CITY COUNCIL
AGENDA
CITY OF BOISE

Regular Evening Meeting

Tuesday, June 9, 2020
6:00 PM

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

Virtual attendance is strongly encouraged. Please visit:
www.cityofboise.org/virtual-meetings.

MAYOR
Lauren McLean

CITY COUNCIL MEMBERS

Council President
Elaine Clegg

Council Member
Patrick Bageant

Council Member
Lisa Sánchez

Council President Pro Tem
Holli Woodings

Council Member
Jimmy Hallyburton

Council Member
TJ Thomson

Our Vision: To Make Boise the Most Livable City in the Country
BOISE, IDAHO
City Council Agenda
6:00 PM
June 9, 2020
City Hall - Maryanne Jordan City Council Chambers

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. REQUEST FOR APPROVAL

1. City Council Minutes - Work Session - Jun 2, 2020 4:30 PM

2. City Council Minutes - Regular Evening Meeting - Jun 2, 2020 6:00 PM

V. SPECIAL BUSINESS

1. Re-Appointment of Bill Vasconcellos to the Airport Commission for a 3 year term ending June 2023.


VI. CONSENT AGENDA

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

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

*A. Expenses

*1. Request for approval of the Boise City checks 507523-507655 and ACH 63104-63166 in the total amount of $1,628,565.04 as of May 28, 2020.

*B. Public Hearing Requests

*1. The City Clerk requests CAR20-00004 / Stellar Senior Living / 13984 W Jasmine Ln / Rezone of 5.14 acres from A-1 (Open Lands) to C-2D/DA (General Commercial with Design Review and a Development Agreement) be scheduled in Council Chambers on June 30, 2020.
*C. Minutes and Reports*

1. Planning & Zoning Commission Hearing Minutes, February 10, 2020

2. Treasury Report April 2020

*D. Resolutions*

1. RES-217-20 A RESOLUTION APPROVING AND RATIFYING AN AGREEMENT FOR EX 20-309 HOTEL STAFFING AND GUEST MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES) AND INTERFAITH SANCTUARY HOUSING SERVICES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY RATIFY SAID AGREEMENT.

2. RES-218-20 A RESOLUTION APPROVING AN UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND C17, LLC, FOR A UTILITY EASEMENT IN MOXIE RIDGE SUBDIVISION NO. 2 EAST, DRI-1899; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID UTILITY EASEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

3. RES-219-20 A RESOLUTION APPROVING AN UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND C17, LLC, FOR A UTILITY EASEMENT IN MOXIE RIDGE SUBDIVISION NO. 2, DRI-1899; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

4. RES-220-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-178 BOISE AIRPORT RUNWAY 10R/28L INCURSION MITIGATION AND RIM IMPROVEMENTS ENVIRONMENTAL ASSESSMENT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND RS&H, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

5. RES-221-20 A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF
RES-222-20 A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE CAPITAL CITY PUBLIC MARKET; AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE MEMORANDUM OF AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

RES-223-20 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING, BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE UNIVERSITY OF IDAHO EXTENSION, FOR THE DEVELOPMENT OF EDUCATIONAL MATERIALS AND PROGRAMMING AT SPAULDING RANCH; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

RES-224-20 A RESOLUTION APPROVING CHANGE ORDER NUMBER 3 TO CMGC 18-091 GMP 2, SECONDARY TREATMENT ENHANCEMENT PROJECT, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND RECORD STEEL AND CONSTRUCTION, INC. D.B.A. RSCI; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.

RES-225-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 18-223, SECURITY SERVICES, BETWEEN THE CITY OF BOISE (PARKS & RECREATION) AND UNIVERSAL PROTECTION SERVICE LP, DBA UNIVERSAL SECURITY SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

RES-228-20 A RESOLUTION APPROVING CHANGE ORDER NUMBER 3 TO FB 19-444, BERNARDINE QUINN
PARK GREEN-UP, BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND TDX POWER SERVICES, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.

