE SALE**
The sale is subject to cancellation. The property is located at 7000 W. Killdeer Court, Boise, ID 83714.

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LEGAL NOTICES & PUBLIC NOTICES

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NOTICE TO CREDITORS

In re the Application of the State of Idaho, Plaintiff, in the Matter of the State of Idaho, Defendant.

NOTICE TO CREDITORS

Notice is hereby given that the undersigned has been appointed Receiver for the subject property and its proceeds and that the undersigned is authorized to make demands for payment and to receive and distribute the proceeds. Creditors are requested to present their claims in writing within 90 days after the date of this notice or thereafter if a Court order is required to receive or present their claims. Failure to provide a written statement of a claim within the 90-day period or a Court order may result in the claim being permanently barred.

All creditors whose claims against the subject property are to be considered are required to present their claims in writing to the undersigned at the address indicated below. Failure to do so will result in the claim being permanently barred.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF IDAHO, IN AND FOR THE COUNTY OF ADA

Case No. CV01-20-02044

Notice to Creditors

By /s/ Timothy M. Lamb
Dated: 2/3/2020

A hearing on the petition is set for the date of March 11, 2020.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF IDAHO, IN AND FOR THE COUNTY OF ADA

Case No. CV01-20-00678

Notice to Creditors

By /s/ Timothy M. Lamb
Dated: 2/3/2020

A hearing on the petition is set for the date of March 11, 2020.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF IDAHO, IN AND FOR THE COUNTY OF ADA

Case No. CV01-20-01269

Notice to Creditors

By /s/ Timothy M. Lamb
Dated: 2/3/2020

A hearing on the petition is set for the date of March 11, 2020.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF IDAHO, IN AND FOR THE COUNTY OF ADA

Case No. CV01-20-01613

Notice to Creditors

By /s/ Timothy M. Lamb
Dated: 2/3/2020

A hearing on the petition is set for the date of March 11, 2020.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF IDAHO, IN AND FOR THE COUNTY OF ADA

Case No. CV01-20-01206

Notice to Creditors

By /s/ Timothy M. Lamb
Dated: 2/3/2020

A hearing on the petition is set for the date of March 11, 2020.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF IDAHO, IN AND FOR THE COUNTY OF ADA

Case No. CV01-20-01614

Notice to Creditors

By /s/ Timothy M. Lamb
Dated: 2/3/2020

A hearing on the petition is set for the date of March 11, 2020.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF IDAHO, IN AND FOR THE COUNTY OF ADA

Case No. CV01-20-01746

Notice to Creditors

By /s/ Timothy M. Lamb
Dated: 2/3/2020

A hearing on the petition is set for the date of March 11, 2020.
MEMO

TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Nicolette Womack, Associate Planner
HEARING DATE: March 3, 2020
RE: SOS20-00002 / 5750 N. Cloverdale Rd. / Plat Note Vacation

All in One Construction and Remodel Service is requesting a vacation of plat note regarding building setbacks for Lot 20 of Block 1 in the Jones Striburek Subdivision on 0.85 acres in a R-1C (Single-Family Residential) zone.

Table of Contents
- Applicable Law
- Analysis
- Recommendation
- Vicinity Map
- Jones Striburek Subdivision Plat
- Vacation of Plat Note Application

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDSOnline.
**Applicable Law:**
Idaho Code, Section 50-1306A

**VACATION OF PLATS -- PROCEDURE.**
(1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the City Council if it is located within the boundaries of a City, or the County Commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the requests to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the City Clerk.

(2) Written notice of public hearing on said petition shall be given, by certified mail with return receipt, at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. Such notice of public hearing shall also be published once a week for two (2) successive weeks in the official newspaper of the city, the last of which shall be not less than seven (7) days prior to the date of said hearing; provided, however, that in a proceeding as to the vacation of all or a portion of a cemetery plat where there has been no interment, or in the case of a cemetery being within three hundred (300) feet of another plat for which a vacation is sought, publication of the notice of hearing shall be the only required notice as to the property owners in the cemetery.

(3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

**Analysis:**
The Jones-Striburek Subdivision, recorded in 1972, required specific building setbacks on the plat. These required setbacks are as follows: 50-foot front, 10-foot side and 20-foot rear. However, the subject property is zoned R-1C (Single Family Residential) which normally requires smaller setbacks from the front, side and rear property lines. As such, the applicant requests to vacate the front and side yard building setback plat notes in order to construct an attached garage addition to the north side of the single-family home. With this plat note vacation the applicant could construct the addition with a 35-foot front and 9-foot side yard setback, which exceeds with the standard setback requirements for the single-family residential zones. In addition, the plat note vacation would only affect the subject property. Adjacent to the south is a neighborhood comprised of smaller parcels zoned R-1C and 20-foot front and 5-foot side yard setbacks are allowed within this zone.

It is important to note, the subject property is also encumbered with a utility and drainage easement that extends 10-feet wide along the north property line. Although the Planning Team finds the vacation of the front and side yard building setback plat note to be compatible with the area, the applicant will still need to vacate this easement in order to construct the addition 9-feet from the side property line.

**Recommendation:**
The Planning Team recommends the Boise City Council approve the vacation.
Vacation of Plat Note Application Form

**Property Information**

Address: Street Number: 5750
Prefix: Norm
Street Name: Cloverdale
Subdivision: Jones Sriburek
Block: 1
Lot: 20
Section: 27
Township: 4N
Range: 1E
Primary Parcel Number: [ ] [ ] [ ] [ ] [ ] Additional Parcels: N/A

**Applicant Information**

First Name: Tim
Last Name: Westhusin
Company: All In One Const and Rem Svc
Phone: 2088697619
Address: 2892 E Tiber Dr
City: Meridian
State: ID
Zip: 83642
E-mail: Allin1carpentry@yahoo.com
Cell: 2088697619
Fax:

**Agent/Representative Information**

First Name: 
Last Name: 
Company: 
Phone: 
Address: 
City: 
State: 
Zip: 
E-mail: 
Cell: 
Fax:

Role Type: [ ] Surveyor [ ] Land Developer [ ] Engineer [ ] Architect [ ] Other

**Owner Information**

Same as Applicant? [ ] Yes [ ] No (If yes, leave this section blank)

First Name: Jacob
Last Name: Anderson
Company: 
Phone: 2089397128
Address: 5750 N Cloverdale Rd
City: Boise
State: ID
Zip: 83713
E-mail: JacobWinterAnderson@gmail.com
Cell: 
Fax:

www.cityofboise.org/pds

City of Boise Planning & Development Services
P.O. Box 500 • 150 N. Capitol Blvd • Boise, Idaho 83701-0500
Phone 208/384-3830 • Fax 208/384-3814 • TDD/TTY 800/377-3529

Packet Pg. 730
1. **Type of Vacation:** ☑ Easement       ☐ Plat Note       ☐ Consent for Right-of-Way

   **Note:** Multiple vacations can be included on the same application if located within the same area.

   Please describe the easement, plat note or right-of-way to be vacated: 50' front setback and 10' side setback

2. **Annexation Date (mm/dd/yyyy):**

3. **Neighborhood Association:** Jones Stiburek Sub

4. **Comprehensive Planning Area:**

The following items must be submitted with this application:

Completed Vacation of Easement, Plat Note or Consent to Vacate Right-of-Way Checklist and all required documents, maps and fees.

Applicant/Representative Signature ____________________________

Date ________________

Print Form
Dear Sir's and Madams

I am requesting a vacation of plat notes for the Jones Stiburek subdivision, primarily for lot 20 or 5750 N Cloverdale Rd. The Plate note set a front setback of 50’ and a 10’ side setback. Cloverdale road has been recently expanded and the property lines adjusted accordingly. Currently the existing house is only 33’ (approx.) set back in the front. We would like to build a attached garage on the North end of the house, it will be set back 35’ 6” (approx.) from property line, two feet six inches farther back than the existing house. The north end of the New Garage will encroach on the 10’ side setback. It will set back 9’ (Approx.) off the property line. I would like to vacate the plate notes and set the setbacks to the current zoning setbacks or at least enough to accommodate for the addition of the garage. The property is zoned R-1C which states a 20’ front setback and a 5’ side setback so we are well within the Zone setbacks.

Thanks For your consideration

Tim Westhusin

All in One Construction and Remodel Services
MEMO

TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Nicolette Womack, Associate Planner
DATE: March 17, 2020
RE: SOS20-00002 / 5750 N. Cloverdale Rd. / Plat Note Vacation

PROJECT DESCRIPTION
All in One Construction and Remodel Service is requesting a vacation of plat note regarding building setbacks for Lot 20 of Block 1 in the Jones Striburek Subdivision on 0.85 acres in a R-1C (Single-Family Residential) zone.

REQUEST
Deferral to the April 7th, 2020 City Council hearing is requested for this item to allow time to consider design alternatives.
TO: Mayor and Boise City Council
FROM: Nicolette Womack, Associate Planner
CC: Cody Riddle, Deputy Director - Current Planning
DATE: April 7, 2020
RE: SOS20-00002 / Deferred Until Further Notice

PROJECT DESCRIPTION
All in One Construction and Remodel Service is requesting a vacation of plat note regarding building setbacks for Lot 20 of Block 1 in the Jones Striburek Subdivision on 0.85 acres in a R-1C (Single-Family Residential) zone.

ACTION
Public hearing and Council action on this item will be **deferred indefinitely** until further notice and subject to further action under Boise City Code Title 1, Chapter 15. Regular notification of the item will occur once rescheduled.
TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Nicolette Womack, Associate Planner
HEARING DATE: May 12, 2020
RE: SOS20-00002 / 5750 N. Cloverdale Rd. / Plat Note & Easement Vacation

All in One Construction and Remodel Service is requesting to vacate the required front and side yard building setback and north side yard utility and drainage easement for Lot 20 of Block 1 in the Jones Striburek Subdivision on 0.85 acres in a R-1C (Single-Family Residential) zone.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
Applicable Law:
Idaho Code, Section 50-1306A

VACATION OF PLATS -- PROCEDURE.
(1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the City Council if it is located within the boundaries of a City, or the County Commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the requests to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the City Clerk.

(2) Written notice of public hearing on said petition shall be given, by certified mail with return receipt, at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. Such notice of public hearing shall also be published once a week for two (2) successive weeks in the official newspaper of the city, the last of which shall be not less than seven (7) days prior to the date of said hearing; provided, however, that in a proceeding as to the vacation of all or a portion of a cemetery plat where there has been no interment, or in the case of a cemetery being within three hundred (300) feet of another plat for which a vacation is sought, publication of the notice of hearing shall be the only required notice as to the property owners in the cemetery.

(3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

(5) In the case of easements granted for gas, sewer, water, telephone, cable television, power, drainage, and slope purposes, public notice of intent to vacate is not required. Vacation of these easements shall occur upon the recording of the new or amended plat, provided that all affected easement holders have been notified by certified mail, return receipt requested, of the proposed vacation and have agreed to the same in writing.

Analysis:
The Jones-Striburek Subdivision, recorded in 1972, required specific building setbacks on the plat. These required setbacks are as follows: 50-foot front, 10-foot side and 20-foot rear. However, the subject property is zoned R-1C (Single Family Residential) which normally allows a 20’ front yard and 5’ side yard setback from property lines. As such, the applicant requests to vacate the front and side yard building setback plat notes in order to construct an attached garage addition to the north side of the single-family home using these setbacks. In addition, the plat note vacation would only affect the subject property. Adjacent to the south is a neighborhood comprised of smaller parcels zoned R-1C and 20-foot front and 5-foot side yard setbacks are allowed within this zone.
The Jones-Striburek Subdivision also included a 10' wide utility and drainage easement along the subject property’s north side yard. In accordance with Idaho Code, Section 50-1306A, all affected easement holders have been notified by certified mail of the proposed vacation and have agreed to the proposal in writing. As such, the Planning Team finds the application to be consistent with the standards for approval.

**Recommendation:**
The Planning Team recommends the Boise City Council approve the vacation.
Hi Nicolette,

This looks good to me. Thanks for all of your help with this!

Thanks,
Jacob

On Thu, Apr 23, 2020 at 11:20 AM Nicolette Womack <nwomack@cityofboise.org> wrote:

Jacob and Tim,

I left you both voicemails, but will detail things here. You’ll receive an official letter shortly, your item has been scheduled to be heard at the May 12th City Council Virtual Hearing. You will not need to speak, the letter will include where you can watch though. Attached is the project report for your item. Please read it carefully and send me an email confirming you agree this satisfies your request. We’ll include your email in the packet to the City Council so they know we worked things out.

Thank you,

Nicolette Womack
Assoc. Planner, Current Planning & Subdivisions
Planning and Development Services
Office: 208-608-7090 | Fax: 208-384-3753
nwomack@cityofboise.org

Making Boise the most livable city in the country.

*City Hall is closed to the public until further notice. Email is my preferred form of communication, but I will still be taking phone calls or setting up Teams meetings on a scheduled basis.
Vacation of Plat Note Application Form

New! Type data directly into our forms.
Note: Be sure to print this form before saving it or you will lose your data. This form cannot be saved to your computer.

Property Information

Address: Street Number: 5750
Prefix: N
Street Name: Cloverdale

Subdivision: Jones Stribecek
Block: 1
Lot: 20
Section: 27
Township: 4N
Range: 1E

Primary Parcel Number: Additional Parcels: N/A

Applicant Information

First Name: Tim
Last Name: Westhusin

Company: All in One Const and Rem Svc
Phone: 2088697619

Address: 2892 E Tiber Dr
City: Meridian
State: ID
Zip: 83642

E-mail: Allin1carpentry@yahoo.com
Cell: 2088697619
Fax:

Agent/Representative Information

First Name: 
Last Name: 

Company: 
Phone: 

Address: 
City: 
State: 
Zip: 

E-mail: 
Cell: 
Fax:

Role Type: ☐ Surveyor ☐ Land Developer ☐ Engineer ☐ Architect ☐ Other

Owner Information

Same as Applicant? ☐ Yes ☐ No *(If yes, leave this section blank)*

First Name: Jacob
Last Name: Anderson

Company: 
Phone: 2089397128

Address: 5750 N Cloverdale Rd
City: Boise
State: ID
Zip: 83713

E-mail: jacobwinteranderson@gmail.com
Cell: 
Fax: 

www.cityofboise.org/pds
City of Boise Planning & Development Services
P.O. Box 500 • 150 N. Capitol Blvd • Boise, Idaho 83701-0500
Phone 208/384-3830 • Fax 208/384-3814 • TDD/TTY 800/377-3529

Date Received: 
Revised 05/2010
1. **Type of Vacation:** □ Easement  □ Plat Note  □ Consent for Right-of-Way

   **Note:** Multiple vacations can be included on the same application if located within the same area.

   Please describe the easement, plat note or right-of-way to be vacated: 50' front Setback and 10' Side Setback

2. **Annexation Date (mm/dd/yyyy):**

3. **Neighborhood Association:** Jones Stiburek Sub

4. **Comprehensive Planning Area:**

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**The following items must be submitted with this application:**

Completed Vacation of Easement, Plat Note or Consent to Vacate Right-of-Way Checklist and all required documents, maps and fees.

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Applicant/Representative Signature  ____________________________  Date  ____________________________

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"Print Form"
Dear Sir's and Madams

I am requesting a vacation of plat notes for the Jones Stiburek subdivision, primarily for lot 20 or 5750 N Cloverdale Rd. The Plate note stat a front setback of 50’ and a 10’ side setback. Cloverdale road has been recently expanded and the property lines adjusted accordingly. Currently the existing house is only 33’ (approx.) set back in the front. We would like to build a attached garage on the North end of the house, it will be set back 35’6” (approx.) from property line, two feet six inches farther back than the existing house. The north end of the New Garage will encroach on the 10’ side setback. It will set back 9’ (Approx.) off the property line. I would like to vacate the plate notes and set the setbacks to the current zoning setbacks or at least enough to accommodate for the addition of the garage. The property is zoned R-1C which states a 20’ front setback and a 5’ side setback so we are well within the Zone setbacks.

Thanks For your consideration

Tim Westhusin

All in One Construction and Remodel Services
March 17, 2020

RE: SOS20-00002 / 5750 N. Cloverdale Rd. / Plat Note & Easement Vacation

Dear Property Owner & Easement Holder:

This letter is to inform you that there will be a public hearing concerning a request to vacate the required front and side yard building setback and north side yard utility and drainage easement for the property located on Lot 20, Block 1, of the Jones-Striburek Subdivision, and addressed at 5750 N. Cloverdale Rd., Boise, Idaho 83713.

The building setbacks of the Jones-Striburek Subdivision, recorded in 1972, states specific setbacks within the subdivision. These required setbacks as per the plat are as follows:

**Building Setbacks - Jones-Striburek Subdivision**
- Front: 50 feet
- Sides: 10 feet
- Rear: 20 feet

The subject property is zoned R-1C (Single Family Residential, Urban) which normally allows a 20’ front yard and 5’ side yard setback from property lines. As such, the applicant requests to vacate the front and side yard building setback plat note in order to construct an attached garage addition to the north side of the single-family home using these setbacks. **The plat note vacation would only affect the subject property.** In addition, the applicant requests to vacate the north side yard utility and drainage easement, subject to relinquishments of interest from all easement holders. Please see the attached subdivision plat and aerial image showing the location of the property.

Idaho Code 50-1306A requires that all property owners located within 300 feet of the affected site and all affected easement holders be notified in writing, by certified mail, at least 10 days prior to the hearing date.

This request is scheduled to be heard before the Boise City Council on **April 7, 2020.** The meeting begins at 6:00 p.m. at Boise City Hall, 150 North Capitol Boulevard, Boise, Idaho.

If you have any questions or concerns, please contact me at 208-608-7090 or nwomack@cityofboise.org.

Sincerely,

Nicolette C Womack
Associate Planner

Attachments: Jones-Striburek Subdivision Plat  
Aerial Image of the Property
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Attachment: CC_Project_Report_May_12_2020_SOS20-00002 (All in One Construction and Remodel Services, LLC)
A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, must match the labeled packages being presented to the USPS® employee with this form.

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*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer’s mail receptacle.

USPS SCAN AT ACCEPTANCE

9275 0901 1935 6200 0021 0349 60
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Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.
### Name and Address of Sender

City of Boise PDS  
150 N Capitol Blvd  
Boise ID 83702

### Check type of mail or service

- [ ] Adult Signature Required
- [ ] Priority Mail Express
- [x] Certified Mail
- [x] Certified Mail Restricted Delivery
- [ ] Collect on Delivery (COD)
- [ ] Insured Mail
- [ ] Priority Mail

### Affix Stamp Here

(if issued as an international certificate of mailing or for additional copies of this receipt), Postmark with Date of Receipt.

### USPS Tracking/Article Number

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</table>
Nicolette Womack

From: Dave Serdar <DSerdar@achdidaho.org>
Sent: Monday, March 30, 2020 11:40 AM
To: Nicolette Womack
Subject: [External] Jacob Anderson.

Nicolette,

This e-mail is to confirm Mr. Anderson’s request for ACHD to vacate the Utility Easement. As we discussed ACHD would typically do a Release of Easement in these situations, which is a recorded easement. From my discussion with you it sounded like all you were looking for is would ACHD go through that process if needed. I see no reason why ACHD would have an objection to going through that process in the future if requested.

David R. Serdar
ACHD ROW Supervisor
3/27/2020

Nicolette Womack  
Assoc. Planner, Current Planning & Subdivisions  
Planning and Development Services  
Office: 208-608-7090  |  Fax: 208-384-3753  
nwomack@cityofboise.org

SUBJECT: SOS20-00002, Plat Note & Easement Vacation  
LOCATION: Ada County Parcel R4727000201, 5750 N. Cloverdale Rd., Boise, ID

To Whom It May Concern:

Qwest Corporation, d/b/a CenturyLink QC (“CenturyLink”) has reviewed the request for the subject merger and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit “A”, said Exhibit “A” attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely yours,

Tommy Sassone  
Network Infrastructure Services  
CenturyLink  
P825649
Nicolette Womack

From: Bolander, Cory <CBolander@idahopower.com>
Sent: Tuesday, March 17, 2020 12:55 PM
To: Jacob Anderson
Cc: Nicolette Womack
Subject: [External] RE: [EXTERNAL]Idaho Power - Vacation of 10 ft easement for 5750 N. Cloverdale Rd.

Nicolette,

I have visited this site, and confirmed that the clearances are adequate for the building to be within 10’ horizontally to the center of the easement. They showed me where they intend to build... approximately 7’ off the center of easement. Both power and communications (sparklight I think) are at acceptable distance from the new building location.

If you need anything else on this, please let me know.

Thanks,

Cory

From: Jacob Anderson <jacobwinteranderson@gmail.com>
Sent: Wednesday, March 11, 2020 7:01 PM
To: Bolander, Cory <CBolander@idahopower.com>
Cc: Nicolette Womack <nwomack@cityofboise.org>
Subject: [EXTERNAL]Idaho Power - Vacation of 10 ft easement for 5750 N. Cloverdale Rd.

KEEP IDAHO POWER SECURE! External emails may request information or contain malicious links or attachments. Verify the sender before proceeding, and check for additional warning messages below.

Hi Cory,

I have been working with Nicolette from City Planning on vacating an old easement requirement specifying a 10 ft easement on the north side of the property. The property is zoned R-1C which only requires 5 ft from the property line. We are trying to build a garage addition that would encroach on the 10 ft easement by about 3 ft. We need approval from utilities in order to vacate the original easement. Would you be able to consent to vacating this easement back to the normal R-1C 5 ft requirement?

Also, I guess we also need consent from Sparklight, but given that they share your power poles, I am wondering if your consent applies to them as well? If not, do you have any contact information for them? I tried to contact them yesterday and they are supposed to get back to me, but I haven't heard back yet.

Thanks,

Jacob

IDAHO POWER LEGAL DISCLAIMER
This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY
Good Morning Nicolette,

Per our discussion yesterday I reached out to Cory Bolander to discuss his comment in regards to the public hearing for the above referenced location. He was under the impression that we had a 10’ utility easement, 5’ on either side of the lot line. After researching this it appears we have a 20’ utility easement, 10’ on either side of the lot line. Cory was advised that the new extension would be 7’ from the lot line which does encumber our 10’ easement however he was fine with the clearances in relation to the existing overhead power line. We are ok with releasing the south 3’ of the north side yard utility easement as shown in the attached plat map.

Please let me know if this will be sufficient or not and I can either draft up a letter or we can discuss further.

Thank you,

Krista Englund
ASSOCIATE REAL ESTATE SPECIALIST
Idaho Power | Corporate Real Estate
PO Box 70 | Boise, ID | 83707

Office 208-388-2245
Lands Line 208-388-5263
Email kenglund@idahopower.com
April 3, 2020

Sent via email to nwomack@cityofboise.org

Re: Partial relinquishment of the north side yard Public Utility Easement (PUE) located in lot 20 of the Jones-Stiburek Subdivision Ada County, Idaho

Dear Nicolette:

This is in response to the relinquishment request submitted to Idaho Power Company on March 17, 2020, regarding the possible partial relinquishment of the above noted PUE. The attached Exhibit A more specifically identifies the “easement area” located in Lot 20 of the Jones-Stiburek Subdivision highlighted in yellow.

Idaho Power’s review of the relinquishment request indicated that we do have facilities within the above noted easement area. As such, Idaho Power agrees to relinquish the south 3’ of the 10’ north side yard public utility easement within the area described in the attached document.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for relinquishment.