*11. RES-229-20 A RESOLUTION APPROVING AMENDMENT NO. 1 TO RFP 14-188 GOVERNMENTAL 457 DEFERRED COMPENSATION PLAN ADMINISTRATIVE SERVICES BETWEEN THE CITY OF BOISE CITY (HUMAN RESOURCES DEPARTMENT) AND LINCOLN RETIREMENT SERVICES COMPANY, LLC, AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

*E. Subdivisions - Final Plats/Time Extensions

*1. Marietta Subdivision, SUB18-00066, Boise City Time Extension, (SUB18-00066 / Marietta Subdivision / Kootenai Townhomes, LLC / 2234 W Kootenai St / Request for a one-year time extension for bonding associated with drainage, site work, paving, sewer, and landscaping improvements for a final plat for a single-family residential subdivision comprised of 17 buildable lots and 1 common lot on approximately 0.89 acres in an R-3D (High Density Residential with Design Review) zone.)

VII. ORDINANCES

A. First Reading

NO ORDINANCES SCHEDULED FOR THE FIRST READING CALENDAR.

B. Second Reading

1. ORD-16-20 AN ORDINANCE DESCRIBING THE EXTERIOR BOUNDARIES AND ANNEXING PROPERTY ON NORTH LINDA VISTA LANE INTO THE BOISE CITY MUNICIPAL IRRIGATION SYSTEM; PROVIDING FOR THE CONSTRUCTION AND OPERATION OF THE PRESSURIZED IRRIGATION SYSTEM BY THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT); DIRECTING THE BOISE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE IN THE OFFICE OF THE ADA COUNTY RECORDER; AND PROVIDING AN EFFECTIVE DATE.
2. **ORD-17-20** AN ORDINANCE (CAR19-00004 FOR PROPERTY GENERALLY LOCATED AT 8363 W BOGART LN, BOISE, ID 83714) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL (R-1A) TO SINGLE FAMILY RESIDENTIAL AND DEVELOPMENT AGREEMENT (R-1C/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

C. **Third Reading**

NO ORDINANCES SCHEDULED FOR THE THIRD READING CALENDAR.

VIII. **UNFINISHED BUSINESS**

NO UNFINISHED BUSINESS SCHEDULED.

IX. **NEW BUSINESS**

A. **Subdivisions**

1. Ivar Katich, SOS20-00010, Boise City Vacation of Plat Note, (SOS20-00010 / Ivar Katich / 2007 S Surrey Rd / Request for a vacation of plat note regarding a bridal path for Lot 25, Block 2 of the Three Mile Creek Subdivision No. 1 on 0.47 acres in a R-1A (Single-Family Residential) zone.)

2. Ted Martinez, SOS20-00016, Boise City Vacation of Plat Note & Public Utilities Easement, (SOS20-00016 / Ted Martinez / 8601 & 8647 W Sloan St / Request for a vacation of plat note and general utility easement for Lots 4 & 8, Block 1 of the Eaglehawk Subdivision on 0.21 acres in an R-2D (Medium Density Residential with Design Review) zone.)

B. **Public Hearings**

1. CAR19-00028 / Kelly Kitchens / 9000 W State St / Rezone of 4.3 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre).

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

X. **ADJOURNMENT**
## LEGEND:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCC</td>
<td>Boise City Code</td>
</tr>
<tr>
<td>CAA</td>
<td>Daycare, Grandfather Rights, Fence, Home Occup.</td>
</tr>
<tr>
<td>CLP</td>
<td>City Lighting Project</td>
</tr>
<tr>
<td>CFH</td>
<td>Floodplain/Hillside</td>
</tr>
<tr>
<td>CSP</td>
<td>City Sewer Project</td>
</tr>
<tr>
<td>CSN</td>
<td>Sign Applications</td>
</tr>
<tr>
<td>CUP</td>
<td>Conditional Use/Modifications</td>
</tr>
<tr>
<td>CZC</td>
<td>Zoning Certificates, Zoning Letters</td>
</tr>
<tr>
<td>DRH</td>
<td>Design Review/Moderations</td>
</tr>
<tr>
<td>DRI</td>
<td>Design Review Inspection (Sewers)</td>
</tr>
<tr>
<td>F/B</td>
<td>Formal Bid</td>
</tr>
<tr>
<td>GEO</td>
<td>Geothermal</td>
</tr>
<tr>
<td>LID</td>
<td>Local Improvement District</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>RSP</td>
<td>Rehabilitation Sewer Project</td>
</tr>
<tr>
<td>V</td>
<td>Variance</td>
</tr>
<tr>
<td>ZO</td>
<td>Zoning Ordinance Amendment</td>
</tr>
</tbody>
</table>