Sincerely,

Krista Englund
Associate Real Estate Specialist
Land Management and Permitting Department
Corporate Real Estate
Idaho Power Company

208-388-2245
kenglund@idahopower.com
Nicolette Womack

From: Ostler, Bryce <BRYCE.OSTLER@intgas.com>
Sent: Wednesday, April 1, 2020 8:28 AM
To: Nicolette Womack
Subject: [External] RE: Plat Note and Easement Vacation Request

Nicolette,

Intermountain Gas Company has no objection to the vacation of the North lot line utility easement being vacated on lot 20 of the Jones-Stiburek Subdivision. The address being 5750 N Cloverdale Rd Boise, Idaho. If you have any question or need further needs please let me know

Bryce Ostler
GIS Technician
(208)377-6812

From: Nicolette Womack <nwomack@cityofboise.org>
Sent: Thursday, March 26, 2020 9:25 AM
To: tom.wagner@cableone.net; Ostler, Bryce <BRYCE.OSTLER@intgas.com>; eddy.franklin@centurylink.com
Cc: Jacob Anderson <jacobwinteranderson@gmail.com>; allin1carpentry@yahoo.com
Subject: Plat Note and Easement Vacation Request

** WARNING: EXTERNAL SENDER. NEVER click links or open attachments without positive sender verification of purpose. DO NOT provide your user ID or password on sites or forms linked from this email. **

Good Morning,

I am working on assisting a property owner with their plat note and easement vacation request. Attached is a copy of the letter which was mailed to your agencies, outlining the request. Please respond with confirmation your agency consents to vacating this easement.

Thank you,

Nicolette Womack
Assoc. Planner, Current Planning & Subdivisions
Planning and Development Services
Office: 208-608-7090  |  Fax: 208-384-3753
nwomack@cityofboise.org

Making Boise the most livable city in the country.
*City Hall is closed to the public until further notice. Email is my preferred form of communication, but I will still be taking phone calls or setting up Teams meetings on a scheduled basis.
CITY OF BOISE

INTER-DEPARTMENT
CORRESPONDENCE

Date: March 13, 2020

To: Planning and Development Services

From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department

Subject: Vacation of 10 ft Easement for 5750 N. Cloverdale Rd.

Protect all historic drainage and irrigation facilities.

If you have any further questions, please contact Mike Sheppard at 608-7504.
To: Planning and Development Services

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

Subject: Street Light Comments
SOS20-00002: 5750 N Cloverdale Rd.

No comment.

If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.

Tom Marshall
Street Light Program Technician
Public Works Engineering
Office: (208)608-7526
tmarshall@cityofboise.org

Making Boise the most livable city in the country.
To Whom it may concern,

Cable One (also Sparklight), has no concern with the easement modifications at 5750 N. Cloverdale Rd. Boise, Idaho. Our facilities are attached to Idaho Power owned poles overhead and as such, there is no concern as the easement modification below providing the Idaho Power poles remain within the easement.

Sincerely,

Dave Rehder

Hi Dave,

Thanks for calling to discuss vacating the easement. I am forwarding the message from Nicolette with City Planning that was intended for Sparklight. It sounds like cableone.net addresses don't work anymore... Anyway, please let Nicolette know if you are willing to consent to vacating this easement. Note that Idaho Power that shares the poles with Sparklight has already visited the property and had no concerns.

From: Jacob Anderson <jacobwinteranderson@gmail.com>
Sent: Wednesday, April 1, 2020 12:28 PM
To: Rehder, Dave <David.Rehder@sparklight.biz>
Cc: Nicolette Womack <nwomack@cityofboise.org>; allin1carpentry@yahoo.com
Subject: Fwd: [External] RE: Plat Note and Easement Vacation Request

CAUTION: External source. THINK BEFORE YOU CLICK!

Hi Dave,

Thanks for calling to discuss vacating the easement. I am forwarding the message from Nicolette with City Planning that was intended for Sparklight. It sounds like cableone.net addresses don't work anymore... Anyway, please let Nicolette know if you are willing to consent to vacating this easement. Note that Idaho Power that shares the poles with Sparklight has already visited the property and had no concerns.
Good Morning,

I am working on assisting a property owner with their plat note and easement vacation request. Attached is a copy of the letter which was mailed to your agencies, outlining the request. Please respond with confirmation your agency consents to vacating this easement.

Thank you,

Nicolette Womack
Assoc. Planner, Current Planning & Subdivisions
Planning and Development Services
Office: 208-608-7090 | Fax: 208-384-3753
nwomack@cityofboise.org

*City Hall is closed to the public until further notice. Email is my preferred form of communication, but I will still be taking phone calls or setting up Teams meetings on a scheduled basis.*
RELINQUISHMENT OF EASEMENT

To Whom It May Concern:

The public entity signatory hereto, relinquishes any and all of its rights to the following described easement:

A 10’ public utilities easement along the north property line of Lot 20, Block 1 of Jones-Striburek Subdivision, and addressed as 5720 N Cloverdale Rd., and as recorded in Book 25, at page 1594 and located in the SW 1/4 of the NW 1/4 of Section 27, Township 4 North, Range 1 East, Boise Meridian, City of Boise, records of Ada County, Idaho

This vacation does not include any of the public utilities easement on the west property lines that abut public right-of-way on N Cloverdale Rd.

SUEZ WATER IDAHO INC.

By

Marshall Thompson, General Manager & Vice President

Date 4-3-2020
Benjamin and Kathryn Andrus are requesting the vacation of plat notes regarding side and rear yard building setbacks for Lot 91, Block 2 in the Hewett Park Subdivision Phase III on 0.13 acres in a R-1C (Single-Family Residential) zone.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
Applicable Law:
Idaho Code, Section 50-1306A

VACATION OF PLATS -- PROCEDURE.
(1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the City Council if it is located within the boundaries of a City, or the County Commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the requests to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the City Clerk.

(2) Written notice of public hearing on said petition shall be given, by certified mail with return receipt, at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. Such notice of public hearing shall also be published once a week for two (2) successive weeks in the official newspaper of the city, the last of which shall be not less than seven (7) days prior to the date of said hearing; provided, however, that in a proceeding as to the vacation of all or a portion of a cemetery plat where there has been no interment, or in the case of a cemetery being within three hundred (300) feet of another plat for which a vacation is sought, publication of the notice of hearing shall be the only required notice as to the property owners in the cemetery.

(3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

Analysis:
The Hewett Park Subdivision Phase III, recorded in 1984, required specific building setbacks on the plat. These required setbacks are as follows: 20-foot front yard, 10-foot side yard, and 30-foot rear yard. However, the subject property is zoned R-1C (Single Family Residential) which normally requires smaller setbacks from the side and rear property lines. As such, the applicant requests to vacate the side and rear yard building setback plat notes in order to construct a bedroom addition on the northern side of the existing single-family home. With the plat note vacation, the proposed addition could be constructed with a 5-foot side yard and 15-foot rear yard setback, which is consistent with the standard setback requirements for the R-1C single-family residential zone.

The plat note vacation would only affect the subject property which is surrounding by R-1C zoning. The Planning Team finds the building setback plat note vacations to be compatible with the area as standard R-1C setbacks are utilized within Hewett Park Subdivision Phase II, located just 150’ to the south. The standard R-1C setbacks will preserve the 10’ utility and drainage easements which encumber the property, as they are centered on the interior lot line and only encroach 5’ into the subject property.

Recommendation:
The Planning Team recommends the Boise City Council approve the vacation.
Hewett Park Subdivision (Phase III)
A Resubdivision of Eagleston's Ustick Subdivision
Portions of Lots 22, 23, 25, 26 and 27
Situated in the NE 1/4 Sec 34, T 4 N., R 1 E., B.M.
Ada County, Idaho

McMillan Subdivision

Legend
1/4 Section Corner

S O # 32.47' W

S 89°27'13" E
2670.94 to
Sec. Cor. 26 27 34 8 38

0
0

Legend
1/4 Section Corner

Real Point of Beginning
NPD on 2 1/2" x 30" Pipe

Tangent Table

Curvature Table

NOTE: 10' utility, irrigation, and drainage easements exist along all subdivision boundaries and public roads.

Developer will comply with the requirements of Section 61-3606, Idaho Code, regarding delivery of irrigation water.

No direct lot access to Shamrock Ave. or McMillan Rd.

N. Shamrock Avenue

Big Sky Subdivision

Proposed Phase
Unplatted

Unplatted

NOTE: Building setbacks in this Subdivision shall be in compliance with the applicable zoning regulations of Boise City.

Front 20 feet
Side 10 feet on lots, 15 feet for corner lots on streets.
Rear 30 feet

Setbacks for lots 85, 38, and 34 are as shown.

Attachment: CC_Project Report_May 12, 2020_SOS20-0009 (Benjamin and Kathryn Andrus)
HEWETT PARK SUBDIVISION (PHASE III)

CERTIFICATE OF OWNERS

[Text continues as a legal document with details about ownership and surveying]

CERTIFICATE OF SURVEYOR

[Text continues with surveyor's details and signature]

APPROVAL OF ACADEMY HIGHWAY DISTRICT COMMISSIONERS

[Text continues with approval details]

CERTIFICATE OF CITY ENGINEER

[Text continues with city engineer's details and signature]

CERTIFICATE OF COUNTY TREASURER

[Text continues with treasurer's details and signature]

CERTIFICATE OF COUNTY RECORDER

[Text continues with recorder's details and signature]

CHRONIC & ASSOCIATES

[Text continues with firm's details]
Vacation of Plat Note Application Form

New! Type data directly into our forms.
Note: Be sure to print this form before closing it or you will lose your data. This form cannot be saved to your computer.

Property Information

Address: Street Number: 11318 Prefix: Street Name: West Pattie Court
Subdivision: Hewett Park #3 Block: Lot: 91 Section: Township: Range: 
Primary Parcel Number: R3S594290290 Additional Parcels: 

Applicant Information

First Name: Benjamin and Kathryn Last Name: Andrus
Company: Phone: 2083218640
Address: 11318 W Pattie Court City: Boise State: ID Zip: 83713
E-mail: 11318andrus@gmail.com Cell: 2088304697 Fax: 

Agent/Representative Information

First Name: Alec Last Name: Andrus
Company: Phone: 2083769046
Address: 2991 Leisure Drive City: Boise State: ID Zip: 83704
E-mail: avaandrus@aol.com Cell: 2082865618 Fax: 
Role Type: □ Surveyor □ Land Developer □ Engineer □ Architect □ Other

Owner Information

Same as Applicant? □ Yes □ No (If yes, leave this section blank)
First Name: Last Name: 
Company: 
Address: City: State: □ Zip:
E-mail: Cell: 

City of Boise Planning & Development Service:
P.O. Box 500 • 150 N. Capitol Blvd • Boise, Idaho 83701-050
Phone 208/384-3830 • Fax 208/384-3814 • TDD/TTY 800/377-3529
www.cityofboise.org/pd:

Packet Pg. 781
1. **Type of Vacation:**  
   - [ ] Easement  
   - [x] Plat Note  
   - [ ] Consent for Right-of-Way  

   **Note:** Multiple vacations can be included on the same application if located within the same area.

2. **Annexation Date (mm/dd/yyyy):**

   Please describe the easement, plat note or right-of-way to be vacated: Remove the note setting side yard and backyard setbacks of 10' and 30'. Return to the R-1C setbacks of 5' (sideyard) and 20' (backyard)

3. **Neighborhood Association:**

4. **Comprehensive Planning Area:**

---

**The following items must be submitted with this application:**

Completed Vacation of Easement, Plat Note or Consent to Vacate Right-of-Way Checklist and all required documents, maps and fees.

---

Applicant/Representative Signature: [Signature]

Date: 24 Feb 2020
Hewitt Park #3 Subdivision Property owners

"Vacation" of Hewitt Park #3 subdivision plat map note

Hi neighbor,

I am Alec Andrus, grandfather of the Andrus family that lives at 11318 West Pattie Court. We plan to enclose an existing roofed patio to build a bedroom at the back of their house. However, when I went to the city to get a building permit, the Planning staff told me that the zoning would not allow it. Although the project would just extend existing walls, the Plat map “set back” requirements (distance from the edge of the property to the building) would not allow it.

Here is the background. The Hewitt Park subdivisions are within the R-1C residential zoning code area. The R-1C zoning code area “set back” requirements for R-1C are 5 feet for side yard, 15 feet for rear yard and 20 feet for front yard.

However, the “plat map” (the subdivision map for all the parcels in the subdivision) which was filed and certified for the Hewitt Park #3 (West Pattie Court) subdivision includes a “note” that the setbacks for all the parcels in the subdivision will be 10 feet for side yards, 30 feet for the rear yard and 20 for the front yard. Those are the requirements for the R-1B zoning code areas and the note was probably added to the plat map by the original developer by mistake. But it prevails over the general zoning.

Most of the homes on West Pattie Court do not meet one or more of the plat map set back requirements.

The Planning staff person said the City would not enforce retroactively the set backs for existing buildings in the subdivision (your home) BUT in order for anyone to get a building permit to do work on the exterior of their home, the set backs in the plat map note must be met.

The remedy for this problem is to obtain what is called a “Vacation of Plat Map Note.” The vacation is requested by filing an application with the City and which must be approved by the City Council. There is a $250 application fee plus expenses for the Planning staff to notify by mail all property owners within a 300 foot radius of the property.

You will receive a notice letter of our “vacation” request from the City. I will be happy to answer any questions you may have. Please contact me at 208 286-5618 by phone or text.

The vacation will have no impact on your property. Your set backs will stay at the plat map distances.

The Planning staff told me that we can file the vacation request for the 11318 property alone or for two or more parcels in the subdivision. If you wish to have your set backs changed to the proper R-1C requirements, you will need to be included in the vacation request. Or you could make your own request in the future. There is one fee per application, however many parcels are included.

Do you want to be included? If so, you may do so and perhaps you could participate by helping with the fee. But I need to know very soon. It will require additions in the application. Let me know what you want to do. I would be happy to answer any questions or you could talk to the City Planning staff.

Alec Andrus
208 286-5618  avaandrus@aol.com
TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Kevin Holmes, Associate Planner
HEARING DATE: May 12, 2020
RE: SUB20-00006 / Preliminary & Final Plat / 3015 W. Alpine St.

On March 2, 2020 the Planning and Zoning Commission recommended approval of a preliminary and final plat for a residential subdivision comprised of 2 buildable lots, on 0.31 acres located at 3015 W. Alpine St. in an R-2 (Medium Density Residential) zone.

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Page 2 Background & Summary of Planning and Zoning Commission Action
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Page 19 Minutes from March 2, 2020 P&Z Hearing
Page 23 Project Report from March 2, 2020 P&Z Hearing

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION
The project involves a preliminary and final plat for a residential subdivision comprised of 2 buildable lots, on 0.31 acres located at 3015 W. Alpine St. in an R-2 (Medium Density Residential) zone. Also associated with the subdivision was a planned unit development (PUD) for 2 single-family dwellings. The Planning & Zoning Commission approved the PUD unanimously on the consent agenda with no public opposition, and recommended approval of the preliminary and final plat request.

The proposal includes retaining the existing home and constructing one new single-family home. The only change proposed for the existing single-story home is to expand the width of the drive to accommodate one additional required off-street parking space. The new, two-story home will take access from a new driveway leading to a two-car garage. Curb, gutter, and 5-foot sidewalk exists along Alpine Street.

CONCLUSION & RECOMMENDATION
No opposition has been received regarding the development. As outlined in the original project report, the proposed subdivision complies with the standards of the Boise City Development Code and Blueprint Boise. The Commission unanimously recommended approval of the preliminary and final plats at their March 2, 2020 hearing.
RECOMMENDED CONDITIONS OF APPROVAL

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received January 28, 2020, and the revised landscape plan on February 7, 2020, except as expressly modified the following conditions:

2. Two off-street parking spaces meeting all requirements of Code shall be provided for the existing single-family home on the property.

3. Should any existing trees require removal, a full tree mitigation plan shall be submitted to Community Forestry for approval prior to the work being performed.

Agency Requirements

4. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Ada County Highway District (February 6, 2020); and
   b. Central District Health Department (February 4, 2020).

5. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   a. Drainage (February 13, 2020); and
   b. Sewer (January 30, 2020);

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:

6. 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 PUD20-00006 and SUB20-00006.
   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD20-00006, at the time of issuance of individual building permits.
   c. Remove Note 5.
7. 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.

8. The name, **Stohler Place Subdivision**, shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

9. 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).

10. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

11. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

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

   Contact: Dan Frasier, Postmaster
   770 S. 13th St.
   Boise, ID 83708-0001
   Phone No. (208) 433-4301
   Fax No. (208) 433-4400

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

14. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:
a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,  

OR  
b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

15. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

16. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements of the Boise City Code, is to be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

17. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

18. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District.

19. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

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

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

21. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.

**Standard Conditions of Approval**

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

23. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

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

25. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.

26. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

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

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

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

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

33. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

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

35. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

36. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

38. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and
Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
March 4, 2020

Brad Parsons
7200 N Gary Ln
Boise, ID 8714
Bradparsons30@yahoo.com

Re: PUD20-00006 & SUB20-00006 / 3015 W Alpine St

Dear Applicant:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request for a conditional use permit for a planned residential development comprised of 2 single-family homes on 0.31 acres located in an R-2 (Medium Density Residential) zone. Also included are Preliminary and Final Plats for a residential subdivision comprised of 2 buildable lots.

The Boise City Planning and Zoning Commission, at their hearing of March 2, 2020, approved your conditional use request, based on compliance with the attached Reason for the Decision and Conditions of Approval.

May we also take this opportunity to inform you of the following:

1. This conditional use approval will not take effect until after the appeal period has lapsed.

2. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at: http://pds.cityofboise.org/.

3. All appeals of this conditional use permit must be filed by 5:00 P.M., on March 12, 2020.

4. If this Conditional Use Permit is not acted upon within two (2) years, it will become null and void without further notification from this Department.

This letter constitutes your Conditional Use Permit.
On March 2, 2020, the Boise City Planning & Zoning Commission recommended approval of the Preliminary Plat of the Stohler Place Subdivision to the Boise City Council, subject to compliance with the Conditions of Approval listed below.

This application will be considered by the Boise City Council to establish a public hearing date. You will be notified of the established hearing date.

Unless otherwise specified, all conditions shall be completed prior to signing of the Final Plat by the Boise City Engineer.

Questions can be directed to me at (208) 608-7074 or kholmes@cityofboise.org.

Sincerely,

Kevin Holmes
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

cc: Jim Pickett / Depot Bench Neighborhood Association / depotbench@gmail.com
Reason for the Decision

Planned Unit Development
The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The project is compatible with the surrounding neighborhood, as it has a similar residential density and will have compatible like-yard setbacks. Only internal setback and lot size reductions are included. Correspondence received from commenting agencies confirm the use will not place an undue burden on the transportation system or other services in the vicinity. The site is large enough to accommodate the use as required by the Development Code. The development will not adversely affect other property in the vicinity as it meets the density, height, and parking requirements of the zone. The development is in compliance with the Comprehensive Plan as it is within one half-mile of a designated Neighborhood Activity Center, at Capitol Blvd. and University Dr., and constitutes infill development which reduces vehicle miles traveled and avoids costly extensions of infrastructure (Principle GDP-N.6 & Goal CC1.1). The single-family homes provide a variety of housing types and lot sizes as supported by Principle GDP-N.3 and Principle CB-CCN 3.2.

Subdivision
As further detailed in the project report, the applicant's proposal complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary and final plat are consistent with the Development Code and the Comprehensive Plan.

Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received January 28, 2020, and the revised landscape plan on February 7, 2020, except as expressly modified the following conditions:

2. Two off-street parking spaces meeting all requirements of Code shall be provided for the existing single-family home on the property.

3. Should any existing trees require removal, a full tree mitigation plan shall be submitted to Community Forestry for approval prior to the work being performed.

Agency Requirements

4. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District (February 6, 2020); and
   b. Central District Health Department (February 4, 2020).
5. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   a. Drainage (**February 13, 2020**); and
   b. Sewer (**January 30, 2020**);

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:**

6. 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 PUD20-00006 and SUB20-00006.
   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD20-00006, at the time of issuance of individual building permits.
   c. Remove Note 5.

7. 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.

8. The name, **Stohler Place Subdivision**, shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.
9. 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).

10. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

11. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

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

   Contact: Dan Frasier, Postmaster  
   770 S. 13th St.  
   Boise, ID 83708-0001  
   Phone No. (208) 433-4301  
   Fax No. (208) 433-4400

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

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

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

15. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

16. Prior to the City Engineer's Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements of the Boise City Code, is to be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

17. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.
18. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications must be executed:
   a. Signatures of owners or dedications,
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   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District.

19. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.
   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.
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PUD20-00006 & SUB20-00006 / Brad Parsons

Summary
The applicant requests a conditional use permit for a planned residential development comprised of 2 single-family homes on 0.31 acres located at 3015 W Alpine St in an R-2 (Medium Density Residential) zone. Also included are Preliminary and Final Plats for a residential subdivision comprised of 2 buildable lots.

Prepared By
Kevin Holmes, Associate Planner

Recommendation
Approval with conditions

Reason for the Decision
Planned Unit Development
The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The project is compatible with the surrounding neighborhood, as it has a similar residential density and will have compatible like-yard setbacks. Only internal setback and lot size reductions are included. Correspondence received from commenting agencies confirm the use will not place an undue burden on the transportation system or other services in the vicinity. The site is large enough to accommodate the use as required by the Development Code. The development will not adversely affect other property in the vicinity as it meets the density, height, and parking requirements of the zone. The development is in compliance with the Comprehensive Plan as it is within one half-mile of a designated Neighborhood Activity Center, at Capitol Blvd. and University Dr., and constitutes infill development which reduces vehicle miles traveled and avoids costly extensions of infrastructure (Principle GDP-N.6 & Goal CC1.1). The single-family homes provide a variety of housing types and lot sizes as supported by Principle GDP-N.3 and Principle CB-CCN 3.2.

Subdivision
As further detailed in the project report, the applicant’s proposal complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary and final plat are consistent with the Development Code and the Comprehensive Plan.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
Planning Division Project Report

File Number: PUD20-00006 & SUB20-00006
Applicant: Brad Parsons
Property Address: 3015 W Alpine St
Public Hearing Date: March 2, 2020
Heard by: Planning and Zoning Commission
Analyst: Kevin Holmes, Associate Planner
Reviewed By: Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: December 23, 2019
Radius notices mailed to properties within 300 feet on: February 14, 2020
Newspaper notification published on: February 14, 2020
Applicant posted notice on site on: February 15, 2020

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Exhibits
Agency Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Property Owner/Applicant</th>
<th>Brad Parsons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of Property</td>
<td>3015 W Alpine St</td>
</tr>
<tr>
<td>Size of Property</td>
<td>0.31 acres</td>
</tr>
<tr>
<td>Zoning</td>
<td>R-2 (Medium Density Residential)</td>
</tr>
<tr>
<td>Land Use Designation</td>
<td>Compact</td>
</tr>
<tr>
<td>Planning Area</td>
<td>Central Bench</td>
</tr>
<tr>
<td>Neighborhood Assoc./Contact</td>
<td>Depot Bench / Jim Pickett</td>
</tr>
</tbody>
</table>

The Planning and Zoning Commission renders a final decision on the conditional use permit and makes a recommendation to the City Council on the subdivision.

Current Land Use

Single-Family Home

Description of Applicant’s Request

The applicant requests a conditional use permit for a planned residential development comprised of 2 single-family homes. Also included is a Preliminary and Final Plat for a residential subdivision comprised of 2 buildable lots.