## ZONING DESIGNATION:

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

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

**RECONSIDERATION OF VOTE**

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

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

II. Work Session Items

1. Executive Session: Land Acquisition, I.C. 74-206(1)(c); Pending or Likely Litigation, I.C. 74-206(1)(f)

Moved into Executive Session at 4:32 pm for land acquisition and pending and likely litigation. Land acquisition discussion occurred from 4:34 pm to 5:04 pm. Pending and likely litigation discussion occurred from 5:04 pm to 5:33 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 at 5:33 pm.

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), Thomson (Remote)
ABSENT:   Sánchez

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

Mayor McLean shared comments acknowledging what is happening in our country and our community, and discussed a local vigil downtown.

Motion to remove Special Business item #3, Purchasing Threshold Waiver Request from the agenda at this time. It may be taken up at a later date, but was not ripe yet.

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

II. REQUEST FOR APPROVAL

1. City Council - Work Session - May 19, 2020 3:30 PM

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

2. City Council - Regular Evening Meeting - May 19, 2020 6:00 PM
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elaine Clegg, Council President
SECONDER: Holli Woodings, Council President Pro Tem
AYES: Clegg, Woodings, Bageant, Hallyburton, Thomson
ABSENT: Sánchez

3. City Council - Strategic Planning Session - May 26, 2020 8:30 AM

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

III. SPECIAL BUSINESS


RESULT: APPROVED BY UNANAIMOUS CONSENT

2. Appointment of Danielle Hurd to the CCDC Board of Commissioners ending May 2025.

RESULT: APPROVED BY UNANAIMOUS CONSENT

3. Purchasing Threshold Waiver Request (5 min)
   Presenter: Colin Millar, Department of Finance and Administration

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

   Presenter: Russell Duke, District Director – Central District Health
   Kim Link, Central District Health presented item to Council.

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, Thomson
ABSENT: Sánchez

* Items scheduled on Consent Agenda.

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

A. EXPENSES

*1. Request for approval of the Boise City checks 507180-507332 and ACH 62947-63023 in the total amount of $2,935,171.38 as of May 14, 2020.

*2. Request for approval of the Boise City checks 507348-507520 and ACH 63033-63097 in the total amount of $3,796,263.73 as of May 21, 2020.

B. PUBLIC HEARING REQUESTS

*1. 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

C. MINUTES AND REPORTS

*1. Planning & Zoning Commission Hearing Minutes, February 3, 2020

D. RESOLUTIONS

*1. RES-203-20 A RESOLUTION (SOS20-00002) VACATING THE REQUIRED FRONT AND SIDE YARD BUILDING SETBACK AND NORTH SIDE YARD UTILITY AND DRAINAGE EASEMENT FOR THE PROPERTY LOCATED AT 5750 N CLOVERDALE RD ON LOT 20, BLOCK 1, OF THE JONES-STIBUREK SUBDIVISION ON 0.85 ACRES IN A R-1C (SINGLE-FAMILY

Packet Pg. 11
RESIDENTIAL) ZONE, BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

*2. RES-204-20 A RESOLUTION (SOS20-00009) VACATING A 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 LOCATED AT 11318 W PATTIE COURT IN A R-1C (SINGLE-FAMILY RESIDENTIAL) ZONE, BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-205-20 A RESOLUTION (SOS20-00005 & SOS20-00006) VACATING A PORTION OF THE DRAINAGE, UTILITY, ROOF DRAIN AND ACCESS EASEMENT, AND VACATING A PLAT NOTE FOR BUILDING SETBACK LINES FOR LOTS 9 AND 10 OF BLOCK 1 OF THE MAGAL SUBDIVISION LOCATED AT 2994 N LANCASTER PLACE WITHIN THE NE ¼ OF SECTION 33, T.4N., R.2E., AND B.M., BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

*4. RES-206-20 A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-317 PHILLIPPI PARK PLAYGROUND EQUIPMENT AND SURFACE PURCHASE AND INSTALLATION BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION DEPARTMENT) AND GARRETT & COMPANY, INC. OFF OF SOURCEWELL CONTRACT #030117; AND PROVIDING AN EFFECTIVE DATE.