2. Land Use

Description and Character of Surrounding Area

The area is residential with a mixture of densities, including single-family homes, condominiums, a manufactured home community, and multi-family units. Ann Morrison Park is less than a quarter mile to the north and a designated Neighborhood Activity Center is approximately a half mile to the northwest at the intersection of Capitol Blvd. and University Dr.

Adjacent Land Uses and Zoning

<table>
<thead>
<tr>
<th>North</th>
<th>Alpine Street and Railroad Track, then Condominiums/R-3D (Multi-Family Residential with Design Review)</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>Electric Light Switch Lateral, then Single-Family Homes/R-1C (Single Family Residential)</td>
</tr>
<tr>
<td>East</td>
<td>Multi-Family/R-2</td>
</tr>
<tr>
<td>West</td>
<td>Electric Light Switch Lateral, then Manufactured Home Community/R-1C &amp; R-2</td>
</tr>
</tbody>
</table>

History of Previous Actions

RZ-17-70 Zoning of Property to R-2 - Approved
3. Project Proposal

Structure(s) Design

| Number and Proposed Use of Buildings | 2 detached single-family homes |
| Number of Stories / Maximum Building Height | One and two-story / 22 feet maximum height |

Fencing
An existing 6-foot tall closed vision fence will be retained along the eastern property line. No other perimeter fencing is proposed.

PUD Required Open Space
Over 100 square feet of open space is provided for each dwelling unit.

Setbacks
All perimeter setbacks are being met or exceeded. An interior setback reduction to 3 feet is requested from the 5 feet typically required in the R-2 zoning district.

Parking
Two off-street parking spaces will be provided for each single-family home. The existing home has a one-car garage and a parking pad outside of the front setback. The new single-family home will have a two-car garage.

4. Development Code (Boise City Code Title 11)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03-04.4</td>
<td>Subdivision Plat Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.7</td>
<td>Planned Unit Development Specific Procedures</td>
</tr>
<tr>
<td>11-04-03</td>
<td>General Purpose of Residential Districts</td>
</tr>
<tr>
<td>11-07-03</td>
<td>Off-Street Parking &amp; Loading Standards</td>
</tr>
<tr>
<td>11-07-06.5</td>
<td>Planned Unit Development Standards</td>
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<tr>
<td>11-09-03</td>
<td>Subdivision Design Standards</td>
</tr>
</tbody>
</table>

5. Comprehensive Plan (Blueprint Boise)

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
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</thead>
<tbody>
<tr>
<td>Chapter 2: City Wide Visions and Policies</td>
<td>Goal CC1.1 Reduce Vehicle Miles Traveled</td>
</tr>
<tr>
<td>Chapter 3: Community Structure and Design</td>
<td>Principle GDP-N.3 Mix of Housing Types</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-N.6 Activity Centers</td>
</tr>
<tr>
<td>Chapter 4: Central Bench Planning Area</td>
<td>Principle CB-CCN 3.2 Mix of Housing Types</td>
</tr>
<tr>
<td></td>
<td>Principle CB-CCN 3.4 Compact Neighborhoods</td>
</tr>
</tbody>
</table>
6. Transportation Data
The Ada County Highway District (ACHD) has approved the proposed subdivision with no improvements required or associated conditions. The development is estimated to generate 9 additional vehicle trips per day (9 existing) and 1 additional vehicle trip per hour in the PM peak hour. This is based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition. Alpine St is classified as a Local Street with 218 feet of frontage, there are no current traffic counts.

7. Analysis
The applicant requests a conditional use permit for a planned residential development comprised of two single-family homes on 0.31 acres located at 3015 W Alpine St in an R-2 (Medium Density Residential) zone. Also included is a Preliminary and Final Plat for a residential subdivision comprised of two buildable lots. The proposal includes retaining the existing single-family home on the property. The site is bordered by a variety of residential densities, including single-family homes, multi-family, condominiums, and a manufactured home community. The project is just up the hill from Ann Morrison Park and approximately half a mile from Boise State University and a designated Neighborhood Activity Center at Capitol Blvd. and University Dr. to the northeast.

**Planned Unit Development**
The proposal includes retaining the existing home and constructing one new single-family home. The only change proposed for the existing single-story home is to expand the width of the drive to accommodate one additional required off-street parking space. The new, two-story home will take access from a new driveway leading to a two-car garage. Curb, gutter, and 5-foot sidewalk exists along Alpine Street.
The applicant is requesting a reduced interior side setback of 3 feet rather than the 5-foot setback typical in the R-2 zone. This setback will comply with Fire and Building Code and, due to the odd shape of the lot, substantially improves the buildable area of the property without negatively impacting any surrounding properties. With this proposed setback, the site is large enough to accommodate the two single-family homes on the property, which is within the allowed density of the R-2 zone (14.5 dwelling units/acre). The planned unit development is also requesting a waiver to the minimum lot size dimensional standard of 5,000 square feet as one of the new lots is proposed to be 4,940 square feet. The Planning Team is in support of these requests as they are interior to the development and create more useable building envelopes, without adversely impacting the adjacent properties. The development is under one acre in size and each single-family home will have private rear yards exceeding the 100 square feet of open space requirement.

Existing mature vegetation around the perimeter of the property is proposed to remain. This includes three large Sycamores and two Pines along the irrigation lateral that provide buffering to the residential properties to the south, substantial evergreens along the eastern property line, and mature Juniper and Lilac hedge along the western property line. Prior to submitting this application, the property owner did remove a large evergreen species from the front yard. A recommended condition of approval is that any additional tree removal shall require a full tree mitigation plan.

Appropriate buffers and screening will be provided between the new development and adjacent residential properties. To the south and west, a substantial irrigation facility with mature trees and landscaping on either side provides a buffer and an existing 6-foot solid
wooden fence and mature evergreen trees provides screening from the multi-family development to the east. Like-yard setbacks are provided to all surrounding properties.

**Summary**

With the recommended conditions of approval, the proposed development will be compatible with the area as it will add to the variety of housing options in the area and meets or exceed the perimeter setback requirements.

**8. Approval Criteria**

**Planned Unit Development (11-03-04.07(C7))**

i. **The location is compatible to other uses in the general neighborhood;**

   The project is compatible with the surrounding neighborhood. The site is bordered by a manufactured home community, multi-family apartments, and single-family homes. The surrounding residential properties have a similar density as the proposed development and will have compatible or increased like-yard setbacks. Only internal setbacks and lot size reductions are proposed. Existing mature landscaping, 6-foot tall solid fencing, and a 30-foot-wide irrigation lateral will provide appropriate transitions between the neighboring properties.

ii. **The proposed use will not place an undue burden on transportation and other public facilities in the vicinity;**

   Comments received from public agencies confirm the proposed use will not place an undue burden on the transportation system or other services in the vicinity. ACHD has approved the project with no additional conditions. The Boise City Public Works Department provided standard comments which have been added as recommended conditions of approval.

iii. **The site is large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by this Code;**

   The site is large enough to accommodate the proposed use. Perimeter setbacks are met and are similar to those of neighboring properties. Each home is provided with private rear yards. Existing 6-foot solid fencing will remain between this development and the multi-family dwellings to the east. New, 6-foot solid fencing is proposed internal to the site between the two homes of the development. The required parking of two spaces per dwelling is provided on site via individual garages and a paved space outside the front setback. Landscaping and underground irrigation is provided around the perimeter of the site and along the streetscape.
iv. The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;

The proposed development will not adversely affect other property in the vicinity, as the homes will comply with the height requirements of the R-2 zone and match or exceed all like-yards perimeter setbacks of the adjacent properties. The new, two-story home is buffered from the nearest residential properties by a 30-foot-wide irrigation lateral and existing mature trees. The use and density is compatible with the surrounding area and impacts to traffic will be minimal.

v. The proposed use is in compliance with the Comprehensive Plan.

The development is in compliance with the Comprehensive Plan. Infill development is supported by Goal CC1.1 which encourages infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure. Development nearby designated Neighborhood Activity Centers, such as the one at Capitol Blvd. and University Drive approximately a half-mile away, is supported by Principle GDP-N.6. The single-family homes provide a variety of housing types and lot sizes in the neighborhood which helps avoid creating a large concentration of specific types of housing as called for by Principle GDP-N.3 and Central Bench Planning Area Principle CB-CCN3.2.

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 January 28, 2020, and the revised landscape plan on February 7, 2020, except as expressly modified the following conditions:

2. Two off-street parking spaces meeting all requirements of Code shall be provided for the existing single-family home on the property.

3. Should any existing trees require removal, a full tree mitigation plan shall be submitted to Community Forestry for approval prior to the work being performed.

Agency Requirements

4. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District (February 6, 2020); and
   b. Central District Health Department (February 4, 2020).
5. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   a. Drainage (February 13, 2020); and
   b. Sewer (January 30, 2020);

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:

6. 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 PUD20-00006 and SUB20-00006.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD20-00006, at the time of issuance of individual building permits.

   c. Remove Note 5.

7. 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.

8. The name, Stohler Place Subdivision, shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the
Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

9. 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).

10. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

11. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

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

   Contact: Dan Frasier, Postmaster
   770 S. 13th St.
   Boise, ID 83708-0001
   Phone No. (208) 433-4301
   Fax No. (208) 433-4400

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

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

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied, OR

   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

15. Covenants, homeowners' association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R's, no building permit shall be accepted until a copy of the recorded CC&R's has been submitted to the Boise City Attorney.

16. Prior to the City Engineer's Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan conforming to the requirements of the Boise City Code, is to be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.
17. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

18. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:
   
   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District.

19. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

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

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

21. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.
Standard Conditions of Approval

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

23. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

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

25. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.

26. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

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

29. Utility services shall be installed underground.

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

31. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or an authorized representative and an authorized representative of Boise City. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Boise City.
32. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 110% of the value of the condition(s) that is incomplete.

33. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

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

35. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

36. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

38. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Karla Nelson, Associate Planner
HEARING DATE: May 12, 2020
RE: SOS20-00005 & SOS20-00006 / 2994 N Lancaster Pl. / Plat Note & Easement Vacation

Coleman Real Estate Development LLC is requesting to vacate of a portion of the drainage, utility, roof drain and access easement, and a vacation of plat notes for building setback lines for Lots 9 and 10 of Block 1 of the Magal Subdivision located at 2994 N Lancaster Place.

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This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
**Applicable Law:**
Idaho Code, Section 50-1306A

**VACATION OF PLATS -- PROCEDURE.**

(1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the City Council if it is located within the boundaries of a City, or the County Commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the requests to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the City Clerk.

(2) Written notice of public hearing on said petition shall be given, by certified mail with return receipt, at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. Such notice of public hearing shall also be published once a week for two (2) successive weeks in the official newspaper of the city, the last of which shall be not less than seven (7) days prior to the date of said hearing; provided, however, that in a proceeding as to the vacation of all or a portion of a cemetery plat where there has been no interment, or in the case of a cemetery being within three hundred (300) feet of another plat for which a vacation is sought, publication of the notice of hearing shall be the only required notice as to the property owners in the cemetery.

(3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

(5) In the case of easements granted for gas, sewer, water, telephone, cable television, power, drainage, and slope purposes, public notice of intent to vacate is not required. Vacation of these easements shall occur upon the recording of the new or amended plat, provided that all affected easement holders have been notified by certified mail, return receipt requested, of the proposed vacation and have agreed to the same in writing.

**Analysis:**
The subject property is located in the Magal Subdivision which was recorded on December 4, 2017. A large portion of Lot 10, Block 1 of the Subdivision is encumbered by easements. In order to create a more useable building envelope, a Record of Survey to adjust the property line between Lots 9 and 10, Block 1 was approved on June 21, 2019. The resulting Parcel “A” contains the portion of the easement and remnant building setback lines to be vacated.
The affected easement is reserved for the City of Boise and the Homeowners Association for access to the sewer and storm drain systems and use of a driveway. All affected utility and easement holders including the City of Boise Public Works Department have provided relinquishments indicating that they have no objection to vacating the requested portion of the easement as all utilities are located in other unaffected easements. Adequate access will remain for both Lots 9 and 10, Block 1 from the remaining portion of the access easement. Furthermore, with the approved Property Line Adjustment, the building setback lines delineated on the plat for Lot 10, Block 1 are no longer relevant. The underlying setbacks for the R-1B zone will still apply.

**Recommendation:**
The Planning Team recommends approval of the requested partial vacation of easements and plat notes as it applies to Lots 9 and 10, Block 1 of the Magal Subdivision.
Notes

1. Lot 8 of Block 1 is a common lot that shall remain as undisturbed natural open space, with unrestricted non-motorized public access, and shall be owned and maintained by the Magal Homeowners Association or may be transferred to a public entity, for the purpose of conservation and maintaining public access. This lot cannot be developed for residential purposes in the future and public access through this lot is hereby granted.

2. Lot 11 of Block 1 is a common lot that shall be owned and maintained by the Magal Homeowners Association.

3. The hatched area depicted as "Undisturbed Area" west of the gulch, shall remain undisturbed by grading or removal of vegetation.

4. The rear setback for Lots 1, 2, 3, & 4 of Block 1 shall be a minimum of five feet from the eastern (top) edge of the gulch. This setback applies to accessory structures as well as the primary dwellings.

5. A pressurized irrigation system is not provided. Irrigation will be provided by Suez Water Idaho through the domestic water system.

6. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by CHF15-00062.

7. This subdivision is located in the Wildland Urban Interface Area A and compliance with Section 7—01—09 of the Boise City Fire Prevention Code is required.

8. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.

9. Minimum building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Boise, Idaho.

10. All site work shall comply with the Boise City Hillside and Foothills Area Development Ordinance (11—07—08), Chapter 18 (Sells & Foundations) and Appendix J of the International Building Code and the conditions of approval for CHF15—00062.

11. Lots shall not be reduced in size without prior approval from the Health Authority.

12. No additional domestic water supplies shall be installed beyond the water system approved in sanitary restriction release.

13. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.

14. This development recognizes Section 22—4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding non-agricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."

15. This subdivision will be subject Covenants, Conditions, & Restrictions.

16. No building permits shall be issued on any lot in this subdivision until the provisions of recorded instrument No. 2012—090857 have been fulfilled as determined by the City of Boise.

17. See Instrument No. 2017—052762, "Permanent Operation and Maintenance Agreement" for covenants, terms, and conditions with the City of Boise.

Reference Documents

Subdivisions:
Amended Lancaster Terrace Subdivision Units No. 1 & 2.
North Mountain Subdivision Unit No. 1.
North Mountain Subdivision Unit No. 2.
Terrace Ridge Townhouses.
Terrace Ridge Subdivision.

Surveys:
ROGS 488, 6912, 9458, 9876, 10309, and 10765.
ALTA Survey by LS 11118, Dated 6/16/15.

Deeds:
10S189412, 10S031638, 10S031640, 10S032484, 10S034279, 10S038619, 10S038088, 10S038393, 10S040515, 10S040940, 10S040946, 10S042390, 10S042399, 10S125222, 10S140253, 11S052402, 11S052650, 11S052223 and 2017—029422.

Easements:
728549 and 412428.

Easement Notes

1. The Access Easements & Private Road Easement shown hereon are hereby designated as having a Utility Easement, appurtenant to the designated lots thereof, co-situated with said easements; and the Private Road Easement is hereby designated as having a Sewer Easement co-situated with said easement.

2. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, and are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public and private utilities, pressurized irrigation, sewer service, cable television/data; appurtenances thereto; and lot drainage.

3. The Access Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, and are appurtenant to the designated lots, and are hereby reserved for the installation, maintenance, operation, and use of a driveway; appurtenances thereto; ingress & egress; and are entitled to subjacent and lateral support by the adjoining lots.

4. The Public Access Easement shown hereon is non-exclusive, perpetual, and is hereby granted to the City of Boise for the installation, maintenance, operation, and use of a public pathway; appurtenances thereto; and ingress and egress.

5. The Utility Access Easement shown or designated hereon is non-exclusive, perpetual, and hereby reserved for use by the City of Boise, the Homeowners Association, and their heirs and assigns, for access to the sewer and storm drain systems; for the installation, maintenance, operation, and use of a driveway; appurtenances thereto; and ingress and egress.

6. The Roof Drain Easement shown hereon are non-exclusive, perpetual, shall run with the land, and are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of the subdivision roof storm water drainage system's live, beds, & drains; and appurtenances thereto.

7. The Private Road Easement co-situated with Lot 11 of Block 1 (N. Lancaster Place), shown hereon is non-exclusive, perpetual, shall run with the land, is appurtenant to the lots shown hereon, and is hereby reserved for the installation, maintenance, operation, and use of a private street and sidewalks; appurtenances thereto; ingress & egress; and is entitled to subjacent and lateral support by the adjoining lots.

8. The Boise City Sewer Easements shown designated hereon are non-exclusive, perpetual, and hereby granted to the City of Boise for the installation, maintenance, operation, and use of sewage disposal lines and appurtenances thereto.

9. The Drainage Easement shown hereon is non-exclusive, perpetual, shall run with the land, is appurtenant to the lots shown hereon, and is hereby reserved for the installation, maintenance, operation, and use of storm drainage disposal facilities, tile, drains, & bears, for the runoff from the private road and roof storm water drainage system; and appurtenances thereto.

10. See Instrument Number 728549 for Existing Sewer Easement.


12. No utility easement corners hereon shall prejudice the construction and maintenance of hard-surfaced driveways, landscaping, parking, side and rear property line fences, or other such nonpermanent improvements.

13. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
Certificate of Owners

Know all people by these presents: that Coleman Real Estate Development LLC, an Idaho Limited Liability Company, does hereby certify that it is the owner of that real property to be known as Magal Subdivision, and that it intends to include said real property as described below, in this plat:

To WIT:

A parcel of land situated in the southeast quarter of Section 28 and the northeast quarter of Section 33, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

BEGINNING at the section corner common to Sections 27, 28, 33, & 34, Township 4 North, Range 2 East, Boise Meridian;

Thence S01°14'S, 286.46 feet along the east line of the northeast quarter of Section 33 to the boundary of the Amended Plat of Lancaster Terrace Subdivision Units One & Two (Book 16 of Plats at Pages 1076 and 1077, records of Ada County, Idaho);

Thence S66°14'W, 190.00 feet along the boundary of the Amended Plat of Lancaster Terrace Subdivision Units One & Two;

Thence S41°20'41", 102.86 feet along the boundary of the Amended Plat of Lancaster Terrace Subdivision Units One & Two;

Thence S19°44'12", 129.90 feet along the boundary of the Amended Plat of Lancaster Terrace Subdivision Units One & Two;

Thence N7°59'07", 94.09 feet along the boundary of the Amended Plat of Lancaster Terrace Subdivision Units One & Two to the northeast corner of Block 5 of North Mountain Subdivision Unit No. 1 (Book 30 of Plats at Pages 1830 and 1831, records of Ada County, Idaho);

Thence N7°33'01", 90.09 feet along the boundary of North Mountain Subdivision Unit No. 1;

Thence N7°20'14", 64.41 feet along the boundary of North Mountain Subdivision Unit No. 1;

Thence N8°31'02", 145.00 feet along the boundary of North Mountain Subdivision Unit No. 1 to the boundary of Terrace Ridge Townhouses (Book 36 of Plats at Pages 3086 and 3087, records of Ada County, Idaho);

Thence N0°03'46", 174.12 feet along the boundary of Terrace Ridge Townhouses and the boundary of Terrace Ridge Subdivision (Book 55 of Plats at Pages 4970 and 4971, records of Ada County, Idaho);

Thence N0°22'48", 85.02 feet along the boundary of Terrace Ridge Subdivision;

Thence N1°19'10", 535.98 feet;

Thence S88°13' on a non-tangent curve to the right, concave southerly, having a radius of 276.96 feet, a central angle of 18°13'58", a chord bearing of S85°46'14"E, and a chord length of 87.76 feet;

Thence S76°39'15", 180.01 feet;

Thence S1°31'47", 124.67 feet;

Thence S3°21'38", 77.60 feet;

Thence S0°03'45", 26.32 feet along the north line of the northeast quarter of Section 33;

Thence S0°02'15", 300.21 feet along the north line of the northeast quarter of Section 33 to the POINT OF BEGINNING.

The above-described parcel contains 8.32 acres, more or less.

The private roads shown on this plat are not dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon, and no permanent structures, other than for such uses and purposes, are to be erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water service from Suez Water of Idaho, and Suez Water of Idaho has agreed in writing to serve all lots within the subdivision. Irrigation water has not been provided and the subdivision is not within the boundary of an Idaho Code 31-3805 "irrigation entity."

In witness whereof, I have hereunto set my hand:

Noelle Gambill
a Governor of Coleman Real Estate Development LLC

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ada

On the 17th day of November, in the year 2019, before me,

Jennifer B. Young, a Notary Public in and for the State of California, personally appeared Noelle Gambill, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS may hand and official seal.

Signature of Notary: Jennifer B. Young

My Commissioner Expires May 21, 2023

Certificate of Surveyor

I, Michael S. Byrnes, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Magal Subdivision, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

Michael S. Byrnes, PLS 11334

Date: 11/13/2019

11334

JU-I-B ENGINEERS, INC.
250 South Bancham Avenue, Suite 200
Boise, Idaho 83702
208-334-3320

Packet Pg. 821
Approval of Central District Health Department
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Central District Health Department
Date

Approval of Ada County Highway District
The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 9th day of October, 2017.

Commission President
Ada County Highway District

Approval of Boise City Engineer
I, the undersigned, City Engineer, in and for the City of Boise, Ada County, Idaho, do hereby approve this plat.

City Engineer
Date

Approval of Boise City Council
I, the undersigned, City Clerk in and for the City of Boise, Ada County, Idaho, do hereby certify that at regular meeting of the City Council held on the 11th day of November, 2017, this plat was duly accepted and approved.

City Clerk (Chief Deputy)

Certificate of County Surveyor
I, the undersigned, County Surveyor for Ada County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

Ada County Surveyor
PL S 535-9

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

Ada County Treasurer

County Recorder's Certificate
State of Idaho
County of Ada
I hereby certify that this instrument was filed at the request of JUB Engineers, Inc. at 19 minutes past 12 o'clock P.M. on the 4th day of December, 2017, in my office, and was recorded in Book 112 of Plats at Pages 1499 through 1510.

Ex-Officio Recorder

JUB
250 South Beechwood Avenue, Suite 201, Boise, ID 83702
p 208 376-7330 / f 208 323-9336

Packet Pg. 822
EXHIBIT MAP FOR

COLEMAN REAL ESTATE DEVELOPMENT LLC

LOCATED IN THE NE 1/4 OF SECTION 33,
T.4N., R.2E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO
2020

Access and Utility Easement to be Vacated

Building Setback Line to be Vacated

Packet Pg. 824

Attachment: CC_Project Report_May 12, 2020_SOS20-00005 & SOS20-00006 (Coleman)
Coleman Real Estate Development is the owner of the property located at 2994 N Lancaster Place. They have completed a property line adjustment to create a more useable building pad. This request is for the vacation of the building setback lines currently shown on the plat map that reference the prior property line location. These setback lines are not required to be on the plat map. The accurate building setback lines correlating to the revised property lines are now shown correctly on the Record of Survey Map.

Please contact me with any questions concerning this matter.

Thank you,

Gordon Statler
Statler Design Solutions
1795 Ocean Oaks Rd
Carpinteria, Ca. 93013
805 252 3679

Feb 5 2020

Coleman Real Estate Development is the owner of the property located at 2994 N Lancaster Place. They have completed a property line adjustment to create a more useable building pad.

This request is for the vacation/relocation of portions of the access and drainage easement areas which were related to the prior lot line configuration.

The accurate easement lines correlating to the revised property lines are now shown correctly on the revised exhibit map.

Please contact me with any questions concerning this matter.