*5. RES-207-20 A RESOLUTION APPROVING THE FY20 LENDING SERVICE/ANNEXATION COMPENSATION AGREEMENT, BETWEEN THE CITY OF BOISE CITY (LIBRARY) AND THE ADA COUNTY FREE LIBRARY DISTRICT D.B.A. ADA COMMUNITY LIBRARY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*6. RES-208-20 A RESOLUTION (SOS20-00007) VACATING A PUBLIC UTILITIES AND DRAINAGE EASEMENT LOCATED ON LOTS 5 & 6, BLOCK 1 OF WHISPERING CLIFFS SUBDIVISION NO. 2 ON 0.61 ACRES LOCATED AT 5858 N WILLOW CLIFF WAY IN AN R-1A (SINGLE-FAMILY RESIDENTIAL) ZONE, BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE DATE.
7. RES-209-20 A RESOLUTION APPROVING A TEMPORARY LICENSE AGREEMENT, BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES) AND CENTRAL PAVING; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

8. RES-210-20 A RESOLUTION RATIFYING AGREEMENT, BETWEEN THE CITY OF BOISE CITY, THE RIVERSIDE HOTEL, AND INTERFAITH SANCTUARY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY RATIFY AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

9. RES-211-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-288; DIXIE DRAIN CHEMICALS BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND NORTHSTAR CHEMICAL; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

10. RES-212-20 A RESOLUTION APPROVING AN AMENDMENT TWO TO AN INDUSTRIAL/COMMERCIAL BUILDING AND GROUND LEASE AGREEMENT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND THE UNITED STATES FOREST SERVICE FOR THE LEASE OF CERTAIN FACILITIES AND PREMISES UPON BOISE AIRPORT; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AMENDMENT ON BEHALF OF BOISE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11. RES-213-20 A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-331 DUO MFA EDITION BETWEEN THE CITY OF BOISE CITY (INFORMATION TECHNOLOGY DEPARTMENT) AND EC AMERICA, INC. OFF OF GSA CONTRACT GS-35F-0511T; AND PROVIDING AN EFFECTIVE DATE.

12. RES-214-20 A RESOLUTION APPROVING AN EMERGENCY TEMPORARY OCCUPANCY AGREEMENT, BETWEEN THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF PLANNING AND
DEVELOPMENT SERVICES) AND BOISE DOWNTOWNER HOSPITALITY, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*13. RES-215-20 A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-322 MULTI-TASKING SNOW REMOVAL EQUIPMENT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND M-B COMPANIES, INC. OFF OF THE CITY OF IDAHO FALLS PROCUREMENT 3-16-0018-045; AND PROVIDING AN EFFECTIVE DATE.

*14. RES-216-20 A RESOLUTION RATIFYING PUBLIC HEALTH EMERGENCY ORDER 20-07 (REOPENING BOISE CITY: STAGE THREE) ENACTED MAY 28, 2020; AND PROVIDING AN EFFECTIVE DATE.

This item was removed from the Consent Agenda and approved by a separate motion by Council.

V. ORDINANCES

A. FIRST READING

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

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

1. ORD-16-20 AN ORDINANCE DESCRIBING THE EXTERIOR BOUNDARIES AND ANNEXING PROPERTY ON NORTH LINDA VISTA LANE INTO THE BOISE CITY MUNICIPAL IRRIGATION SYSTEM; PROVIDING FOR THE CONSTRUCTION AND OPERATION OF THE PRESSURIZED IRRIGATION SYSTEM BY THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT); DIRECTING THE BOISE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE IN THE OFFICE OF THE ADA COUNTY RECORDER; AND PROVIDING AN EFFECTIVE DATE.
## City Council

**June 2, 2020**

### RESULT: FIRST READ

**Next: 6/9/2020 6:00 PM**

| 2. | ORD-17-20 | AN ORDINANCE (CAR19-00004 FOR PROPERTY GENERALLY LOCATED AT 8363 W BOGART LN, BOISE, ID 83714) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL (R-1A) TO SINGLE FAMILY RESIDENTIAL AND DEVELOPMENT AGREEMENT (R-1C/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE. |