Thank you,
Vacation of Plat Note
Application Form

New! Type data directly into our forms.
Note: Be sure to print this form before closing it or you will lose your data. This form cannot be saved to your computer.

Property Information

Address: Street Number: 2994  Prefix:  Street Name: N Lancaster Place
Subdivision: Maga  Block: 1 Lot: 10 Section: 33 Township: 4 Range: 2
Primary Parcel Number: R5436140900 Additional Parcels: R5436140900

Applicant Information

First Name: Gordon  Last Name: Statler
Company: Coleman Real Estate Development LLC  Phone: 
Address: 1116 S Vista Ave #471  City: Boise  State: Id  Zip: 83705
E-mail: gordon@statlerdesignsolutions.com  Cell: 805 255 3679  Fax: 

Agent/Representative Information

First Name: Gordon  Last Name: Statler
Company: Statler Design Solutions  Phone: 805 252 3679
Address: 1795 Oean Oaks Rd  City: Carpinteria  State: Ca  Zip: 93013
E-mail: gordon@statlerdesignsolutions.com  Cell: same  Fax: 
Role Type:  Surveyor  Land Developer  Engineer  Architect  Other

Owner Information

Same as Applicant?  Yes  No  (If yes, leave this section blank)
First Name:  Last Name: 
Company:  Phone: 
Address:  City:  State:  Zip: 
E-mail:  Cell:  Fax: 

www.cityofboise.org/pds
City of Boise Planning & Development Services
P.O. Box 500 • 150 N. Capitol Blvd • Boise, Idaho 83701-0500
Phone 208/384-3830 • Fax 208/384-3814 • TDD/TTY 800/377-3529

Date Received: 
Revised 08/2010

Packet Pg. 827
1. **Type of Vacation:** 
   - [ ] Easement
   - [x] Plat Note
   - [ ] Consent for Right-of-Way

   **Note:** Multiple vacations can be included on the same application if located within the same area.

   Please describe the easement, plat note or right-of-way to be vacated: ______________________________________________________________________________________________

2. **Annexation Date (mm/dd/yyyy):** __________________________________________________________________________

3. **Neighborhood Association:** Boise Central Foothills

4. **Comprehensive Planning Area:** ____________________________________________________________________________

---

**The following items must be submitted with this application:**

Completed Vacation of Easement, Plat Note or Consent to Vacate Right-of-Way Checklist and all required documents, maps and fees.

---

**Gordon Statler**

Applicant/Representative Signature

---

2.5.2020

Date
Vacation of Easement Application Form

Property Information

Address: Street Number: 2994 Prefix: □ Street Name: N Lancaster Place
Subdivision: Magal Block: 1 Lot: 10 Section: 33 Township: 4 Range: 2
Primary Parcel Number: R543614000 Additional Parcels: R5436140900

Applicant Information

First Name: Gordon Last Name: Statler
Company: Coleman Real Estate Development LLC Phone:
Address: 1116 S Vista Ave. #471 City: Boise State: ID Zip: 83705
E-mail: gordon@statlerdesignsolutions.com Cell: 8052523679 Fax:

Agent/Representative Information

First Name: Gordon Last Name: Statler
Company: Statler Design Solutions Phone: 8052523679
Address: 1795 Ocean Oaks Rd, City: Carpinteria State: CA Zip: 93013
E-mail: gordon@statlerdesignsolutions.com Cell: 8052523679 Fax:
Role Type: □ Surveyor □ Land Developer □ Engineer □ Architect □ Other

Owner Information

Same as Applicant? □ Yes □ No (If yes, leave this section blank)
First Name: __________________________ Last Name: __________________________
Company: __________________________ Phone: __________________________
Address: __________________________ City: __________________________ State: □ Zip: __________________________
E-mail: __________________________ Cell: __________________________ Fax: __________________________

www.cityofboise.org/pds
City of Boise Planning & Development Services
P.O. Box 500 • 150 N. Capitol Blvd • Boise, Idaho 83701-0500
Phone 208/384-3830 • Fax 208/384-3814 • TDD/TTY 800/377-3529
Packet Pg. 829
1. **Type of Vacation:**  
   - [x] Easement  
   - [ ] Plat Note  
   - [ ] Consent for Right-of-Way

   **Note:** Multiple vacations can be included on the same application if located within the same area.

   Please describe the easement, plat note or right-of-way to be vacated: ____________________________

2. **Annexation Date** (mm/dd/yyyy): ____________________________

3. **Neighborhood Association:** Boise Central Foothills

4. **Comprehensive Planning Area:** ____________________________

---

**The following items must be submitted with this application:**

Completed Vacation of Easement, Plat Note or Consent to Vacate Right-of-Way Checklist and all required documents, maps and fees.

---

_Gordon Statler_  
Applicant/Representative Signature

2.5.2020  
Date
Lancaster Heights Homeowners Association, Inc.

March 6, 2020

Cody Riddle
City of Boise
150 N Capitol Blvd, 2nd floor
Boise ID 83702

RE: 2994 N Lancaster Place (Lot 10)
Block 1, Lot 9, Section 33, Township 4, Range 2

Mr. Riddle,

I write on behalf of the Lancaster Heights Homeowners Association ("the Association").

The Association has reviewed all documentation related to Vacation of Plat Note Case SOS20-00005 and Vacation of Easement Case SOS20-00006 relating to the aforementioned lot, and find that we are in complete approval and support of both of these vacation requests.

Sincerely,

Noelle Gambill
President
Lancaster Heights Homeowners Association, Inc.
Noelle@NoelleGambill.com
805.252.3922

1116 S Vista Avenue, #471
Boise ID 83705
March 6, 2020

Cody Riddle
City of Boise
150 N Capitol Blvd, 2nd floor
Boise ID 83702

RE: 2994 N Lancaster Place (Lot 10)
     Block 1, Lot 9, Section 33, Township 4, Range 2

Mr. Riddle,

I have reviewed all documentation related to Vacation of Plat Note Case SOS20-00005 and Vacation of Easement Case SOS20-00006 relating to the aforementioned lot. As the owner of 3022 N Lancaster (Lot 9), I am in complete approval and support of both of these vacation requests.

Sincerely,

[Signature]
Noelle Gambill
Manager
Coleman Real Estate Development, LLC
Noelle@CREHboi.com
805.252.3922
CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: March 2, 2020

To: Planning and Development Services

From: Melissa Jannusch, E.I.T., Associate Engineer
Public Works Engineering

Subject: Grading, Hillside, and Drainage Comments
2994 N Lancaster Pl
SOS20-00005 & SOS20-00006

Grading, Hillside, Drainage Comments

1. This project site contains areas to be developed in excess of 15% grade. Comply with Boise City Hillside and Foothill Areas Development Ordinance, International Building Code Chapter 18 and Appendix J as amended by Boise City Building Code Chapter 9-1.

2. The partial vacation/relocation of the access and drainage easement area to align with the approved lot line adjustment will not impact the access to the subdivision drainage system.

3. The stormwater stub-out may need to be relocated so that it is outside of the building footprint.

If you have further questions, please contact the Melissa Jannusch

Melissa Jannusch, E.I.T.
Associate Engineer
Public Works Engineering
208-608-7168
mjannusch@cityofboise.org

Making Boise the most livable city in the country.

Packet Pg. 833
Hi Gordon, the proposal does not look like it will affect the sewer access but more the storm drainage. I suggest you contact Melissa and arrange a revised plan to include those facilities.

Thanks,

Mike Sheppard
Engineer II
Public Works
Office: (208) 608-7504
mike.sheppard@cityofboise.org

Hi Mike
I hope you had nice holidays and the new year is starting off well for you.

We are in the process of a lot line adjustment on this lot to gain some buildable area at the front corner of the lot. The "capture setback" exhibit shows the proposed configuration. There is an existing access easement that follows the current property line with a 22' wide easement that follows the revised property line.

I understand we need to file a vacation of easement for this and will need approval from your department to accomplish this. Can you please give me a call to discuss this?

Thanks.
regarding the access for the drainage

...
20200512 City Council Hearing on 2994 Lancaster SOS20-00005 and SOS20-00006

Dear Mayor and City Council Members,

I plan to attend the virtual meeting and testify but please accept my comments beforehand.

Thank you for the opportunity for comments.

I live adjacent to this property. And while I wish it had never been developed, it has. There are only nine parcels in the development. This particular parcel has now had two revisions. Will it have more? They should have thought all this through originally. Lot 10 is a bad lot. All the utilities go through it. And it is down in a hole. It doesn’t happen often, but it does flood.

I was mailed a packet of documents. Unfortunately this packet is lacking. I went into the PDS system to try to learn more. That too is lacking. Here’s what I was looking for and couldn’t find:

1. The new plat map with the revised property line, after the lot line adjustment. If it’s on the map from 2020, I should have spoken out last year, but having lot 9 own part of lot 10’s driveway seems wrong.
2. The new map with the building envelope
3. The new map with the utility access
4. The setback on the eastern side of parcel 10. Parcel 9’s setback is noted.
5. Sheets 2-5. One of the maps I was sent is labeled, sheet 1 of 5.
6. The dates the maps are created. All the maps should have obvious dates on them.
7. If the ‘access and utility easement’ noted on the map are vacated, where will the access for the City and HOA be? Access is likely to be needed at some point. If the home is built over the utilities, access will be difficult.

Maybe all this is in there but I couldn’t figure it out. It shouldn’t be this complicated. How can the average citizen comment intelligently?

When they were putting in the infrastructure for this development, they went well into our property to access the sewer for a potential City hookup in the future. We had to replant a lot of vegetation. We didn’t file a complaint. But now there’s a huge mound for a City hookup which is proposed to be vacated. Is anything going to change on the ground? I just weed whacked that mound because it is a fire hazard, especially since it is raised, fire likes to travel uphill.

So, while I not against this application, I feel it was not thorough and left me with many unanswered questions. Since I will be submitting these comments before the hearing, maybe my questions will be answered before I testify.

Thank you for your time,
Joanie Fauci
2944 Hillway Dr
TO: Mayor and Boise City Council  
FROM: Cody Riddle, Deputy Planning Director  
DATE: May 5, 2020  
RE: ZOA19-00006 / Ordinance Amendment-Floodplain Regulations

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION

On March 2, 2020 the Planning and Zoning Commission unanimously recommended approval of an amendment to the Flood Hazard Regulations (Chapter 11-08) of the Development Code. The proposal includes reference to newly adopted floodplain maps, updated definitions, and clarified existing regulations. It also includes a proposal to increase the minimum elevation for structures above the base flood elevation.

The primary purpose of the amendment is to reference new Flood Insurance Rate Maps (FIRM(s) and a Flood Insurance Study (FIS) that were issued by the Federal Emergency Management Association (FEMA) on December 19, 2019. This will result in approximately 1,100 new properties being brought into the regulatory floodplain. Along with referencing the new maps, additional definitions and language clarifying existing regulations is included. These elements of the amendment are required to ensure Boise remains eligible for participation in the National Flood Insurance Program (NFIP).

Outreach regarding changes in the floodplain boundaries started in 2017 when FEMA released the preliminary data. The City provided direct mailings to impacted residents and conducted open houses to communicate the changes to the community. A similar effort has occurred after issuance of the final maps in December. Notification of the changes was sent directly to all impacted owners in two separate mailings. This included an invitation to an open house conducted on March 11th. The changes were also communicated to neighborhood associations, the development community, and professionals regularly involved in floodplain permitting.

The amendment does include one notable change. Current regulations require the lowest floor of new construction be elevated one foot above the base flood elevation (BFE) along the Boise River and only up to the BFE in the foothills gulches. Any requirement to elevate the first floor is referred to as “freeboard”. The amendment will increase the require freeboard to two feet along the river, and one foot in the gulches. These increased standards will apply to any residential structure. Commercial buildings can either be elevated or flood-proofed to the same level. Increasing the freeboard provides a margin of safety against extraordinary or unpredictable flood risk. Freeboard reduces the damage incurred when flood events do occur, and homeowners save significantly on insurance costs.

Only minimal testimony has been received regarding the amendment. While it suggests alternative language, even for long-standing code provisions, it does not indicate opposition to the one substantive change, the increase in freeboard. It should be noted, the language included in the amendment is based on significant dialogue with both the State and Regional FEMA representatives.

RECOMMENDATION

The Planning Team recommends approval of ZOA19-00006, with an effective date of June 19, 2020. Upon approval, a final notice will be sent to those impacted by the changes. This will ensure those interested in purchasing flood insurance, or making changes to their existing policy, have ample time to do so.
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE: )

ZOA19-00006 / BOISE CITY PLANNING AND )
DEVELOPMENT SERVICES )

__________________________________________ )

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, MARCH 2, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
BOB SCHAFER, CO-CHAIR
MILT GILLESPIE
JANELLE FINFROCK
JIM BRATNOBER
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
(Begin transcription at 0:11:50 of audio file.)

INTRODUCTION

CHAIRMAN STEAD: Okay. The next item is -- we're actually -- I'm going to entertain a motion to amend the agenda so that we can hear Item 4 first.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I move that we amend the agenda and take up Item 4, ZA -- ZOA19-6, immediately.

COMMISSIONER FINFROCK: Second.

CHAIRMAN STEAD: Second by Commissioner Finfrock.

Will the clerk please call the vote.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Schafer.

COMMISSIONER SCHAFER: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Bratnober.

COMMISSIONER BRATNOBER: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.
THE CLERK: All in favor. Motion carries.

CHAIRMAN STEAD: Okay, Cody, please go ahead.

CODY RIDDLE: Thank you, Madam Chair, members of the Commission. This request is to amend Chapter 8 of the development code.

As you know -- as you probably know or you'd know from looking at your packet, FEMA issued new flood insurance rate maps and then the flood insurance study in December of last year. The primary purpose of the amendment before you this evening is to update the ordinance to reference those new studies. The amendment also updates the number of definitions and clarifies existing regulations. Those updates, and the language included, are required. They will ensure that Boise remains eligible for participation in the National Flood Insurance Program, and they do represent the minimum standards required by FEMA.

We are proposing, though, with this one notable change -- the minimum federal standard for new structures is for a first floor to be elevated to the base flood elevation. Any requirement to elevate further is referred to as "freeboard." Now, our ordinance does currently require 1 foot of freeboard along the river and none at the base of our gulches. We're recommending that that actually change to
increase to 2 feet along the river and then to a foot of elevation at the base of our gulches. That new standard will apply to any residential structure but could also be applied to commercial buildings. The ordinance will still allow, though -- that -- for commercial buildings, flood-proofing as an alternative.

We anticipated actually receiving a little bit of resistance to the increase in freeboard, but we've actually only heard support. While it will result in an increased cost in construction, FEMA estimates that the upfront costs are anywhere from a quarter to one-and-a-half percent the increase in total construction cost. That might add $20 a month, or about $240 a year, to a mortgage. The insurance savings on that same structure, though, would be more than $1,000.

I think it's also important to note the benefits are not only financial. This change in freeboard provides extra degree of safety in the event of a flood. I'd like you to keep in mind that our new maps, even our new maps, aren't perfect. They are based on the best available data, but it doesn't account for things like bridges blocked by debris. Also, because they're not updated that often, it
doesn't account for simple changes in hydrology along the river -- or development, actually, impacts the floodplain. Ultimately, flooding is going to happen. We've actually been quite fortunate, and we probably count on those dams upriver a little bit too much. When flooding does occur, this added freeboard is going to certainly reduce impacts to property.

I would finally also note that increase in freeboard benefits everyone with a flood insurance policy. We participate in the CRS or Community Rating System Program. It's a voluntary program that actually provides discounts on insurance for participating communities. Our policyholders actually currently benefit from a 20 percent discount on their insurance for our participation. Increasing the freeboard will help us to maintain that rating.

I will note that you did -- we did receive only minimal comments on this proposal. Those were included in your packet. They don't necessarily indicate opposition, including to the change in freeboard. There was certainly some suggested alternative language included, but I would note that the language in the proposal that's before you was based on extensive back-and-forth discussion with FEMA.
So in conclusion, other than a couple of words, the changes proposed are effectively required. In our mind, the changes to freeboard are consistent with the approval criteria and, as detailed in your packet, supported by the Comprehensive Plan and certainly in the best interest of the community, so we are recommending approval this evening. Thank you.

CHAIRMAN STEAD: Thank you, Cody.

Since the Applicant is also your department, we will move on to any questions from the Commission.


NEIGHBORHOOD ASSOCIATION

N/A

PUBLIC TESTIMONY

CHAIRMAN STEAD: We don't have anybody on the sign-up sheet for this item, but are there any here that would like to testify on this item tonight?

No? Okay.

COMMISSIONER GILLESPIE: Just one.

JAMES HULL: [Unintelligible].

CHAIRMAN STEAD: Oh. Please come up to the -- please come up to the podium. Start with your name and address. You'll have three minutes. Also, there's a piece of white paper. When you're finished
testifying, please go ahead and fill that out so we have your information for the record.

JAMES HULL: James Hull at 7916 West Queen Court in Boise.

I oppose this change. It's just going to encourage more building along the river. And I actually oppose FEMA subsidizing the insurance of these people that build along in these floodplains as well, so I oppose this.

CHAIRMAN STEAD: Thank you. When you're finished with that, you can bring the paper up to us or anybody at the staff table. Thank you.

Is there anybody else here to testify on this item tonight?

REBUTTAL

CHAIRMAN STEAD: Okay. Would the -- Cody, would you like to rebut?

No. Okay. The Applicant waives the rebuttal.

MOTIONS.

CHAIRMAN STEAD: So we will close the hearing then, the public part of the hearing, and the item is before the Commission.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I move that we
recommend approval to the City Council Item 4, ZOA19-6, with all the terms and conditions in the staff report.

COMMISSIONER SCHAFER: I'll second.

CHAIRMAN STEAD: Second by Commissioner Schafer.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So part of it is routine, part of it is raising the freeboard, and I think that is a good idea, and I do support that. In response to the gentleman who testified on raising the freeboard, in some sense, does make construction somewhat more expensive along the river. So I actually think that this proposal furthers his goals of making development. I don't think it will really discourage it too much, but at least make it more flood-proof. So I support the increased freeboard and the zoning amendment.

COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEAD: Commissioner Schafer.

COMMISSIONER SCHAFER: I'll second Commissioner Gillespie's comments. And these maps have been in the works for quite some time, and this has been, you know, a lot of effort forthcoming from the federal government. And I think it's due to clear the air for
all future applicants and be very clear about the
requirements. And I also agree that increasing the
freeboard is -- potentially could increase costs of
construction, but I think that it's a benefit in the
long term for the City.

CHAIRMAN STEAD: Any further discussion?

VOTE/ROLL CALL.

CHAIRMAN STEAD: Will the clerk please call the
vote.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Schafer.

COMMISSIONER SCHAFER: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Bratnober.

COMMISSIONER BRATNOBER: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

(End transcription at 0:20:02 of audio
file.)

-o0o-
Summary
Amendment to Chapter 11-08 of the Development Code (Flood Hazard Regulations) to reference newly adopted floodplain maps, modify development standards in the floodplain including raising the minimum elevation for structures above the base flood elevation, and adding/updating definitions.

Prepared By
Cody Riddle, Deputy Planning Director

Recommendation
Approval

Reason for the Decision
The amendment complies with the approval criteria specified in Boise City Code Section 11-03-04.1. It is necessary to protect the general welfare of the public and to ensure ongoing compliance with the National Flood Insurance Program (NFIP). The code will reference a new flood study and insurance maps issued by the Federal Emergency Management Agency (FEMA). These maps identify areas at risk of flooding based on the best available and adopted data. The addition of new definitions and clarification of existing regulations will ensure the ordinance can be enforced to protect the community.

The amendment complies with Blueprint Boise. Goal SHCC3, Policies SHCC3.1, 3.2, and 3.4 support regulations to minimize risks associated with flood hazards, from both a life safety and financial loss perspective. Similarly, Principle GDP-N.8 encourages design concepts that incorporate and protect natural features within developments. This amendment will further each of these elements of the plan.

The updated regulations, including requirements for increased elevation above base flood elevation, will ensure residents and property are better protected in the event of flooding along the Boise River or foothills gulches. The increased standards may also have the effect of allowing individual flood insurance premiums to be reduced.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
Planning Division Project Report

File Number ZOA19-00006
Applicant City of Boise
Property Address 150 N. Capitol Blvd

Public Hearing Date March 2, 2020
Heard by Planning and Zoning Commission

Analyst Cody Riddle, Deputy Planning Director

Public Notification
Transmitted for public comment: January 28, 2020
Public meeting(s) conducted on: March 11 & 18th, 2020*
Public hearing notice mailed on: N/A
Newspaper notification published on: February 13, 14 & 17th, 2020
Staff posted notice on site on: N/A

*The City sent notice to all owners and occupants of properties in the expanded special flood hazard area on February 10, 2020. Additional mailings will occur this spring.

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3. Comprehensive Plan......................................................................................................... 2
4. Analysis............................................................................................................................ 3
5. Approval Criteria............................................................................................................... 5

Exhibits
Underline/Strikeout Floodplain Regulations
Agency Comments
Public Testimony
1. Project Data and Facts

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<tr>
<th>Project Data</th>
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<tbody>
<tr>
<td>Applicant</td>
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<tr>
<td>Representative</td>
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<td>Procedure</td>
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<table>
<thead>
<tr>
<th>Description of Request</th>
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<tr>
<td>Amendment to Chapter 11-08 of the Development Code (Flood Hazard Regulations) to reference newly adopted floodplain maps, add definitions, and clarify existing regulations.</td>
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2. Development Code *(Boise City Code Title 11)*

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>11-03-03</td>
<td>Review &amp; Decision Procedures</td>
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<td>11-04.1</td>
<td>Code Text Amendment Procedures</td>
</tr>
<tr>
<td>11-08</td>
<td>Flood Hazard Regulations</td>
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3. Comprehensive Plan *(Blueprint Boise)*

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<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
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<tr>
<td>Chapter 2: City Wide Visions and Policies</td>
<td>Goal SHCC 3</td>
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<tr>
<td></td>
<td>Policy SHCC 3.1</td>
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<td>Policy SHCC 3.2</td>
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<td>Policy SHCC 3.4</td>
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<tr>
<td>Chapter 3: Community Structure and Design</td>
<td>Principle GDP-N.8</td>
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4. Analysis

The City of Boise requests an amendment to Chapter 11-08 (Flood Hazard Regulations) of the Development Code. The Federal Emergency Management Agency (FEMA) issued new Flood Insurance Rate Maps (FIRM(s) and a Flood Insurance Study (FIS) on December 19, 2019. The primary purpose of this amendment is to update the ordinance to reference these new studies. This will result in approximately 1,100 new properties being brought into the regulatory floodplain. Along with referencing the new maps, additional definitions and language clarifying existing regulations is included. These elements of the amendment will ensure Boise remains eligible for participation in the National Flood Insurance Program (NFIP).

Boise City first adopted the floodplain ordinance in 1984 and has remained in continuous compliance with the NFIP. The current ordinance, including the updates referenced above, is based closely on the minimum standards required by FEMA. They require participating jurisdictions to adopt the minimum standards but encourage more restrictive regulations if possible. The minimum standards require new structures be located outside the designated floodway (the area needed to convey the bulk of flood waters during a 100-year flood) and when constructed in the floodplain (the inundated area between the floodway limit and the outer limit of the area) be elevated so that the first habitable floor is at or above the projected flood level. Any requirement to elevate a first floor is often referred to as “freeboard”.