### RESULT: FIRST READ

**Next: 6/9/2020 6:00 PM**

### B. FIRST, SECOND AND THIRD READING

Motion that all rules of the City Council interfering with the immediate consideration of (ORD-18-20) be suspended: that portions of Idaho Code 50-902 requiring an ordinance to be read on three different days, twice by title and once in full be dispensed with and the record show that it has been has been read the third time in full.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Elaine Clegg, Council President

**SECONDER:** Holli Woodings, Council President Pro Tem

**AYES:** Clegg, Woodings, Bageant, Hallyburton, Thomson

**ABSENT:** Sánchez

### 1. ORD-18-20

AN ORDINANCE APPROVING THE REVISION, COMPILATION, CODIFICATION, AND ADOPTION OF TITLE 11 OF BOISE CITY CODE AS PREPARED BY STERLING CODIFIERS, INC., WHICH SHALL SUPERSEDE ALL PRIOR VERSIONS OF TITLE 11 OF THE CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF TO THE EXTENT THEY CONFLICT WITH THIS ORDINANCE; PROVIDING ALL ORDINANCES OF A GENERAL NATURE INCLUDED IN TITLE 11 OF THE CODE ARE CONSIDERED A CONTINUATION OF SAID ORDINANCE PROVISIONS AND ARE CONTINUOUSLY EFFECTIVE NOTWITHSTANDING SOME PROVISIONS THEREOF BEING ELIMINATED BY THIS CODIFICATION; PROVIDING ALL ORDINANCES OF A SPECIAL NATURE ARE NOT INCLUDED IN TITLE 11 OF THE CODE AND REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT TITLE 11 OF THE CODE SHALL BE AMENDED TO CORRECT GRAMMATICAL AND SPELLING ERRORS, REMOVE INACCURATE AND UNNECESSARY LANGUAGE AND PROVISIONS, AND CORRECT INTERNAL INCONSISTENCIES; PROVIDING FOR THE REFORMATTING,
RENUMBERING, AND RENAMING OF PROVISIONS WITHIN TITLE 11 OF THE CODE; INCORPORATING RECITALS INTO THIS ORDINANCE; PROVIDING A FULL TEXT COPY OF THIS ORDINANCE AND THE AMENDED TITLE 11 OF THE CODE FOR PUBLIC REVIEW; ADOPTING THE AMENDED TITLE 11 OF THE CODE AS PART OF THE OFFICIAL CODE; WAIVING THE READING RULES; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

Mayor McLean announced a five (5) minute break at 7:10 pm.

VI. NEW BUSINESS

A. SUBDIVISIONS

1. Dallas Harris Estates Subdivision No. 18, SUB19-00056, Boise City Preliminary Plat. (SUB19-00056 / Dallas Harris Estates Subdivision No. 18 / Barber Valley Development / 4560 E Warm Springs Ave / Preliminary Plat for a residential subdivision comprised of 6 buildable and 2 common lots on 7.45 acres located in a SP-01 (Harris Ranch Specific Plan District) zone.)

Celine Accord, Planning and Development Services presented the item to Council.

Hethe Clark, Applicant Representative, 251 E Front St, Boise, ID; John Mooney, Boise Valley Neighborhood Association, 7153 E Highland Valley Rd, Boise, ID; Rob Stark, 6865 E Warm Springs Ave, Boise, ID testified on the item.

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

B. PUBLIC HEARINGS

1. CUP20-00008 / *Requesting deferral to August 18* / 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.

Motion to defer item to a date certain of August 18, 2020.
2. 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 pending C-5DD/DA (Central Business District with Downtown Design Review and Development Agreement) zone.

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

Deb Nelson, Applicant Representative, 601 W Bannock, Boise, ID testified on the item.

No one on the virtual meeting indicated they wanted to testify on the item.

Motion to approve the item with a minor modification to a previously approved development agreement to extend the deadline for recordation to June 18, 2021.

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

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

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

Ben Semple, Applicant Representative, 1014 S Lapoint St, Boise, ID testified on the item.