The last 35-years of floodplain management have proven that floodway and floodplain boundaries change, as do the regulatory depths of flooding. This has been confirmed through new studies of the floodway/floodplain. The City adopted an updated flood study in 2003, and the current amendment will adopt a study completed in 2015. In each instance, the boundaries and depths of the flood areas changed. This resulted in existing homes and structures being brought into the regulatory floodplain. This occurs as the conveyance capacity of rivers, gulches and floodplains change naturally over time, and as development occurs in and around them.
Development is allowed in the floodplain. Current regulations require the lowest floor of new construction in the Floodway Fringe, or AE Zone, be elevated only one-foot above the base flood elevation (BFE). The Planning Team is recommending increasing the required freeboard to two feet in these locations. This anticipates an overall increase of flood depths based on future development and changes to river hydrology. The updated definitions clarify that this requirement will also apply to crawl spaces.

In the Area of Shallow Flooding, or AO zone, there is not currently a requirement for freeboard. These areas are generally associated with foothills gulches. The path, and depth of flooding is less predictable. Currently, structures are only required to have the lowest floor elevated to the BFE. The Planning Team is recommending a freeboard requirement of one-foot in these locations. Similar to the AE zone, this requirement will also apply to crawl spaces.

The new standards will apply to any residential structure and could also be applied to commercial buildings. However, the ordinance will continue to allow flood-proofing as an alternative for commercial applications. In those instances, structures must be flood-proofed to the same one and two-foot levels described above.

Increasing the freeboard requirement provides several benefits, the most important being safety. Freeboard provides a margin of safety against extraordinary or unpredictable flood risk. BFE is an estimate based on the best available data. However, it does not account for things like bridges being blocked by debris or development in the floodplain. Further, it is often years between flood studies. Freeboard reduces the damage incurred when flood events do occur, and as illustrated below, homeowners save significantly on insurance costs as the freeboard requirement is increased.

(Insurance Premium Illustration-Provided by FEMA)
A concern with freeboard is the increased cost of construction. However, FEMA estimates up-front costs are generally only 0.25 to 1.5 percent of total construction costs. These are more than offset by savings in insurance. For example, adding two feet of freeboard to a new home might add $20 a month to a mortgage payment, or $240 a year. The flood insurance savings could be more than $1,000.

It is also important to note that increased freeboard benefits everyone with a flood insurance policy, not just those constructed based on increased standards. Boise participates in the Community Rating System (CRS) program. This voluntary FEMA program provides insurance discounts to participating communities. In addition to outreach and education, one way for communities to receive credit is through heightened floodplain regulations. Policy holders in Boise currently receive a 20% discount on their insurance rates. Increasing the freeboard requirement will help ensure this discount continues.

In conclusion, updating the ordinance to reference the new maps and flood study, along with adding and clarifying definitions, are effectively required. As detailed below, the increased standards are supported by the Comprehensive Plan. They will promote the health and safety of Boise residents and protect the community from financial loss.

5. Approval Criteria (11-03-04.1.B(7))

i. Complies with and conforms to the Comprehensive Plan, and

   The amendment complies with Blueprint Boise. Goal SHCC3, Policies SHCC3.1, 3.2, and 3.4 support regulations to minimize risks associated with flood hazards, from both a life safety and financial loss perspective. Similarly, Principle GDP-N.8 encourages design concepts that incorporate and protect natural features within developments. This amendment will further each of these elements of the plan.

   The updated regulations, including requirements for increased elevation above base flood elevation, will ensure residents and property are better protected in the event of flooding along the Boise River or foothills gulches. The increased standards may also have the effect of allowing individual flood insurance premiums to be reduced.

ii. Is required for public convenience or general welfare.

   The amendment will protect the general welfare of the public by modifying the floodplain development regulations in such a way that properties and individuals will be better protected from damage or loss of life in the event of flooding on the Boise River or from the foothills gulches. The increased standards may also have the effect of allowing individual flood insurance premiums to be reduced.
CHAPTER 11-08: Flood Hazard Regulations

11-08-01. GENERAL PROVISIONS

1. CHAPTER PURPOSE

A. The flood hazard areas of Boise City, Idaho, are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and government services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. Flood losses are caused by natural forces and construction practices which increase flood heights and velocities, and by structures which are inadequately anchored and which may damage property in other areas. Uses that are inadequately flood-proofed, elevated or otherwise unprotected from flood damage also contribute to flood losses.

C. It is the purpose of this chapter to promote public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

(1) To protect human life and health;
(2) To minimize expenditures of public money and costly flood control projects;
(3) To minimize the need for rescue and relief efforts associated with flooding which are generally undertaken at the expense of the general public;
(4) To minimize prolonged business interruptions;
(5) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in Areas of Special Flood Hazard;
(6) To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
(7) To ensure that potential buyers are notified when property is in an Area of Special Flood Hazards; and
(8) To ensure that those who occupy the Areas of Special Flood hazard assume responsibility for their actions.

2. METHODS OF REDUCING FLOOD LOSSES

This chapter describes guidelines and provisions for:

A. Restricting or prohibiting uses which are development that is dangerous to health, safety, and property due to water or erosion hazards, or which resulting damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses which serve such uses be protected against flood damage at the time of initial construction;
C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood water or may increase flood hazards in other areas.

3. APPLICABILITY
The provisions of this chapter shall apply to all areas of special flood hazard, within the jurisdiction of Boise City, and as such lands are identified, within the Floodway, Floodway Fringe, or the Area of Shallow Flooding. The areas of special flood hazard are identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study" for Ada County, Idaho, and areas incorporated areas dated June 19, 2020 February 19, 2003, which includes accompanying Flood Insurance Rate Maps, and flood profiles, along with all subsequent amendments which are hereby adopted by reference and declared to be a part of this chapter. The Flood Insurance Study and Flood Insurance Rate Maps are on file with the Boise City Planning Director, Boise City Planning and Development Services Director, and the Boise City Engineer, Department of Public Works.

4. CREATION OF ZONES
The Floodway Zone, the Floodway Fringe (FF) Zone and Area of Shallow Flooding (ASF) Zone: The Floodway zone, the Floodway Fringe Zone and Area of Shallow Flooding Zone are hereby created and shall have the boundaries as defined in this chapter (Section 11-08-09 11-08-08) and shall have the requirements as set forth in this chapter.

5. EXCLUSIONS
Upon issuance of a Letter of Map Amendment or Letter of Map Revision, from FEMA, such land shall be deemed to be automatically excluded from the Floodway, Floodway Fringe and Area of Shallow Flooding.

6. COMPLIANCE
No new development shall hereafter occur within the Area of Special Flood Hazard (ASFH) unless such new development shall be undertaken in full compliance with this chapter. Enforcement of violations shall be in accordance with Section 11-1-01-8.

7. ABROGATION & GREATER RESTRICTIONS
The provisions of this chapter shall be in addition to, and shall not be deemed to repeal, abrogate, or impair any other ordinance, regulation, easement, covenant or deed restriction. In the event that the provisions of this- and any other ordinance, regulation, easement, covenant or deed restriction conflict or overlap, whichever has the more restrictive requirements shall control.

8. SEVERABILITY
Each section, clause, and provision of this Code is declared severable as per Section 11-01-06.

9. INTERPRETATION
All of the provisions of this chapter shall be liberally construed in favor of the governing body and shall not be deemed to limit or repeal any other powers granted under state statutes.

10. WARNING AND DISCLAIMER
The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased due to artificial or natural causes. This chapter does not imply...
that lands outside the identified areas of special flood hazard will be free from flooding or flood damages or that uses permitted within the identified areas of special flood hazard will be free from flooding or flood damages. This chapter shall not create liability on the part of Boise City, or any officer or employee thereof, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

11-08-02. FLOODWAY ZONE

1. PERMITTED USES

All uses permitted by the base zone district within this Code, and as amended are permitted in Floodway Zones to the extent that the uses are consistent with the standards of this Section.

2. STANDARDS

A. No new development shall be permitted including fill, new construction, substantial improvements or other development, unless

1. It is public infrastructure, including but not limited to bridges, roadways, sewer and water lines, and

2. A licensed professional engineer certifies that there is not any increase in flood levels during the occurrence of the Base Flood discharge, either as a result of the development or its cumulative effect. It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

B. All new development, new construction and substantial improvements shall comply with the applicable standards for uses in the Floodway Fringe.

C. Existing structures in the Floodway Zone which are displaced by floodwater shall not be reconstructed.

D. No alteration or relocation of a water course shall be permitted which would diminish the flood carrying capacity of the water course, or which would result in the flooding of lands which are not subject to flooding prior to such alteration or relocation of the water course, or which will result in adverse effects on other properties including but not limited to, bank erosion resulting from higher velocities, increased heights of floodwaters, extended flood duration, or alterations that may promote channel blockage.

E. Uses on parcels which include any portion of a floodway shall provide for channel stabilization, bank stabilization, or a setback from the edge of the floodway sufficient to protect the use from flood related erosion. Such measures shall be reviewed by a licensed professional engineer for effectiveness for the flood flow and velocity conditions anticipated at the site.

F. Check dams shall be designed and reviewed by a licensed professional engineer, and reviewed and approved by the Boise City Engineer to ensure the safety of persons and property which could be affected by the construction of the check dam.

G. In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, other development (including fill) shall be permitted within zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated
development, will not increase the water surface elevation of the base flood more than two feet at any point within the community.

3. **PROHIBITED USES**

A. New construction or substantial improvements of residential and non-residential structures, including both principal and accessory use structures, except as provided in 11-08-02.2.

B. Manufacture and storage of materials which are buoyant, flammable, toxic or explosive, or which may present a hazard to public health or safety in time of flooding.

C. Standards for Sand and Gravel Extraction - Material stockpiles and permanently installed structures shall not be located within the floodway.

4. **RELOCATING THE FLOODWAY (LINE)**

A. All proposals to redefine the floodway boundary lines require a resolution from the Boise City Council to adopt the amendments to the Floodway Insurance Rate Map, Floodway Boundary Maps, Floodway Maps, and the Flood Profiles Insurance Study. The procedure shall include a review by the U.S. Army Corps of Engineers, the Federal Emergency Management Agency (LOMC Process), the Boise City Department of Public Works, and the Boise City Planning and Development Services Department, prior to submittal to the City Council.

B. The Floodway Boundary Line may be relocated due to refinements of the floodway calculations based upon new information concerning the existing conditions.

C. The floodway boundary line may not be relocated through physical alterations to the lands in the floodplain.

11-08-03. **FLOODWAY FRINGE (FF) ZONE AND AREA OF SHALLOW FLOoding (ASF) ZONE**

1. **PERMITTED USES**

All uses permitted in the base zone district within this Code and as amended, are permitted in the Floodway Fringe Zone and Area of Shallow Flooding Zone to the extent that such uses are consistent with the standards within this Section.

2. **STANDARDS**

A. **Uses**

(1) Except for levees, all new development shall utilize methods and practices that minimize development flood damage and prevent the increase in flood damage potential to other properties or other adverse impacts including but not limited to, bank erosion resulting from higher velocities, increased heights of floodwaters, extended flood duration, or alterations that may promote channel blockage.

(2) All new development shall utilize materials and utility equipment resistant to flood damage.

(3) All new construction and substantial improvements to structures shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrostatic and hydrodynamic loads including the effects of buoyancy.
All manufactured homes must likewise be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to; use of over-the-top or frame ties to ground anchors (Reference FEMA’s "Manufactured Home Installation in Flood Hazard Areas" guidebook Protecting Manufactured Homes from Floods & Other Hazards FEMA P-85 11/2009 for additional techniques).

Drainage practices shall be utilized which minimize exposure to flood hazards.

Manufacture and/or storage of material which is buoyant, flammable, toxic or explosive is prohibited.

River crossings shall be designed to withstand the flows and velocities of the base flood discharge and shall not impede the flows.

All development and structures shall meet or exceed the requirements of Section 11-05-06 Boise River System Overlay District if applicable.

Water velocities within the floodway fringe are not significantly increased so as to cause adverse effects on the site or to surrounding properties.

Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

B. Utilities

All new and replacement water supply systems shall be designed to prevent infiltration of flood waters into the systems.

New and replacement wastewater disposal systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.

On-site waste disposal systems are prohibited in the Floodway Fringe Zone and Area of Shallow Flooding Zone.

Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

C. Development, Including Subdivisions and Manufactured Home Parks

All subdivision proposals shall be consistent with the need to minimize flood damage.

All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

All subdivision proposals shall have adequate drainage to reduce exposure to flood damage.

Base flood elevation data shall be provided and shown on the preliminary plat for all subdivision proposals. Such elevation data shall be certified by a licensed professional engineer or registered land surveyor. Where base flood elevation data has not been provided or is not available from another authorized source, it shall be generated for subdivision proposals and other proposed developments which contain at least greater than 50 lots or 5 acres (whichever is the lesser).
D. Residential Structures

(1) New construction and substantial improvement of any residential structure (including but not limited to mobile or manufactured homes) located in the Floodway Fringe shall have the lowest floor including basements and crawl spaces, elevated one foot two feet above the base flood elevation.

(2) New construction and substantial improvement of any residential structure located in the Area of Shallow Flooding (AO Flood Zone) shall have the lowest floor, including basements and crawl spaces, elevated to the one foot above the base flood elevation flood depth specified on the FIRM measured at highest adjacent grade, or at least two feet above highest adjacent grade when a flood depth is not identified. The height of the adjacent grade and the lowest floor including basement and/or the first floor shall be certified by a licensed professional engineer or registered land surveyor.

(3) Fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or must meet or exceed the following minimum criteria:

(a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all flood openings shall be no higher than one foot above the interior or exterior adjacent grade.

(c) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

E. Manufactured Homes

(1) All manufactured homes -shall be- that are placed or substantially improved on sites:

(a) Outside of a manufactured home park or subdivision;

(b) In a new manufactured home park or subdivision;

(c) In an expansion to an existing manufactured home park or subdivision; or

(d) In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood.

All manufactured homes shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(2) Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of "A" above, be elevated so that either:

(a) The lowest floor of the manufactured home is at or above the base flood elevation, or

(b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
F. **Nonresidential Structures** *(includes accessory structures such as sheds, detached garages, etc.)*

(1) **Elevating**

New construction and substantial improvement of any nonresidential structures shall meet the following:

When located in the Floodway Fringe, such structures shall have the lowest floor, including basements and crawl spaces, elevated to one foot two feet above the base flood elevation. When located in the Area of Shallow Flooding, such structures shall have the lowest floor, including basement, elevated to the level of the base flood elevation as indicated on the FIRM or at least 2 feet above highest adjacent grade if no depth number is specified.

(a) Elevations of adjacent grade and the first floor shall be certified by a licensed professional engineer or registered land surveyor to the Building Director.

(b) Nonresidential structures that are elevated, but not flood proofed, must meet the same standards for space below the first floor as described in subsection D above.

(2) **Flood-proofing**

In lieu of elevating nonresidential structures as required in this Section, new construction and substantial improvement of any nonresidential structures shall meet the following:

(a) When located in the Floodway Fringe, such structures together with attendant utility and sanitary facilities shall be flood-proofed to one foot above the base flood level so the structure is watertight with walls substantially impermeable to the passage of water.

(b) When located in the Area of Shallow Flooding, such structures, together with attendant utility and sanitary facilities, shall be flood-proofed to the base flood level so the structure is watertight with walls substantially impermeable to the passage of water.

(c) Such flood-proofing may not be required if a licensed professional engineer certifies that such flood-proofing is not necessary to resist hydrostatic and hydrodynamic loads and the effects of buoyancy because uplift will not occur due to the nature of the flood; provided however, that flood-proofing of attendant utility and sanitary facilities is still required.

(d) Structural components shall be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

(e) A licensed professional engineer shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this Section based on their review of the structural design, specifications and plans. Such certifications shall be provided to the Planning Director.

G. **Accessory Structures and Uses**

(1) New accessory structures are prohibited in the floodway. Accessory structures shall not exceed the following standards if constructed or placed in the Floodway Fringe:

(a) Accessory structures to nonresidential principal uses shall meet the standards listed for nonresidential structures (subsection F above) if the accessory structure exceeds 1,000 square feet in size.

(b) Accessory structures to residential principal uses shall not exceed 1,000 square feet in size, or 40 percent of the area of the rear yard of the property, or have
construction costs of more than 10 percent of the market value of the principal residential structure, whichever is the least.

(2) Accessory structures and uses shall be designed to have a low flood-damage potential and shall be placed on the building site and constructed so as to offer the minimum resistance to the flow of floodwaters.

(3) Accessory structures shall meet the requirements of subsection A above, Standards for Uses.

H.G. Recreational Vehicles

Recreational vehicles placed on sites within areas of special flood hazard (ASFH) or areas of shallow flooding (ASF) as identified on the City’s most recently adopted Flood Insurance Rate Map (FIRM) shall either:

(1) Be on the site for fewer than 180 consecutive days, or and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or

(2) Be fully licensed and ready for highway use, or

(3) Meet the permit and elevation requirements for residential structures (subsection D above) and the anchoring requirements for manufactured homes (subsection E above).

11-08-04. UNNUMBERED "A ZONES"

1. PERMITTED USES

All uses permitted in the Base Zone District within this Code and as amended, are permitted in the Unnumbered "A Zone" to the extent that such uses are consistent with the standards within this Section.

2. STANDARDS

A. Uses

(1) The use shall meet the standards listed in the standards for uses in the Floodway Fringe Zone and Area of Shallow Flooding Zone (Section 11-08-03.2.A).

(2) Where elevation data is not available either through the Flood Insurance Study or from another authoritative source (Section 11-08-01.3), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

(3) Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

B. Utilities

The utilities shall meet the standards listed for utilities in the Floodway Fringe Zone and Area of Shallow Flooding Zone (Section 11-08-03.2.B).

C. Development, Including Subdivisions and Manufactured Home Parks

The subdivision proposal shall meet the standards listed for subdivisions in the Floodway Fringe Zone and Area of Shallow Flooding Zone (Section 11-08-03.2.C). The applicant/developer shall submit an application for a Conditional Letter of Map Revision (CLOMR) prior to Preliminary Plat approval and have obtained a Letter of Map Revision (LOMR) prior to any building permits for structures being issued.
D. Standards for Residential Structures

The residential structures shall meet the standards for residential structures listed in Floodway Fringe Zone and Area of Shallow Flooding Zone (Section 11-08-03.2.D).

11-08-05. CRITICAL FACILITIES

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood-proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

11-08-06. GENERAL IRRIGATION FLOODPLAIN DEVELOPMENT PERMIT

1. A General Irrigation Floodplain Development Permit (GIFD) applies to qualifying activities within the regulatory floodway or special flood hazard area. These permits may be issued to an irrigation entity for a period not to exceed five years. Examples of activities eligible under this provision include:

A. Dredging and grading of irrigation and drainage channels, when the fill from dredging or grading is not deposited on the banks of channels or anywhere within the regulatory floodway or SFHA for longer than 10 days.

B. Seasonal grading within natural stream channels to check or direct water into irrigation facilities (i.e. earthen “push-up dams” and “wing dams”).

C. Deposition of fill within the SFHA for less than 10 days. After 10 days, deposited fill must be removed from the SFHA, or graded and compacted to existing grade within ± 0.2 feet. Deposition of fill includes deposition of material resulting from grading or excavating irrigation or drainage channels. Deposition of fill within the mapped floodway requires an individual permit.

D. Construction of new underground utilities that do not permanently alter the existing grade elevations by ± 0.5 feet. Excess soil from new pipes larger than 2 feet in diameter must be disposed of outside the regulatory floodway and SFHA.

E. In-kind replacement of irrigation and drainage works or components including but not limited to control gates or head gates, measuring devices and their housing structures/stilling wells, culverts, pumps, pipes, flumes, siphons and similar works. GIFD permits cannot authorize the In-kind replacement of dams or bridge structures.

F. New driveways, trails, sidewalks, roads and streets constructed completely at-or-below existing grade.

G. Armoring, stabilizing, securing, or in-kind replacement of existing infrastructure within the channel banks (such as bridge piers, sewer/utility supports and storm water/sewer drainage outfalls/headwalls) when the dimensions (bank slopes, channel location, channel elevation) of the channel are not altered. This should not involve replacement with larger or additional above ground infrastructure.
11-08-06. 11-08-07. ADMINISTRATION

1. DUTIES OF THE FLOODPLAIN ADMINISTRATOR (BOISE PLANNING DIRECTOR)

The Boise City Planning Director is hereby appointed to administer and implement this chapter and, as the Floodplain Administrator, shall perform the following duties:

A. Review Applications

Review all applications for Base Zone District changes, subdivisions, special use permits, conditional use permits and planned developments to determine:

1. If the development is within an area of special flood hazard;
2. To determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required; and
3. For compliance with the provisions of this chapter and disclose to the PZC and Council whether the application is, or is not, in compliance with the provisions of this chapter.

B. Interpretations

1. Make interpretations of the location of the boundaries of the Floodway and the Floodway Fringe.
2. When uncertainty exists as to whether a new development is within an Area of Special Flood Hazard, determine whether development is within the Floodway or Floodway Fringe.

C. Zoning Certificates

Issues zoning certificates for those structures which are to be constructed or modified in compliance with the provisions of this chapter and the other applicable provisions of this code.

D. Variances

Variances may be issued by the Director for the reconstruction, rehabilitation or restoration of "historic structures" listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in this chapter, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

E. Available Data

Obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when such data has not been provided in the Flood Insurance Study.

F. Record Keeping

Compile and maintain in perpetuity for public inspection all records pertaining to the provisions of this chapter, including records of all appeal actions and variances, records of first floor elevations, flood-proofing certificates, letters of map amendment and all other records required by this chapter and by federal regulations.

G. Notification

Notify adjacent jurisdictions and the Idaho Department of Water Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency
Management Agency; Insurance Administrator; and require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained. Maintenance be provided within the altered or relocated portion of such watercourse so that the flood-carrying capacity of the watercourse is not diminished.

Annual Reports
Submit annual reports, and other reports to the Federal Emergency Management Agency, as required and as requested.

(1) Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

(2) Notify the Federal Insurance Administrator in writing of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.

H. Engineer Certification

(1) Require that for all new or substantially improved structures in an Area of Special Flood Hazard along the Boise River or in the gulches, a licensed professional engineer or registered land surveyor certify the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of the structure; and record the certified elevation and whether or not the structure contains a basement.

(2) Require that for all new or substantially improved structures in an Area of Shallow Flooding in an Area of Special Flood Hazard, a licensed professional engineer or registered land surveyor shall certify the actual height in feet, as measured from the building edges at the lowest floor height to the highest ground which surrounds the building and record the certified height and whether or not the structure contains a basement.

(3) Require that for all new or substantially improved flood-proofed non-residential structures; a licensed professional engineer or registered land surveyor certify that the actual elevation (in relation to mean sea level) to which the structure is flood-proofed; and the Boise City Planning and Development Services Director shall maintain copies of the flood-proofing certificates as required in this chapter.

I. Permit Issuance

Issue building or grading permits for new construction, new development, and substantial improvement to structures which are in compliance with the provisions of this Ordinance.

J. Corrective Procedures

When the Floodplain Administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

2. DUTIES OF THE BOISE CITY ENGINEER

Upon request from the Director, the Boise City Engineer shall provide technical assistance and information including but not limited to verify field surveys and technical information submitted by any applicant for new development.
1. GENERAL PROVISIONS

A. Consideration of Size and Location
Generally, the only circumstances under which a variance may be issued are for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size, contiguous to and surrounded by, lots with existing structures constructed below the Base Flood Elevation.

B. Consideration of Standards
Variances may only be approved after the standards provided in (see Section C below) have been fully considered. As the lot size increased beyond 1/2 acres, the technical justification for issuing the variance increases.