No one on the virtual meeting indicated they wanted to testify on the item.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council President Pro Tem
SECONDER: Patrick Bageant, Council Member
AYES: Clegg, Woodings, Bageant, Hallyburton, Thomson
ABSENT: Sánchez

Armory Avenue Subdivision, SUB19-00077, Boise City Preliminary Plat, (SUB19-00077 / Armory Avenue Subdivision / Townhomes on the Avenue, LLC / 612 N Avenue H Ave / Preliminary plat for a residential subdivision comprised of 18 buildable and 2 common lots on 1.04 acres located in a proposed R-3D (Multi-Family Residential with Design Review) zone.)

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

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

Councilmember Woodings stated for the record that she is a neighbor of the applicant, however feels that she can hear the item fairly and without bias.

Councilmember Hallyburton stated for the record that he owns property adjacent to the project on Logan Street and has not been in discussions regarding the project. As such he feels he can hear the item fairly and without bias.

VII. ADJOURNMENT

Motion to adjourn the City Council meeting.

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

APPROVE:

Lauren McLean, Mayor
ATTEST:

Lynda Lowry, Ex-Officio City Clerk
## CURRENT EXPENSE CASH PAYMENT REGISTER

05/28/20

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check/ACH</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACE EMISSION</td>
<td>63104</td>
<td>5/28/2020</td>
<td>20.00</td>
</tr>
<tr>
<td>ADA COUNTY HIGHWAY DISTRICT</td>
<td>63105</td>
<td>5/28/2020</td>
<td>8,826.18</td>
</tr>
<tr>
<td>AGNEW &amp; BECK CONSULTING</td>
<td>63106</td>
<td>5/28/2020</td>
<td>10,236.25</td>
</tr>
<tr>
<td>ALARMCO</td>
<td>63107</td>
<td>5/28/2020</td>
<td>75.00</td>
</tr>
<tr>
<td>ALARMCO</td>
<td>63108</td>
<td>5/28/2020</td>
<td>75.00</td>
</tr>
<tr>
<td>ALLIED UNIVERSAL</td>
<td>63109</td>
<td>5/28/2020</td>
<td>214.40</td>
</tr>
<tr>
<td>AMERICAN CLEANING SERVICE</td>
<td>63110</td>
<td>5/28/2020</td>
<td>336.00</td>
</tr>
<tr>
<td>AMERIGAS PROPANE</td>
<td>63111</td>
<td>5/28/2020</td>
<td>634.98</td>
</tr>
<tr>
<td>ANIMAL SPECIALTIES</td>
<td>63112</td>
<td>5/28/2020</td>
<td>9,943.79</td>
</tr>
<tr>
<td>ARGO COLLISTER</td>
<td>63113</td>
<td>5/28/2020</td>
<td>14,298.40</td>
</tr>
<tr>
<td>BENNET KENDALL CENTER</td>
<td>63114</td>
<td>5/28/2020</td>
<td>2,265.00</td>
</tr>
<tr>
<td>BENS AUTO GLASS</td>
<td>63115</td>
<td>5/28/2020</td>
<td>1,631.77</td>
</tr>
<tr>
<td>BOISE CITY INTERMOUNTAIN C</td>
<td>63116</td>
<td>5/28/2020</td>
<td>61,377.11</td>
</tr>
<tr>
<td>BOISE VALLEY TOWING</td>
<td>63117</td>
<td>5/28/2020</td>
<td>255.00</td>
</tr>
<tr>
<td>BOYS AND GIRLS CLUBS</td>
<td>63118</td>
<td>5/28/2020</td>
<td>1,191.84</td>