C. Consideration of Technical Information
In the review of requests for variances, the Planning and Zoning Commission shall consider all technical evaluations, all relevant factors, and standards specified in this chapter:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community; the necessity to the facility of a waterfront location where applicable;
5. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
6. The compatibility of the proposed use with existing and anticipated development;
7. The relationship of the proposed use to the Boise City Comprehensive Plan and floodplain management program for that area;
8. The safety of access to the property in times of flood for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities including but not limited to sewer, gas, electrical, water systems, and streets and bridges.

2. CONDITIONS FOR VARIANCES
For new developments and substantial improvements to existing structures, the conditions for a variance shall comply with Section 11-08-07.1.D as well as the following:

A. Prohibitions
Variances shall not be issued within any designated floodway if any increase in flood levels during the Base Flood discharge would result.

B. Necessary Minimum
A variance shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

C. Approval Criteria
A variance shall only be issued upon a showing of good and sufficient cause; a determination that failure to grant the variance would result in exceptional hardship to the applicant; and a
determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, the creation of nuisances, degradation of or victimization of the public, or conflict with existing local laws or ordinances.

D. Rarely Allowed

Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.

E. Variances for Nonresidential Structures

Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of flood-proofing than watertight or dry-flood-proofing, where it can be determined that such action will have low damage potential, and otherwise complies with the Standards for Uses and Standard for Utilities.

F. Conditions for Approval

Upon consideration of the factors and the purposes of this chapter, the PZC may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

G. Flood Insurance Notice Required

Any applicant to whom a variance is issued shall be given written notice that the cost of flood insurance may be commensurate with any increased flood risk.

H. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.

3. APPEALS

A. Process for an Appeal

(1) The applicant or any aggrieved party may appeal the Director’s decision or determination to the PZC in accordance with this Code (Section 11-03-03.9).

(2) The applicant or any aggrieved party may appeal the PZC decision or determination to the Council in accordance with this Code (Section 11-03-03.9).

(3) Within 10 calendar days after receipt of the appeal, the Council shall establish a date for hearing such appeal and shall notify the appealing party and all persons notified for the previous hearing.

(4) The Council, in reviewing the decision of the PZC, may sustain or deny the PZC, or the Council may amend or modify the decision or determination of the PZC by imposing additional or different conditions or limitations.

B. Basis for an Appeal

An appeal which alleges that there is an error in any requirement, decision, or determination made by any administrative officer of Boise City, or by the PZC in the enforcement or administration of this chapter, shall be supported by technical and scientific evidence, which may include, but is not limited to:
(1) An actual copy of the recorded plat map showing the property;
(2) A topographic map showing ground elevation contours and the curvilinear line representing the area subject to inundation by the Base Flood; and
(3) Certification by a licensed professional engineer or licensed land surveyor of the elevation of the lowest floor (including basement), the elevation of any fill and the date on which the fill was placed, the elevation to which any structure has been flood-proofed, and written statement setting forth the error alleged and the basis for appeal.

11-08-08.11-08-09. DEFINITIONS

As used in this Chapter each of the terms defined shall have the meaning given in this Section unless a different meaning is clearly required by the context.

Accessory or Appurtenant Use or Structure
A use or structure which is subordinate to the principal use structure on the same parcel and which serves a purpose customarily incidental to the principal use or structure. The accessory use or structure shall, in no instance, include a dwelling unit or be used for human habitation.

Appeal
A request to the Planning and Zoning Commission for a review of the floodplain administrator's interpretation of any provision of this chapter.

Area of Shallow Flooding (ASF)
An area shown on the flood insurance rate map as an AO zone with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. These areas are also referred to as the alluvial fans if velocity data is provided on the FIRM, and are characterized as sheet flow.

Area of Special Flood Hazard (ASFH)
The lands in a floodplain within Boise City which are subject to flooding from the base flood (or 100 year flood). These areas are also referred to as the floodplain Special Flood Hazard Area (SFHA). Designation on maps always include the letters A or V.

Base Flood
The flood having a one percent chance of being equaled or exceeded in any given year, and is synonymous with "one-percent flood" and "100 year flood." Designation on maps always include the letters A or V.

Base Flood Elevation (BFE)
The elevation in feet in relation to mean sea level as determined by the Federal Emergency Management Agency to which flood water can be expected to rise during a base flood. A determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year. When the BFE has not been provided in a Special Flood Hazard Area, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA-approved engineering methodologies. This elevation, when combined with the Freeboard, establishes the Flood Protection Elevation.

Base Flood Height in Areas of Shallow Flooding
The height expressed in feet above adjacent grade to which flood waters can be expected to rise during a base flood. This height is determined by the Federal Emergency Management Agency Insurance Administrator and is shown on the Flood Insurance Rate Map (FIRM). Adjacent grade is the elevation of the crown of the nearest street or back of the adjacent curb after adjustment is made for slope of the ground. Adjacent grade is the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Base Zone District
The zone district classification which is in effect on any given land for which standards are included in the Development Code of Boise City, Idaho dated June 2002, and as amended.

Basement
Any area of the building with its floor sub-grade (below ground level) on all sides.
Check Dam
A structure erected in a floodway which does not exceed ten feet in height or impound more than fifty acre feet of water. For the purposes of this Chapter, energy dissipating devices shall be considered to be check dams.

Crawl Space
The area of a house or structure between the lowest finish floor and the bottom of the foundation excavation enclosed by continuous foundation walls.

Critical Facility
A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste.

Development
Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, manmade change to improved or unimproved real estate over which the Boise City Council exercises control. In addition to structural construction, the term includes mining, drilling, dredging, grading, paving, excavation and filling.

Elevated Building
For insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings or columns.

Elevation Certificate
The Elevation Certificate is an important administrative tool of the NFIP. It is used to determine the proper flood insurance premium rate; it is used to document elevation information; and it may be used to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

Existing Manufactured Home Park or Subdivision
A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

Expansions to an Existing Manufactured Home Park or Subdivision
The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA)
The agency with the overall responsibility of administering the national flood insurance program (NFIP).

Flood or Flooding
A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of a watercourse and/or the unusual and rapid accumulation or runoff of surface waters from any source, including but not limited to snow melt or heavy rain.

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:
1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph A.2. of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph A.1. of this definition.
Flood Insurance Rate Map (FIRM)
The official report provided by the Federal Emergency Management Agency which has delineated both the areas of special flood hazard and the risk premium zones applicable to the community. An official map of a community, on which the Federal Insurance Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS)
The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood-Boundary Floodway Map, and the water surface elevation of the base flood. An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations; or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Elevation Study.

Floodplain or Flood-Prone Area
The land that has been or may be covered by floodwaters, or is surrounded by floodwater and inaccessible, during the occurrence of the regulatory flood. The riverine floodplain includes the floodway and the flood fringe. Any land area susceptible to being inundated by water from any source (see definition of “flooding”).

Floodplain Management
The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and flood plain management regulations.

Floodplain Management Regulations
Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a flood plain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood-proofing
Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate potential flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Flood Protection Elevation (FPE)
The Base Flood Elevation plus the Freeboard.

a. In “Special Flood Hazard Areas” where Base Flood Elevation (BFE) has been determined, this elevation shall be the BFE plus (insert number) feet two feet of freeboard; and

b. In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least (insert number) feet-two feet above the highest adjacent grade. An elevation that shall correspond to the elevation of the one percent chance flood (one hundred year flood) plus any increased flood elevation due to floodway encroachment, plus any required freeboard.

Floodway (FW)
The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot, as shown in the Flood Insurance Study for Boise City, Idaho.

Floodway Fringe (FF)
The area between the floodway boundary and the outer limits of the 100 Year Flood. These lands within Boise City are subject to flooding from the Base Flood (aka the 100 year Flood), and are also referred to as part of the floodplain or the Area of Special Flood Hazard located outside of the floodway.
**Freeboard**
A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effects of urbanization in a watershed. The Base Flood Elevation (BFE) plus the freeboard establishes the Flood Protection Elevation (FPE). Freeboard shall be a minimum of two feet.

**Highest adjacent grade**
The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**Historic structure.** Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
   a. By an approved state program as determined by the Secretary of the Interior or
   b. Directly by the Secretary of the Interior in states without approved programs.

**Letter of Map Amendment (LOMA)**
A letter issued by the Federal Emergency Management Agency exempting a specific structure or site from the Flood Insurance requirements. The site is exempted by virtue of its being elevated above the 100 year flood elevation. An official amendment by letter, to an effective National Flood Insurance (NFIP) map. A LOMA establishes a property’s or structure’s location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property or structure has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.

**Letter of Map Revision (LOMR)**
A letter issued by the Federal Emergency Management Agency exempting a specific structure or site from Flood Insurance requirements. The site or structure is exempted by virtue of its being elevated above the 100 year flood elevation. FEMA’s modification to an effective Flood Insurance Rate Map (FIRM) or a Flood Boundary and Floodway Map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

**Letter of Map Revision Based on Fill (LOMR-F)**
FEMA’s modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway. The LOMR-F does not change the FIRM, FBFM, or FIS report.
**Letter of Map Revision Conditional (CLOMR)**
A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS). Upon submission and approval of certified as-built documentation, a Letter of Map Revision (LOMR) may be issued by FEMA to revise the effective FIRM. Building Permits and/or Flood Development Permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

**Levee**
A levee is a continuous dike or ridge, constructed of earth or other materials that confines flood waters (excluding landfill).

**Lowest Floor**
The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Chapter. (Section 11-08-03.2.A)

**Manufactured Home**
A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

**Manufactured Home Park or Subdivision**
A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Mobile Home**
A transportable, factory-built home designed to be used as a year-round residential dwelling and built prior to enactment of the National Housing include and Safety Standards Act of 1974, which became effective June 15, 1976.

**Mobile Home Park or Subdivision**
Any area, tract, plot or parcel of land, developed and designed primarily for placement of mobile homes located and maintained for dwelling purposes on a permanent or semi-permanent basis.

**New Construction**
Structures for which the start of construction commenced on or after the effective date of this Chapter. For floodplain management purposes, a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures. Any construction started after April 17, 1984 (insert effective date of community’s first floodplain management ordinance adopted by the community) and before and before the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

**New Development**
Any development for which final approval entitling the applicant to proceed with the development was issued on or after the effective date of this Chapter.

**New Manufactured Home Park or Subdivision**
A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

**Non-residential Structure**
A building other than a residential structure. The term includes but is not limited to: buildings used for places of assembly, education, child care, business, maintenance, storage, manufacturing, government, hospitals, sanitariums and nursing homes.
Ordinary High Water Mark (OHWM)
The line which the water impresses on the soil by covering it for sufficient periods to deprive the soil of its vegetation and destroy its value for agricultural purposes.

Recreational Vehicle
A vehicle which is: (a) Built on a single chassis, and (b) 400 square feet or less when measured at the largest horizontal projections, and (c) Designed to be self-propelled or permanently towable by a light duty truck, and (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Regulatory Floodway (see Floodway)
The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

Residential Structure
A building used as a dwelling for one or more persons. The term includes, but is not limited to houses, mobile homes, apartment buildings, lodging homes, dormitories, and the guest or patient rooms of, hotels, and motels. The term also includes accessory use areas used in conjunction with and forming an integral part of a residential structure.

Special Flood Hazard Area (SFHA)
Land in the flood plain within a community subject to a one percent (1%) or greater chance of flooding in any given year. For purposes of these regulations, the term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

Start of Construction
The date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footing, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a mobile home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure, or substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structure part of a building, whether or not that alteration affects the external dimensions of the building.

Structure
Anything constructed or erected, which requires permanent location on the ground or is attached to something having location on the ground. A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage
Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent (50%) of its market value before the damage occurred. See definition of “substantial improvement”. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent (25%) of the market value of the structure before the damage occurred. If any origin sustained by a structure whereby the cost of restoring the structure to its before damaged
condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement
Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

2. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure” and the alteration is approved by variance issued pursuant to this ordinance.

repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or the repair is started, or if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term “Substantial Improvement” does not, however, include either: any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or: any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Unnumbered "A Zone"
An area shown on the Flood Insurance Rate Map as an "A Zone" in which base flood depths and a clearly defined channel are not shown.

Variance
A grant of relief from the requirements of this Chapter which permits construction in a manner that would otherwise be prohibited by this Chapter.

Violation
The failure of a structure or other development to be fully compliant with the community’s flood plain management regulations. A structure or other development without the Finished Construction Elevation Certificate, other certifications, or other evidence of compliance required in 44 CFR § 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.
One way flood risk is communicated is through maps that show base flood elevations (BFEs), or the height floodwaters would reach during a 1-percent-annual-chance flood in any given year.

**Freeboard** is a term used by FEMA’s National Flood Insurance Program (NFIP) to describe a factor of safety usually expressed in feet above the 1-percent-annual-chance flood level. The NFIP requires the lowest floor of structures built in Special Flood Hazard Areas (SFHAs) to be at or above the BFE, so a structure built with freeboard would have its lowest floor 1 foot or more above the BFE. Adding freeboard will reduce NFIP insurance premiums.

### Benefits of Freeboard

There are many benefits to incorporating freeboard into new construction plans, the most important being safety (Figure 1). Freeboard provides a margin of safety against extraordinary or unknown flood risk. BFEs reflect estimates of flood risk, but there are many unknown factors that can cause flood heights to rise above the BFE, such as wave action, bridge and culvert openings being blocked by debris, and development in the floodplain. It is important to remember that floods more severe than the 1-percent-annual-chance event can and do occur.

Other benefits of freeboard include incurring less damage, easier and faster cleanup after a flood event, and lower flood insurance rates. Incorporating freeboard into building plans can result in substantial savings in flood insurance premiums each year, especially for buildings located in Zone V (a coastal flood zone at risk from wave action). Figure 2 shows potential flood insurance rates based on the amount of freeboard in both riverine (Zone AE) and coastal (Zone VE) environments.

Communities that incorporate freeboard into their local floodplain ordinances can earn discounts on flood insurance by participating in the NFIP’s Community Rating System (CRS) program. CRS rewards communities that engage in floodplain management activities that exceed NFIP standards by offering discounts of up to 45 percent on flood insurance policies written for SFHAs in NFIP-participating communities.

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**What is Floodplain Management?**

Floodplain management is the operation of a program of preventive and corrective measures for reducing flood damage. FEMA helps communities develop floodplain management regulations that comply with NFIP regulations. Communities may adopt more restrictive regulations. Community officials may have knowledge of local conditions that require higher standards than the NFIP regulations, particularly for human safety.

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Figure 1: House elevated above the BFE with 1 foot of freeboard

Figure 2: Maximum coverage for a $250,000 residential building and $100,000 contents
Benefit-Cost Comparison

Incorporating freeboard into new construction is extremely cost effective. The up-front costs are generally only about 0.25 to 1.5 percent of the total construction costs for each foot of freeboard. However, the long-term savings on flood insurance will more than offset these costs.

For example, adding 2 feet of freeboard to a new home might add $20 a month to the mortgage payment, or $240 per year. The resulting flood insurance savings could be more than $1,000 a year for a building in Zone AE (for instance, in a riverine flood zone not affected by wave action) and $2,000 a year in Zone VE.

Many States and communities have incorporated freeboard requirements into the elevation and floodproofing requirements stipulated by the NFIP. Freeboard requirements can range from 6 inches to 4 feet, and it would be up to the community to decide what is most appropriate given their location and other community conditions.

Historically Speaking...

Freeboard was (and still is) a nautical term. It refers to the height of a ship’s deck above the waterline. If you think of the lowest floor of your house as the deck of your ship, and the BFE as the height of the sea, freeboard is the extra height that keeps the larger waves off your deck.

FOR MORE INFORMATION...

FEMA’s Floodplain Management Branch
About floodplain management’s role in the NFIP:
http://www.fema.gov/floodplain-management

FEMA 347 – Above the Flood: Elevating Your Floodprone House:
http://www.fema.gov/media-library/assets/documents/725?id=1424

FEMA 312 – Homeowner’s Guide to Retrofitting:
http://www.fema.gov/media-library/assets/documents/480?id=1420

Homebuilder’s Guide to Coastal Construction:
A series of fact sheets providing information about responsible building practices including freeboard.
http://www.fema.gov/library/viewRecord.do?id=2138

FloodSmart
Information for consumers and insurance agents about flood insurance and the NFIP.
www.FloodSmart.gov

“FEMA’s mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.”
February 6, 2020

City of Boise
Planning & Development Services
P.O. Box 500
Boise, Idaho 83701-0500

RE: ZOA19-00006 Floodplain Hazard Regulations Zoning Ordinance Amendment

Thank you for the opportunity to respond to your request for comment on January 28, 2020.

Based on the information provided, it appears there are no issues within our regulatory authority. At this time, we do not have any comments; however, we do request that this project consider the State and Federal rules and regulations for air, water, waste, and the overall environment. If there is additional information to be reviewed, please let us know.

We appreciate the opportunity to review the application, if you have additional questions or concerns, please contact me at (208) 373-0550.

Sincerely,

[Signature]

Aaron Schett
Regional Administrator
Boise Regional Office

ec: CM#2019AEK 28
Southwest Ada County Alliance Board Member, Tannya Cluff would like to submit the following comments on the updated Flood Zone regulations.

I am an Insurance Broker here in Boise and provide Flood Insurance to numerous residents. I appreciate the updates being made to the regulations of properties being built in Flood Zones. I believe that all new construction and development should be required to freeboard structures one foot above the Base Flood Elevation. This not only decreases the likelihood flood losses but also makes the property owners eligible for Preferred Flood Insurance rates, which could potentially save insured’s $300-$1500 per year on their flood policy. If developers do not increase the elevation during construction they are just passing the increased cost of Flood Insurance onto the property owners.

Thank You,

Tannya Cluff  
Southwest Ada County Alliance  
Secretary/Treasurer  
10800 W Smoke Ranch Dr  
Boise ID 83709  
208.861.3880  
tcluff@outlook.com
Hi Cody,

Thank you for the opportunity to review and comment on the updated floodplain hazard regulation (ZOA19-00006). Attached is the draft regulation you provided with a few redline comments. Below is a summary of my comments.

1) Minor text comment on 11-08-03.2.C.4
2) Comment on section 11-08-06.
   a. This new General Irrigation Floodplain Development Permit (GIFD) is a great idea. But it appears the language limits it to be only issued to an “irrigation entity” when there are others that could also benefit from this permit. This includes individuals with water rights for diversions from the river but are not an irrigation district or company. Examples are individuals, HOA’s, Companies, Suez and others. Flood Control District 10 and other drainage districts would also benefit from this type of permit but may not meet the cities definition of an irrigation entity.
   b. Sections F and G appear to apply to any development within the floodway that meet the requirements as described. This would be very useful for actions in the floodway that do not actually cause any impact due to matching existing elevations and existing conditions. It would be beneficial if ITD, ACHD and Developers could apply for this permit under this section.

Thank you again for the opportunity to provide these comments. If you have any questions about my comments please let me know. Thanks.

DAVID STERLING, PE (ID, OR) | Project Manager

2471 S. Titanium Place | Meridian, Idaho 83642
O 208.323.2288 M 208.860.7946
www.to-engineers.com
Cody Riddle

From: Ron Manning <RManning@spfwater.com>
Sent: Monday, February 10, 2020 10:25 AM
To: Cody Riddle
Cc: Jason Taylor
Subject: [External] Re: Amendment to Boise's Floodplain Regulations
Attachments: 00-10-145A-160205.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Cody,

I’m happy to see that the City is planning to adopt the 2-ft of freeboard!

I had one other minor comment. Section 11-08-02, 2(2). This section describes the no-rise certification. I would like to see the language “Licensed professional engineer certifies” remain in there somewhere. FEMA requires no-rise certifications to be stamped by an engineer. The replacement language seems to imply that an engineer’s certification is not required. I clouded the section in green. Let me know if you would like to discuss. Thank you!

---

Ron Manning, M.S. P.E. CFM | Project Manager
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | f. 208.383.4156 | m. 916.225.9167
e. rmanning@spfwater.com | w. www.spfwater.com
LinkedIn
that lands outside the identified areas of special flood hazard will be free from flooding or flood damages or that uses permitted within the identified areas of special flood hazard will be free from flooding or flood damages. This chapter shall not create liability on the part of Boise City, or any officer or employee thereof, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

11-08-02. FLOODWAY ZONE

1. PERMITTED USES

All uses permitted by the base zone district within this Code, and as amended are permitted in Floodway Zones to the extent that the uses are consistent with the standards of this Section.

2. STANDARDS

A. No new development shall be permitted including fill, new construction, substantial improvements or other development, unless

(1) It is public infrastructure, including but not limited to bridges, roadways, sewer and water lines, and

(2) A licensed professional engineer certifies that there is not any increase in flood levels during the occurrence of the Base Flood discharge, either as a result of the development or its cumulative effect.

B. All new development, new construction and substantial improvements shall comply with the applicable standards for uses in the Floodway Fringe.

C. Existing structures in the Floodway Zone which are displaced by floodwater shall not be reconstructed.

D. No alteration or relocation of a water course shall be permitted which would diminish the flood carrying capacity of the water course, or which would result in the flooding of lands which are not subject to flooding prior to such alteration or relocation of the water course, or which will result in adverse effects on other properties including but not limited to, bank erosion resulting from higher velocities, increased heights of floodwaters, extended flood duration, or alterations that may promote channel blockage.

E. Uses on parcels which include any portion of a floodway shall provide for channel stabilization, bank stabilization, or a setback from the edge of the floodway sufficient to protect the use from flood related erosion. Such measures shall be reviewed by a licensed professional engineer for effectiveness for the flood flow and velocity conditions anticipated at the site.

F. Check dams shall be designed and reviewed by a licensed professional engineer, and reviewed and approved by the Boise City Engineer to ensure the safety of persons and property which could be affected by the construction of the check dam.

G. In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, other development (including fill) shall be permitted within zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated
February 17, 2020

To: Cody Riddle, Deputy Director, Current Planning

Subject: Updated Floodplain Hazard Regulations (ZOA19-00006)

For those of you who do not know me, I’ve been involved in the Boise River for nearly 40 years. I was the team leader for the Boise River Fish and Wildlife Study that became the Boise River ordinance. I have also prepared many flood studies and have assisted nearly all the jurisdictions in the valley with flood assistance and analysis.

I’m providing the comments to the flood ordinance base on my experience with more than 50 FEMA regulatory map changes (LOMRs, LOMR-Fs, LOMAs). In addition, I have a lot of experience with other jurisdictions and how their flood ordinances work and don’t work.

One comment has to do with making sure the City carefully reviews mapping products, particularly floodway. FEMA mapping is done through contracts or interagency agreements and often the end product lacks accuracy and precision which may lead to future problems, particularly in the placement of floodways. Hydraulic modeling is not perfect and until FEMA regularly uses two-dimensional modeling, the flood maps will continue to be inaccurate in places or may totally miss important areas where flooding will occur. I have preached that “flood maps are always wrong; some are just more wrong than others” and I have lots of examples to back this statement up. So, having an ordinance that reflects this uncertainty is important. I’m happy to see the increase in freeboard.

I totally disagree with not allowing floodway lines to be changed via physical alterations of the lands in the floodplain. 11-08-02 4(C) is a blanket restriction on floodway adjustment that may impact future habitat restoration projects, realignment of drains and ditches, and common-sense development that could reduce flood hazards. I would suggest adding the following at the end of 4.(C) stating: “without first obtaining a Conditional Letter of Map Revision (CLOMR) from FEMA”. Boise is a good example where the location of the floodway has not really been closely scrutinized and there may be areas where floodplain modification is a good idea and will provide exceptional flood hazard reduction, while at the same time adjusting the floodway to make better sense. Good examples of this can be found at Marianne Williams Park and Esther Simplot Park. The City needs to realize that the floodway is the community’s tool in reserving areas for flooding. Past floodways, particularly on the Boise River, may have been poorly located and I expect the City did not actively look at every line the FEMA contractors developed. The City must be closely involved with the establishment of the floodway, because it is their management tool. Unfortunately, the decisions about where the floodway is has not always had close scrutiny and have led to unfortunate results.

Finally, be careful not to overly restrict the City’s ability to make decisions since deviation from your ordinance, even if it is not part of the FEMA regulations, could result in a FEMA violation.

I would be happy to expand on these comments if you desire. Thanks for the opportunity to comment.

Sincerely,

Karl Gebhardt, P.E., P.H.
Hydrologist/Environmental Engineer
Comments on Proposed Flood Ordinance case number ZOA19-00006, Karl Gebhardt, P.E., P.H.

Be careful using the term “development”. The definition of “development” in the FEMA regulations may be different than how the City defines “development”. It could cause inconsistent and potentially erroneous interpretation of the federal regulations and/or City ordinance.

I would like to see a standard that would direct the Floodplain Administrator and City Engineer to require the use of a two-dimension (2D) hydraulic model where they believe would provide better determinations of flood hazard and the function of drainage paths. 2D hydraulic modeling is now available at no charge via the Corps of Engineers HEC-RAS software, is far superior to past methods, and is often easier to use.

The remainder of the comments are provided by chapter.

11-08-01. GENERAL PROVISIONS

1. CHAPTER PURPOSE

(7) You might consider expanding this to include flood hazard in general since Areas of Special Flood Hazards are FEMA related and there are a lot of things in the ordinance that help to minimize flood hazard that goes beyond what FEMA requires (and it should).

2. METHODS OF REDUCING FLOOD LOSSES

C & E. The use of the term “unnaturally” is not really a good one you use in the valley. There are very few water courses, particularly the Boise River, that is in a natural state. Often, changes in the floodplain via modification can have very positive flood reduction impacts and can be used to increase riparian and wetland habitat. Having blanket restrictions will hamper or eliminate river habitat enhancement and habitat creation.

5. EXCLUSIONS

Add full Map Revision (LOMR) based on the MT-2 process. The MT-1 process covers LOMA and LOMR-F. In my experience with both officials, developers, engineers and property owners, they are often confused by FEMA’s Letter of Map Change (LOMC) jargon. You might want to expand this part to help folks understand the types of LOMCs and the level of effort, cost, and time required for each (which you could put in the definitions). Time and cost may be an important factor for someone deciding on whether to submit a LOMR-F (typically 60-90 days low FEMA fee) or full LOMR revision (typically 8-14 months, high FEMA fee) based on the rate of growth in the valley

11-08-02. FLOODWAY ZONE

2. Standards

A. (2) – The language used is consistent with the federal regulation. However, there is currently a dispute with Region X FEMA on their interpretation of 44 CFR 60.3(d)(3) (which the standard copies). Region X believes 44 CFR 60.3(d)(3) requires an analysis of the entire project and not just that of the effect of the floodway encroachment on flood levels. This entire dispute involves the construction of the Highway 16 bridge. While the piers within the floodway were designed to have no effect on flood levels, FEMA Region X suggests that because the bridge road fill outside of the floodway increases the flood elevations, then there may be a violation. This issue is currently under discussion with Region X and may need to get settled in court. You may want to state specifically that the analysis referenced in your standard deals only with the hydraulic and hydrologic impacts of the encroachment within the floodway and nothing outside of the floodway. Your ordinance is what you are required to follow under the National Flood Insurance Program and not necessarily what an unofficial opinion by a FEMA Regional office may say.
C. This states that if a bridge washes out during a flood or a pier is damaged, it cannot be reconstructed. Is this what you want it to say?

D. This language might reduce the potential for flood hazard reduction by floodplain modification. There are many examples along a lot of waters in the City where a new alignment or floodplain modification could significantly reduce flood hazard. I suggest you have something like the following added at the end “unless it can be demonstrated through hydraulic modeling that the proposed alteration or relocation will not increase flood hazard and will have an overall beneficial impact to the community.” or something similar.

G. “one-foot” is the normal surcharge, so your change is correct. You could have something smaller, but two-feet would not be allowed by the federal regulations

4. RELOCATING THE FLOODWAY (LINE).

I would like to spend some time to talk about this subject. The regulations expect the communities to establish, adopt, and regulate the floodway area. It is supposed to be a zone that is reserved to pass the flood and has the characteristics of fast and dangerous water. The City must be intimately involved in the development of floodway boundaries. Unfortunately, there are many cases where FEMA contractors determine where these lines are without much oversight, which need to be changed. Floodway boundaries can be adjusted during the preparation of a flood study, but it takes time to get them right. If there is a problem with the floodway, FEMA will likely point to the community, since, by regulation, the community is the entity that establishes the floodway. The floodway becomes hugely important and can cause significant hardship to a property owner if it is located improperly. So, I highly recommend that you add the following to the ordinance:

“The Floodplain Administrator and City Engineer shall carefully review the existing and proposed location of floodways to make certain they are in logical places and do not unnecessarily take private property, particularly structures.”

4.A. You should determine if the Corps of Engineers can provide such review. Generally, a private party cannot go the Corps of Engineers for such review services. The established practice under the NFIP is to go through either a Letter of Map Revision Process or a Conditional Letter of Map Revision process. Those processes require the approval of the City as well before processing.

4.B. In most of the floodway revisions I have done it has been to correct, not refine. For example, where the floodway was located over someone’s home, making the home worthless, or where a floodway encompassed ground that was too high to have any measurable flood conveyance function.

4.C. This is overly restrictive, and I don’t believe is part of the federal regulations. The CLOMR is the appropriate tool for proposing such changes. Relocation through physical alteration may be one of the best reasons to move a floodway. (e.g. Esther Simplot Park, Marianne Williams Park, any creation of wetland/riparian habitat, floodplain modification to reduce flood hazard, relocation or daylighting of waters. All of these potential actions should require approval by Planning and Zoning at a minimum, but there should never by condition that prohibits such activity when it accomplishes flood reduction and or habitat creation/restoration. Actually, because of some of the inappropriate floodway locations of the past, the City may have no choice but to do more floodplain modification to reduced flood impacts apart from increasing reservoir storage on Boise River.

11-08-03. FLOODWAY FRINGE (FF) ZONE AND AREA OF SHALLOW FLOODING (ASF) ZONE

2. Standards

A. Uses
   (1). Why is there an exception for levees? Levees can be the source of many flood hazard problems and it would be wise for the City to only allow the use of levees as a last resort to other forms of flood protection.
Also, the City should adopt a standard that allows or encourages the removal of relic levee-like features that serve no purpose. Often, these relic levee-like features, also called berms, can restrict the floodplain and may increase flood risk by concentrating flows and initiating erosive events.

(7) River crossings. The term “river” is used throughout the ordinance but is not really defined. Are waters like Fivemile Creek not considered rivers? Item (7) should be expanded to also state they should be designed to not increase flooding in the flood fringe when impeded. Common bridge design practices often see an increase in elevation of the road deck over a bridge with no emergency conveyance around the bridge in the event of blockage. This could leave the overbanks flooded with no areas reserved for overbank flooding to return to the river. This, obviously is an extreme conditions, but should be a consideration.

(10) Drainage paths are best analyzed using 2D modeling.

B. Development...
(3). Drainage is important and often ignored when it comes to flooding. Floods can enter a development directly from the river or via upstream floodplain flow. Developments that utilize berming that have not outlet can impound water resulting in flood damage. Therefore, I recommend new development to analyze drainage and flood impacts from upstream areas and also downstream areas to assure water entering or leaving a development can return to the river with minimal damage. This is also a concern when you are proposing an increase in the lowest floor standard from 1-foot to 2-feet. While this is a good idea, older developments upstream from newer ones may experience increased flood hazard from the areas that would be elevated 1-foot or more above their properties where no adequate drainage pathways have been provided.

11-08-04. UNNUMBERED "A ZONES"

I highly recommend that any development in an “A” zone undergo a detailed study to develop flood elevations, preferably using a 2-dimensional hydraulic model. These studies could be used as the basis for official flood maps.

DUTIES OF THE FLOODPLAIN ADMINISTRATOR (BOISE PLANNING DIRECTOR)

A. Review Applications add “and Flood Studies”
(4) Carefully review all flood studies, in particular, floodway locations to determine if they are soundly determined and avoid unnecessary inclusion of existing structures.

C. The requirement for a CLOMR in an A Zone goes beyond a necessary first step. A developer could first prepare a LOMR of the A zone with a detailed study. However, a CLOMR is a reasonable way to obtain FEMA’s approval for a project prior to its construction but may not be appropriate for all instances. For example, if habitat creation and restoration are considered development under the ordinance the cost of going through a CLOMR/LOMR currently total $16,000 in FEMA fees alone, which would likely put the end to any habitat and restoration projects on “A” Zones in Boise. I believe the use of the CLOMR should not be mandated, it should be the decision of the floodplain administrator and/or city engineer. There are lots of examples where the “A” zone mapping is entirely inappropriate, and a detailed flood study would provide the city with all of the information it needs to make useful decisions.

11-08-07. ADMINISTRATION

2. DUTIES OF THE BOISE CITY ENGINEER

Carefully review all flood studies, in particular, floodway locations to determine if they are soundly determined and avoid unnecessary inclusion of existing structures.
DEFINITIONS

Please review to clarify or add additional terms to separate federal definitions from City code definitions that already exist.

Floodway - Add the following definition from 44 CFR 9.4 (overall definitions for Homeland Security and therefore FEMA) which is more descriptive and useful:
“Floodway means that portion of the floodplain which is effective in carrying flow, within which this carrying capacity must be preserved and where the flood hazard is generally highest, i.e., where water depths and velocities are the greatest. It is that area which provides for the discharge of the base flood so the cumulative increase in water surface elevation is no more than one foot.”

Variance – The definition of variance in the ordinance if very different from that of the NFIP regulations under 44 CFR 60.6 and may result in undo restrictions on activities the City may want to undertake. It would be wise to include the entire 44 CFR 60.6 section so everyone understands what the variance section in the FEMA regs really say.

11-08-08. VARIANCES AND APPEALS

Much of 44 CFR 60.6 should be included up front so there is no confusion about what the FEMA regulations are talking about.

2. CONDITIONS FOR VARIANCES

“A. Prohibitions

Variances shall not be issued within any designated floodway if any increase in flood levels during the Base Flood discharge would result.” Suggest you clarify the variance definition or state that if the CLOMR process is followed and approved, then there would be no need for a variance.

As stated earlier, there is currently a dispute with Region X FEMA on their interpretation of 44 CFR 60.3(d)(3) (which the standard copies). Region X believes 44 CFR 60.3(d)(3) requires an analysis of the entire project and not just that of the effect of the floodway encroachment on flood levels. This entire dispute involves the construction of the Highway 16 bridge. While the piers within the floodway were designed to have no effect on flood levels, FEMA Region X suggests that because the bridge road fill outside of the floodway increases the flood elevations, then there may be a violation. This issue is currently under discussion with Region X and may need to get settled in court. You may want to state specifically that the analysis referenced in your standard deals only with the hydraulic and hydrologic impacts of the encroachment within the floodway and nothing outside of the floodway. Your ordinance is what you are required to follow under the National Flood Insurance Program and not necessarily what an unofficial opinion by a FEMA Regional office may say.
TO: Mayor and Council
FROM: Cody Riddle, Planning and Development Services
NUMBER: ORD-15-20
DATE: April 24, 2020
SUBJECT: ZOA19-00006 / Ordinance Amending City Code Title, 11, Chapter 8

BACKGROUND:

On March 2, 2020, Planning & Zoning Commission recommended approval.

On March 10, 2020, City Council approved Agenda Request.

On March 19, 2020, City Council postponed until further notice.

On April 14, 2020, City Council approved Agenda Request for May 5, 2020 (due to technical difficulties, all items on the May 5th agenda were moved to May 12, 2020)

On May 12, 2020, City Council approved.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Exhibit A - Ordinance(PDF)
- Exhibit B--Ordinance Summary for Publication (DOCX)
AN ORDINANCE AMENDING TITLE 11, CHAPTER 8 (FLOOD HAZARD REGULATIONS) OF BOISE CITY CODE, REFERENCING A NEW FLOOD INSURANCE STUDY AND RATE MAPS, UPDATING DEFINITIONS AND REGULATIONS, AND INCREASING THE FREEBOARD REQUIREMENT IN THE FLOODPLAIN; PROVIDING FOR A WAIVER OF THE READING RULES; APPROVING A SUMMARY OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 2, 2020, following a public hearing, the Planning and Zoning Commission for the City of Boise recommended approval of ZOA19-00006; and

WHEREAS, on May 12, 2020, the Boise City Council, following a public hearing, approved adoption of ZOA19-00006.

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

Section 1. That existing Boise City Code Title 11, Chapter 8, shall be, and hereby is, amended to read as reflected in Exhibit A.

Section 2. That the summary of this Ordinance, attached as Exhibit B, shall be, and hereby is, approved as to form and content.

Section 3. That following passage, approval, and publication, this ordinance may be visually reformatted administratively to ensure a consistent and correct appearance.

Section 4. That pursuant to the affirmative vote of one-half (1/2) plus one (1) of the members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect on June 19, 2020 after the passage, approval and publication of a summary of this Ordinance in the official newspaper of the City of Boise.
CHAPTER 11-08: Flood Hazard Regulations

11-08-01. GENERAL PROVISIONS

1. CHAPTER PURPOSE

A. The flood hazard areas of Boise City, Idaho, are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and government services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. Flood losses are caused by natural forces and construction practices which increase flood heights and velocities, and by structures which are inadequately anchored and which may damage property in other areas. Uses that are inadequately flood-proofed, elevated or otherwise unprotected from flood damage also contribute to flood losses.

C. It is the purpose of this chapter to promote public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

   (1) To protect human life and health;
   (2) To minimize expenditures of public money and costly flood control projects;
   (3) To minimize the need for rescue and relief efforts associated with flooding which are generally undertaken at the expense of the general public;
   (4) To minimize prolonged business interruptions;
   (5) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in Areas of Special Flood Hazard;
   (6) To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
   (7) To ensure that potential buyers are notified when property is in an Area of Special Flood Hazards; and
   (8) To ensure that those who occupy the Areas of Special Flood hazard assume responsibility for their actions.

2. METHODS OF REDUCING FLOOD LOSSES

This chapter describes guidelines and provisions for:

A. Restricting or prohibiting uses which are development that is dangerous to health, safety, and property due to water or erosion hazards, or which resulting damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
D. Controlling filling, grading, dredging, and other development which may increase flood damage; and
E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood water or may increase flood hazards in other areas.

3. APPLICABILITY
The provisions of this chapter shall apply to all areas of special flood hazard, within the jurisdiction of Boise City, and as such lands are identified, within the Floodway, Floodway Fringe, or the Area of Shallow Flooding. The areas of special flood hazard are identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study" for Ada County, Idaho, and Areas dated June 19, 2020 February 19, 2003, which includes accompanying Flood Insurance Rate Maps, and flood profiles, along with all subsequent amendments which are hereby adopted by reference and declared to be a part of this chapter. The Flood Insurance Study and Flood Insurance Rate Maps are on file with the Boise City Planning Director, Boise City Planning and Development Services Director, and the Boise City Engineer, Department of Public Works.

4. CREATION OF ZONES
The Floodway Zone, the Floodway Fringe (FF) Zone and Area of Shallow Flooding (ASF) Zone: The Floodway zone, the Floodway Fringe Zone and Area of Shallow Flooding Zone are hereby created and shall have the boundaries as defined in this chapter (Section 11-08-09 11-08-08) and shall have the requirements as set forth in this chapter.

5. EXCLUSIONS
Upon issuance of a Letter of Map Amendment or Letter of Map Revision, from FEMA, such land shall be deemed to be automatically excluded from the Floodway, Floodway Fringe and Area of Shallow Flooding.

6. COMPLIANCE
No new development shall hereafter occur within the Area of Special Flood Hazard (ASFH) unless such new development is undertaken in full compliance with this chapter. Enforcement of violations shall be in accordance with Section 11-1-01-8.

7. ABROGATION & GREATER RESTRICTIONS
The provisions of this chapter shall be in addition to, and shall not be deemed to repeal, abrogate, or impair any other ordinance, regulation, easement, covenant or deed restriction. In the event that the provisions of this- and any other ordinance, regulation, easement, covenant or deed restriction conflict or overlap, whichever has the more restrictive requirements shall control.

8. SEVERABILITY
Each section, clause, and provision of this Code is declared severable as per Section 11-01-06.

9. INTERPRETATION
All of the provisions of this chapter shall be liberally construed in favor of the governing body and shall not be deemed to limit or repeal any other powers granted under state statutes.

10. WARNING AND DISCLAIMER
The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased due to artificial or natural causes. This chapter does not imply
that lands outside the identified areas of special flood hazard will be free from flooding or flood damages or that uses permitted within the identified areas of special flood hazard will be free from flooding or flood damages. This chapter shall not create liability on the part of Boise City, or any officer or employee thereof, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

11-08-02. FLOODWAY ZONE

1. PERMITTED USES

All uses permitted by the base zone district within this Code, and as amended are permitted in Floodway Zones to the extent that the uses are consistent with the standards of this Section.

2. STANDARDS

A. No new development shall be permitted including fill, new construction, substantial improvements or other development, unless

1. It is public infrastructure, including but not limited to bridges, roadways, sewer and water lines, and

2. A licensed professional engineer certifies that there is not any increase in flood levels during the occurrence of the Base Flood discharge, either as a result of the development or its cumulative effect. It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

B. All new development, new construction and substantial improvements shall comply with the applicable standards for uses in the Floodway Fringe.

C. Existing structures in the Floodway Zone which are displaced by floodwater shall not be reconstructed.

D. No alteration or relocation of a water course shall be permitted which would diminish the flood carrying capacity of the water course, or which would result in the flooding of lands which are not subject to flooding prior to such alteration or relocation of the water course, or which will result in adverse effects on other properties including but not limited to, bank erosion resulting from higher velocities, increased heights of floodwaters, extended flood duration, or alterations that may promote channel blockage.

E. Uses on parcels which include any portion of a floodway shall provide for channel stabilization, bank stabilization, or a setback from the edge of the floodway sufficient to protect the use from flood related erosion. Such measures shall be reviewed by a licensed professional engineer for effectiveness for the flood flow and velocity conditions anticipated at the site.

F. Check dams shall be designed and reviewed by a licensed professional engineer, and reviewed and approved by the Boise City Engineer to ensure the safety of persons and property which could be affected by the construction of the check dam.

G. In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, other development (including fill) shall be permitted within zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated
development, will not increase the water surface elevation of the base flood more than two feet/at any point within the community.

3. **PROHIBITED USES**

   A. New construction or substantial improvements of residential and non-residential structures, including both principal and accessory use structures, except as provided in 11-08-02.2.

   B. Manufacture and storage of materials which are buoyant, flammable, toxic or explosive, or which may present a hazard to public health or safety in time of flooding.

   C. Standards for Sand and Gravel Extraction - Material stockpiles and permanently installed structures shall not be located within the floodway.

4. **RELOCATING THE FLOODWAY (LINE)**

   A. All proposals to redefine the floodway boundary lines require a resolution from the Boise City Council to adopt the amendments to the Floodway Insurance Rate Map, Floodway Boundary Maps, Floodway Maps, and the Flood Profiles Insurance Study. The procedure shall include a review by the U.S. Army Corps of Engineers, the Federal Emergency Management Agency (LOMC Process), the Boise City Department of Public Works, and the Boise City Planning and Development Services Department, prior to submittal to the City Council.

   B. The Floodway Boundary Line may be relocated due to refinements of the floodway calculations based upon new information concerning the existing conditions.

   C. The floodway boundary line may not be relocated through physical alterations to the lands in the floodplain.

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**11-08-03. FLOODWAY FRINGE (FF) ZONE AND AREA OF SHALLOW FLOODING (ASF) ZONE**

1. **PERMITTED USES**

   All uses permitted in the base zone district within this Code and as amended, are permitted in the Floodway Fringe Zone and Area of Shallow Flooding Zone to the extent that such uses are consistent with the standards within this Section.

2. **STANDARDS**

   A. **Uses**

      (1) Except for levees, all new development shall utilize methods and practices that minimize development flood damage and prevent the increase in flood damage potential to other properties or other adverse impacts including but not limited to, bank erosion resulting from higher velocities, increased heights of floodwaters, extended flood duration, or alterations that may promote channel blockage.

      (2) All new development shall utilize materials and utility equipment resistant to flood damage.

      (3) All new construction and substantial improvements to structures shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrostatic and hydrodynamic loads including the effects of buoyancy.
(4) All manufactured homes must likewise be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to; use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook Protecting Manufactured Homes from Floods & Other Hazards FEMA P-85 11/2009 for additional techniques).

(5) Drainage practices shall be utilized which minimize exposure to flood hazards.

(6) Manufacture and/or storage of material which is buoyant, flammable, toxic or explosive is prohibited.

(7) River crossings shall be designed to withstand the flows and velocities of the base flood discharge and shall not impede the flows.

(8) All development and structures shall meet or exceed the requirements of Section 11-05-06 Boise River System Overlay District if applicable.

(9) Water velocities within the floodway fringe are not significantly increased so as to cause adverse effects on the site or to surrounding properties.

(10) Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

B. Utilities

(1) All new and replacement water supply systems shall be designed to prevent infiltration of flood waters into the systems.

(2) New and replacement wastewater disposal systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.

(3) On-site waste disposal systems are prohibited in the Floodway Fringe Zone and Area of Shallow Flooding Zone.

(4) Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

C. Development, Including Subdivisions and Manufactured Home Parks

(1) All subdivision proposals shall be consistent with the need to minimize flood damage.

(2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(3) All subdivision proposals shall have adequate drainage to reduce exposure to flood damage.

(4) Base flood elevation data shall be provided and shown on the preliminary plat for all subdivision proposals. Such elevation data shall be certified by a licensed professional engineer or registered land surveyor. Where base flood elevation data has not been provided or is not available from another authorized source, it shall be generated for subdivision proposals and other proposed developments which contain at least greater than 50 lots or 5 acres (whichever is the lesser).
D. Residential Structures

(1) New construction and substantial improvement of any residential structure (including but not limited to mobile or manufactured homes) located in the Floodway Fringe shall have the lowest floor including basements and crawl spaces, elevated one foot two feet above the base flood elevation.

(2) New construction and substantial improvement of any residential structure located in the Area of Shallow Flooding (AO Flood Zone) shall have the lowest floor, including basements and crawl spaces, elevated to the one foot above the base flood elevation flood depth specified on the FIRM measured at highest adjacent grade, or at least two feet above highest adjacent grade when a flood depth is not identified. The height of the adjacent grade and the lowest floor including basement and/or the first floor shall be certified by a licensed professional engineer or registered land surveyor.

(3) Fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or must meet or exceed the following minimum criteria:

(a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all flood openings shall be no higher than one foot above the interior or exterior adjacent grade.

(c) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

E. Manufactured Homes

(1) All manufactured homes placed or substantially improved on sites:

(a) Outside of a manufactured home park or subdivision;

(b) In a new manufactured home park or subdivision;

(c) In an expansion to an existing manufactured home park or subdivision; or

(d) In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood.

All manufactured homes shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(2) Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of "A" above, be elevated so that either:

(a) The lowest floor of the manufactured home is at or above the base flood elevation, or

(b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
F. Nonresidential Structures (includes accessory structures such as sheds, detached garages, etc.)

(1) Elevating
New construction and substantial improvement of any nonresidential structures shall meet the following:

When located in the Floodway Fringe, such structures shall have the lowest floor, including basements and crawl spaces, elevated to one foot two feet above the base flood elevation. When located in the Area of Shallow Flooding, such structures shall have the lowest floor, including basement, elevated to the level of the base flood elevation as indicated on the FIRM or at least 2 feet above highest adjacent grade if no depth number is specified.

(a) Elevations of adjacent grade and the first floor shall be certified by a licensed professional engineer or registered land surveyor to the Building Director.

(b) Nonresidential structures that are elevated, but not flood proofed, must meet the same standards for space below the first floor as described in subsection D above.

(2) Flood-proofing
In lieu of elevating nonresidential structures as required in this Section, new construction and substantial improvement of any nonresidential structures shall meet the following:

(a) When located in the Floodway Fringe, such structures together with attendant utility and sanitary facilities shall be flood-proofed to one foot above the base flood level so the structure is watertight with walls substantially impermeable to the passage of water.

(b) When located in the Area of Shallow Flooding, such structures, together with attendant utility and sanitary facilities, shall be flood-proofed to the base flood level so the structure is watertight with walls substantially impermeable to the passage of water.

(c) Such flood-proofing may not be required if a licensed professional engineer certifies that such flood-proofing is not necessary to resist hydrostatic and hydrodynamic loads and the effects of buoyancy because uplift will not occur due to the nature of the flood, provided however, that flood-proofing of attendant utility and sanitary facilities is still required.

(d) Structural components shall be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

(e) A licensed professional engineer shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this Section based on their review of the structural design, specifications and plans. Such certifications shall be provided to the Planning Director.

G. Accessory Structures and Uses

(1) New accessory structures are prohibited in the floodway. Accessory structures shall not exceed the following standards if constructed or placed in the Floodway Fringe:

(a) Accessory structures to nonresidential principal uses shall meet the standards listed for nonresidential structures (subsection F above) if the accessory structure exceeds 1,000 square feet in size.

(b) Accessory structures to residential principal uses shall not exceed 1,000 square feet in size, or 40 percent of the area of the rear yard of the property, or have
construction costs of more than 10 percent of the market value of the principal residential structure, whichever is the least.

(2) Accessory structures and uses shall be designed to have a low flood damage potential and shall be placed on the building site and constructed so as to offer the minimum resistance to the flow of floodwaters.

(3) Accessory structures shall meet the requirements of subsection A above, Standards for Uses.

H.G. Recreational Vehicles

Recreational vehicles placed on sites within areas of special flood hazard (ASFH) or areas of shallow flooding (ASF) as identified on the City's most recently adopted Flood Insurance Rate Map (FIRM) shall either:

(1) Be on the site for fewer than 180 consecutive days, or and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or

(2) Be fully licensed and ready for highway use, or

(3) Meet the permit and elevation requirements for residential structures (subsection D above) and the anchoring requirements for manufactured homes (subsection E above).

11-08-04. UNNUMBERED "A ZONES"

1. PERMITTED USES

All uses permitted in the Base Zone District within this Code and as amended, are permitted in the Unnumbered "A Zone" to the extent that such uses are consistent with the standards within this Section.

2. STANDARDS

A. Uses

(1) The use shall meet the standards listed in the standards for uses in the Floodway Fringe Zone and Area of Shallow Flooding Zone (Section 11-08-03.2.A).

(2) Where elevation data is not available either through the Flood Insurance Study or from another authoritative source (Section 11-08-01.3), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

(3) Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

B. Utilities

The utilities shall meet the standards listed for utilities in the Floodway Fringe Zone and Area of Shallow Flooding Zone (Section 11-08-03.2.B).

C. Development, Including Subdivisions and Manufactured Home Parks

The subdivision proposal shall meet the standards listed for subdivisions in the Floodway Fringe Zone and Area of Shallow Flooding Zone (Section 11-08-03.2.C). The applicant/developer shall submit an application for a Conditional Letter of Map Revision (CLOMR) prior to Preliminary Plat approval and have obtained a Letter of Map Revision (LOMR) prior to any building permits for structures being issued.
D. Standards for Residential Structures

The residential structures shall meet the standards for residential structures listed in Floodway Fringe Zone and Area of Shallow Flooding Zone (Section 11-08-03.2.D).

11-08-05. CRITICAL FACILITIES

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood-proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

11-08-06. GENERAL IRRIGATION FLOODPLAIN DEVELOPMENT PERMIT

1. A General Irrigation Floodplain Development Permit (GIFD) applies to qualifying activities within the regulatory floodway or special flood hazard area. These permits may be issued to an irrigation entity for a period not to exceed five years. Examples of activities eligible under this provision include:

A. Dredging and grading of irrigation and drainage channels, when the fill from dredging or grading is not deposited on the banks of channels or anywhere within the regulatory floodway or SFHA for longer than 10 days.

B. Seasonal grading within natural stream channels to check or direct water into irrigation facilities (i.e. earthen “push-up dams” and “wing dams”).

C. Deposition of fill within the SFHA for less than 10 days. After 10 days, deposited fill must be removed from the SFHA, or graded and compacted to existing grade within ± 0.2 feet. Deposition of fill includes deposition of material resulting from grading or excavating irrigation or drainage channels. Deposition of fill within the mapped floodway requires an individual permit.

D. Construction of new underground utilities that do not permanently alter the existing grade elevations by ± 0.5 feet. Excess soil from new pipes larger than 2 feet in diameter must be disposed of outside the regulatory floodway and SFHA.

E. In-kind replacement of irrigation and drainage works or components including but not limited to control gates or head gates, measuring devices and their housing structures/stilling wells, culverts, pumps, pipes, flumes, siphons and similar works. GIFD permits cannot authorize the In-kind replacement of dams or bridge structures.

F. New driveways, trails, sidewalks, roads and streets constructed completely at-or-below existing grade.

G. Armoring, stabilizing, securing, or in-kind replacement of existing infrastructure within the channel banks (such as bridge piers, sewer/utility supports and storm water/sewer drainage outfalls/headwalls) when the dimensions (bank slopes, channel location, channel elevation) of the channel are not altered. This should not involve replacement with larger or additional above ground infrastructure.
1. DUTIES OF THE FLOODPLAIN ADMINISTRATOR (BOISE PLANNING DIRECTOR)

The Boise City Planning Director is hereby appointed to administer and implement this chapter and, as the Floodplain Administrator, shall perform the following duties:

A. Review Applications

Review all applications for Base Zone District changes, subdivisions, special use permits, conditional use permits and planned developments to determine:

(1) If the development is within an area of special flood hazard;
(2) To determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required; and
(3) For compliance with the provisions of this chapter and disclose to the PZC and Council whether the application is, or is not, in compliance with the provisions of this chapter.

B. Interpretations

(1) Make interpretations of the location of the boundaries of the Floodway and the Floodway Fringe.
(2) When uncertainty exists as to whether a new development is within an Area of Special Flood Hazard, determine whether development is within the Floodway or Floodway Fringe.

C. Zoning Certificates

Issues zoning certificates for those structures which are to be constructed or modified in compliance with the provisions of this chapter and the other applicable provisions of this code.

D. Variances

Variances may be issued by the Director for the reconstruction, rehabilitation or restoration of "historic structures" listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in this chapter upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

E. Available Data

Obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when such data has not been provided in the Flood Insurance Study.

F. Record Keeping

Compile and maintain in perpetuity for public inspection all records pertaining to the provisions of this chapter, including records of all appeal actions and variances, records of first floor elevations, flood-proofing certificates, letters of map amendment and all other records required by this chapter and by federal regulations.

G. Notification

Notify adjacent jurisdictions and the Idaho Department of Water Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency
Management Agency; and require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained. Maintenance be provided within the altered or relocated portion of such watercourse so that the flood-carrying capacity of the watercourse is not diminished.

Annual Reports
Submit annual reports, and other reports to the Federal Emergency Management Agency, as required and as requested.

(1) Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

(2) Notify the Federal Insurance Administrator in writing of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.

H. Engineer Certification

(1) Require that for all new or substantially improved structures in an Area of Special Flood Hazard along the Boise River or in the gulches, a licensed professional engineer or registered land surveyor certify the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of the structure; and record the certified elevation and whether or not the structure contains a basement.

(2) Require that for all new or substantially improved structures in an Area of Shallow Flooding in an Area of Special Flood Hazard, a licensed professional engineer or registered land surveyor shall certify the actual height in feet, as measured from the building edges at the lowest floor height to the highest ground which surrounds the building and record the certified height and whether or not the structure contains a basement.

(3) Require that for all new or substantially improved flood-proofed non-residential structures; a licensed professional engineer or registered land surveyor certify that the actual elevation (in relation to mean sea level) to which the structure is flood-proofed; and the Boise City Planning and Development Services Director shall maintain copies of the flood-proofing certificates as required in this chapter.

I. Permit Issuance

Issue building or grading permits for new construction, new development, and substantial improvement to structures which are in compliance with the provisions of this Ordinance.

J. Corrective Procedures

When the Floodplain Administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

2. DUTIES OF THE BOISE CITY ENGINEER

Upon request from the Director, the Boise City Engineer shall provide technical assistance and information including but not limited to verify field surveys and technical information submitted by any applicant for new development.
1. GENERAL PROVISIONS

A. Consideration of Size and Location
Generally, the only circumstances under which a variance may be issued are for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size, contiguous to and surrounded by, lots with existing structures constructed below the Base Flood Elevation.

B. Consideration of Standards
Variances may only be approved after the standards provided in (see Section C below) have been fully considered. As the lot size increased beyond 1/2 acres, the technical justification for issuing the variance increases.

C. Consideration of Technical Information
In the review of requests for variances, the Planning and Zoning Commission shall consider all technical evaluations, all relevant factors, and standards specified in this chapter:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community; the necessity to the facility of a waterfront location where applicable;
5. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
6. The compatibility of the proposed use with existing and anticipated development;
7. The relationship of the proposed use to the Boise City Comprehensive Plan and floodplain management program for that area;
8. The safety of access to the property in times of flood for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities including but not limited to sewer, gas, electrical, water systems, and streets and bridges.

2. CONDITIONS FOR VARIANCES
For new developments and substantial improvements to existing structures, the conditions for a variance shall comply with Section 11-08-07.1.D as well as the following:

A. Prohibitions
Variances shall not be issued within any designated floodway if any increase in flood levels during the Base Flood discharge would result.

B. Necessary Minimum
A variance shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

C. Approval Criteria
A variance shall only be issued upon a showing of good and sufficient cause; a determination that failure to grant the variance would result in exceptional hardship to the applicant; and a
determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, the creation of nuisances, degradation of or victimization of the public, or conflict with existing local laws or ordinances.

D. Rarely Allowed

Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.

E. Variances for Nonresidential Structures

Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of flood-proofing than watertight or dry-flood-proofing, where it can be determined that such action will have low damage potential, and otherwise complies with the Standards for Uses and Standard for Utilities.

F. Conditions for Approval

Upon consideration of the factors and the purposes of this chapter, the PZC may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

G. Flood Insurance Notice Required

Any applicant to whom a variance is issued shall be given written notice that the cost of flood insurance may be commensurate with any increased flood risk.

H. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.

3. APPEALS

A. Process for an Appeal

(1) The applicant or any aggrieved party may appeal the Director’s decision or determination to the PZC in accordance with this Code (Section 11-03-03.9).

(2) The applicant or any aggrieved party may appeal the PZC decision or determination to the Council in accordance with this Code (Section 11-03-03.9).

(3) Within 10 calendar days after receipt of the appeal, the Council shall establish a date for hearing such appeal and shall notify the appealing party and all persons notified for the previous hearing.

(4) The Council, in reviewing the decision of the PZC, may sustain or deny the PZC, or the Council may amend or modify the decision or determination of the PZC by imposing additional or different conditions or limitations.

B. Basis for an Appeal

An appeal which alleges that there is an error in any requirement, decision, or determination made by any administrative officer of Boise City, or by the PZC in the enforcement or administration of this chapter, shall be supported by technical and scientific evidence, which may include, but is not limited to:
An actual copy of the recorded plat map showing the property;

(2) A topographic map showing ground elevation contours and the curvilinear line representing the area subject to inundation by the Base Flood; and

(3) Certification by a licensed professional engineer or licensed land surveyor of the elevation of the lowest floor (including basement), the elevation of any fill and the date on which the fill was placed, the elevation to which any structure has been flood-proofed, and written statement setting forth the error alleged and the basis for appeal.

**11-08-08.11-08-09. DEFINITIONS**

As used in this Chapter each of the terms defined shall have the meaning given in this Section unless a different meaning is clearly required by the context.

**Accessory or Appurtenant Use or Structure**
A use or structure which is subordinate to the principal use structure on the same parcel and which serves a purpose customarily incidental to the principal use or structure. The accessory use or structure shall, in no instance, include a dwelling unit or be used for human habitation.

**Appeal**
A request to the Planning and Zoning Commission for a review of the floodplain administrator's interpretation of any provision of this chapter.

**Area of Shallow Flooding (ASF)**
An area shown on the flood insurance rate map as an AO zone with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. These areas are also referred to as the alluvial fans if velocity data is provided on the FIRM, and are characterized as sheet flow.

**Area of Special Flood Hazard (ASFH)**
The lands in a floodplain within Boise City which are subject to flooding from the base flood (or 100 year flood). These areas are also referred to as the floodplain Special Flood Hazard Area (SFHA). Designation on maps always include the letters A or V.

**Base Flood**
The flood having a one percent chance of being equaled or exceeded in any given year, and is synonymous with "one-percent flood" and "100 year flood." Designation on maps always include the letters A or V.

**Base Flood Elevation (BFE)**
The elevation in feet in relation to mean sea level as determined by the Federal Emergency Management Agency to which flood water can be expected to rise during a base flood. A determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year. When the BFE has not been provided in a Special Flood Hazard Area, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA-approved engineering methodologies. This elevation, when combined with the Freeboard, establishes the Flood Protection Elevation.

**Base Flood Height in Areas of Shallow Flooding**
The height expressed in feet above adjacent grade to which flood waters can be expected to rise during a base flood. This height is determined by the Federal Emergency Management Agency/Insurance Administrator and is shown on the Flood Insurance Rate Map (FIRM). Adjacent grade is the elevation of the crown of the nearest street or back of the adjacent curb after adjustment is made for slope of the ground. Adjacent grade is the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**Base Zone District**
The zone district classification which is in effect on any given land for which standards are included in the Development Code of Boise City, Idaho dated June 2002, and as amended.

**Basement**
Any area of the building with its floor sub-grade (below ground level) on all sides.
Check Dam
A structure erected in a floodway which does not exceed ten feet in height or impound more than fifty acre feet of water. For the purposes of this Chapter, energy dissipating devices shall be considered to be check dams.

Crawl Space
The area of a house or structure between the lowest finish floor and the bottom of the foundation excavation enclosed by continuous foundation walls.

Critical Facility
A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste.

Development
Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials. Manmade change to improved or unimproved real estate over which the Boise City Council exercises control. In addition to structural construction, the term includes mining, drilling, dredging, grading, paving, excavation and filling.

Elevated Building
For insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings or columns.

Elevation Certificate
The Elevation Certificate is an important administrative tool of the NFIP. It is used to determine the proper flood insurance premium rate; it is used to document elevation information; and it may be used to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

Existing Manufactured Home Park or Subdivision
A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

Expansions to an Existing Manufactured Home Park or Subdivision
The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA)
The agency with the overall responsibility of administering the national flood insurance program (NFIP).

Flood or Flooding
A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of a watercourse and/or the unusual and rapid accumulation or runoff of surface waters from any source, including but not limited to snow melt or heavy rain.

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:
1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph A.2. of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph A.1. of this definition.
Flood Insurance Rate Map (FIRM)
The official report provided by the Federal Emergency Management Agency which has delineated both the areas of special flood hazard and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS)
The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood-Boundary-Floodway Map, and the water surface elevation of the base flood. An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations; or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Elevation Study.

Floodplain or Flood-Prone Area
The land that has been or may be covered by floodwaters, or is surrounded by floodwater and inaccessible, during the occurrence of the regulatory flood. The riverine floodplain includes the floodway and the flood fringe. Any land area susceptible to being inundated by water from any source (see definition of “flood”).

Floodplain Management
The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and flood plain management regulations.

Floodplain Management Regulations
Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a flood plain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood-proofing
Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate potential flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Flood Protection Elevation (FPE)
The Base Flood Elevation plus the Freeboard.

\[ a. \text{ In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus \{insert number\} feet two feet of freeboard; and} \]

\[ b. \text{ In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least \{insert number\} feet two feet above the highest adjacent grade. An elevation that shall correspond to the elevation of the one percent chance flood (one hundred year flood) plus any increased flood elevation due to floodway encroachment, plus any required freeboard.} \]

Floodway (FW)
The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot, as shown in the Flood Insurance Study for Boise City, Idaho.

Floodway Fringe (FF)
The area between the floodway boundary and the outer limits of the 100 Year Flood. These lands within Boise City are subject to flooding from the Base Flood (aka the 100 year Flood), and are also referred to as part of the floodplain or the Area of Special Flood Hazard located outside of the floodway.
**Freeboard**
A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effects of urbanization in a watershed. The Base Flood Elevation (BFE) plus the freeboard establishes the Flood Protection Elevation (FPE). Freeboard shall be a minimum of two feet.

**Highest adjacent grade**
The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**Historic structure.** Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
   a. By an approved state program as determined by the Secretary of the Interior or
   b. Directly by the Secretary of the Interior in states without approved programs.

**Letter of Map Amendment (LOMA)**
A letter issued by the Federal Emergency Management Agency exempting a specific structure or site from the Flood Insurance requirements. The site is exempted by virtue of its being elevated above the 100 year flood elevation. An official amendment by letter, to an effective National Flood Insurance (NFIP) map. A LOMA establishes a property’s or structure’s location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property or structure has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.

**Letter of Map Revision (LOMR)**
A letter issued by the Federal Emergency Management Agency exempting a specific structure or site from Flood Insurance requirements. The site or structure is exempted by virtue of its being elevated above the 100 year flood elevation. FEMA’s modification to an effective Flood Insurance Rate Map (FIRM) or a Flood Boundary and Floodway Map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

**Letter of Map Revision Based on Fill (LOMR-F)**
FEMA’s modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway. The LOMR-F does not change the FIRM, FBFM, or FIS report.
**Letter of Map Revision Conditional (CLOMR)**

A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS). Upon submission and approval of certified as-built documentation, a Letter of Map Revision (LOMR) may be issued by FEMA to revise the effective FIRM. Building Permits and/or Flood Development Permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

**Levee**

A levee is a continuous dike or ridge, constructed of earth or other materials that confines flood waters (excluding landfill).

**Lowest Floor**

The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Chapter. (Section 11-08-03.2.A)

**Manufactured Home**

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

**Manufactured Home Park or Subdivision**

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Mobile Home**

A transportable, factory-built home designed to be used as a year-round residential dwelling and built prior to enactment of the National Housing include and Safety Standards Act of 1974, which became effective June 15, 1976.

**Mobile Home Park or Subdivision**

Any area, tract, plot or parcel of land, developed and designed primarily for placement of mobile homes located and maintained for dwelling purposes on a permanent or semi-permanent basis.

**New Construction**

Structures for which the start of construction commenced on or after the effective date of this Chapter. For floodplain management purposes, a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures. Any construction started after April 17, 1984 (insert effective date of community’s first floodplain management ordinance adopted by the community) and before and before— the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

**New Development**

Any development for which final approval entitling the applicant to proceed with the development was issued on or after the effective date of this Chapter.

**New Manufactured Home Park or Subdivision**

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

**Non-residential Structure**

A building other than a residential structure. The term includes but is not limited to: buildings used for places of assembly, education, child care, business, maintenance, storage, manufacturing, government, hospitals, sanitariums and nursing homes.
Ordinary High Water Mark (OHWM)
The line which the water impresses on the soil by covering it for sufficient periods to deprive the soil of its vegetation and destroy its value for agricultural purposes.

Recreational Vehicle
A vehicle which is: (a) Built on a single chassis, and (b) 400 square feet or less when measured at the largest horizontal projections, and (c) Designed to be self-propelled or permanently towable by a light duty truck, and (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Regulatory Floodway (see Floodway)
The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

Residential Structure
A building used as a dwelling for one or more persons. The term includes, but is not limited to houses, mobile homes, apartment buildings, lodging homes, dormitories, and the guest or patient rooms of, hotels, and motels. The term also includes accessory use areas used in conjunction with and forming an integral part of a residential structure.

Special Flood Hazard Area (SFHA)
Land in the flood plain within a community subject to a one percent (1%) or greater chance of flooding in any given year. For purposes of these regulations, the term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

Start of Construction
The date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footing, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a mobile home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structure part of a building, whether or not that alteration affects the external dimensions of the building.

Structure
Anything constructed or erected, which requires permanent location on the ground or is attached to something having location on the ground. A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage
Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent (50%) of its market value before the damage occurred. See definition of “substantial improvement”. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent (25%) of the market value of the structure before the damage occurred, of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent (50%) of its market value before the damage occurred.
condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement
Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure's continued designation as a “historic structure” and the alteration is approved by variance issued pursuant to this ordinance.

Variance
A grant of relief from the requirements of this Chapter which permits construction in a manner that would otherwise be prohibited by this Chapter.

Violation
The failure of a structure or other development to be fully compliant with the community’s flood plain management regulations. A structure or other development without the Finished Construction Elevation Certificate, other certifications, or other evidence of compliance required in 44 CFR § 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.
EXHIBIT “B”

STATEMENT OF BOISE CITY ATTORNEY
AS TO ADEQUACY OF SUMMARY
OF ORDINANCE NO. ORD-XX-20

The undersigned, James Smith, 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. ORD-XX-20 of the City of Boise City, Idaho, and has found the same to be true and complete and provides adequate notice to the public pursuant to Idaho Code Section 50-901A(3).

DATED this ___th day of ____________, 2020.

James Smith
Deputy City Attorney

SUMMARY OF ORDINANCE NO. ORD-XX-20
OF THE CITY OF BOISE CITY, IDAHO

PUBLIC NOTICE IS HEREBY GIVEN that the city of Boise City, Idaho, adopted at its regular meeting of ______________, 2020 that Ordinance No. ORD-XX-20 entitled: AN ORDINANCE AMENDING TITLE 11, CHAPTER 8 (FLOOD HAZARD REGULATIONS) OF BOISE CITY CODE, REFERENCING A NEW FLOOD INSURANCE STUDY AND RATE MAPS, UPDATING DEFINITIONS AND REGULATIONS, AND INCREASING THE FREEBOARD REQUIREMENT IN THE FLOODPLAIN; APPROVING A SUMMARY OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

This ordinance amends Title 11, Chapter 8 (Flood Hazard Regulations) of the Boise City Code to reference newly adopted floodplain maps including Flood Insurance Rate Maps and a Flood Insurance Study, update definitions, update section references, clarify existing regulations, and increase the required freeboard, i.e. minimum elevation for structures above the base flood elevation.

The effective date of the ordinance is June 19, 2020 after its passage, approval and publication, and the ordinance approves this ordinance summary. 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 ___ th day of __________, 2020.

City of Boise City, Idaho

ATTEST:

_______________________________
MAYOR
Lauren McLean

_______________________________
EX-OFFICIO CITY CLERK