</tr>
<tr>
<td>BRADY INDUSTRIES</td>
<td>63119</td>
<td>5/28/2020</td>
<td>2,321.06</td>
</tr>
<tr>
<td>BROWN &amp; CALDWELL</td>
<td>63120</td>
<td>5/28/2020</td>
<td>8,219.00</td>
</tr>
<tr>
<td>BUSINESS INTERIORS OF IDAH</td>
<td>63121</td>
<td>5/28/2020</td>
<td>43,594.86</td>
</tr>
<tr>
<td>BUTTE FENCE</td>
<td>63122</td>
<td>5/28/2020</td>
<td>34,441.83</td>
</tr>
<tr>
<td>CAPITAL PAVING</td>
<td>63123</td>
<td>5/28/2020</td>
<td>3,279.35</td>
</tr>
<tr>
<td>CDW GOVERNMENT</td>
<td>63124</td>
<td>5/28/2020</td>
<td>8,563.88</td>
</tr>
<tr>
<td>CH2M HILL ENGINEERS</td>
<td>63125</td>
<td>5/28/2020</td>
<td>21,125.24</td>
</tr>
<tr>
<td>CO ENERGY</td>
<td>63126</td>
<td>5/28/2020</td>
<td>6,473.63</td>
</tr>
<tr>
<td>COLUMBIA ELECTRIC SUPPLY</td>
<td>63127</td>
<td>5/28/2020</td>
<td>21,463.75</td>
</tr>
<tr>
<td>COMMERCIAL ELECTRIC</td>
<td>63128</td>
<td>5/28/2020</td>
<td>7,757.82</td>
</tr>
<tr>
<td>COMPUNET</td>
<td>63129</td>
<td>5/28/2020</td>
<td>250.00</td>
</tr>
<tr>
<td>DIAMOND CONTRACTORS</td>
<td>63130</td>
<td>5/28/2020</td>
<td>21,776.38</td>
</tr>
<tr>
<td>DIG LINE</td>
<td>63131</td>
<td>5/28/2020</td>
<td>209.60</td>
</tr>
<tr>
<td>DUBOIS CHEMICALS</td>
<td>63132</td>
<td>5/28/2020</td>
<td>21,447.78</td>
</tr>
<tr>
<td>ENGINEERED STRUCTURES</td>
<td>63133</td>
<td>5/28/2020</td>
<td>50,285.98</td>
</tr>
<tr>
<td>GEM STATE PAPER &amp; SUPPLY</td>
<td>63134</td>
<td>5/28/2020</td>
<td>2,369.52</td>
</tr>
<tr>
<td>GFS CHEMICALS</td>
<td>63135</td>
<td>5/28/2020</td>
<td>289.92</td>
</tr>
<tr>
<td>HDR ENGINEERING</td>
<td>63136</td>
<td>5/28/2020</td>
<td>4,475.75</td>
</tr>
<tr>
<td>INSTITUTE COMMUNITY ALLIAN</td>
<td>63137</td>
<td>5/28/2020</td>
<td>123.83</td>
</tr>
<tr>
<td>INTERMOUNTAIN CLAIMS</td>
<td>63138</td>
<td>5/28/2020</td>
<td>10,724.00</td>
</tr>
<tr>
<td>JACKS TIRE &amp; OIL</td>
<td>63139</td>
<td>5/28/2020</td>
<td>2,455.44</td>
</tr>
<tr>
<td>JOHNSON CONTROLS</td>
<td>63140</td>
<td>5/28/2020</td>
<td>3,260.48</td>
</tr>
<tr>
<td>KUNA MACHINE SHOP</td>
<td>63141</td>
<td>5/28/2020</td>
<td>1,175.50</td>
</tr>
<tr>
<td>LES SCHWAB WAREHOUSE CENTE</td>
<td>63142</td>
<td>5/28/2020</td>
<td>418.21</td>
</tr>
<tr>
<td>M&amp;T PATROL SERVICES</td>
<td>63143</td>
<td>5/28/2020</td>
<td>350.00</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>MASTER ROOTER</td>
<td>63144</td>
<td>5/28/2020</td>
<td>638.00</td>
</tr>
<tr>
<td>MATERIALS TESTING &amp; INSPECTION</td>
<td>63145</td>
<td>5/28/2020</td>
<td>2,297.14</td>
</tr>
<tr>
<td>MOUNTAIN HOME AUTO RANCH</td>
<td>63146</td>
<td>5/28/2020</td>
<td>45,914.00</td>
</tr>
<tr>
<td>MUNICIPAL EMERGENCY SERVICE</td>
<td>63147</td>
<td>5/28/2020</td>
<td>33,219.43</td>
</tr>
<tr>
<td>NURSE STAFFING 247 IDAHO H</td>
<td>63148</td>
<td>5/28/2020</td>
<td>511.00</td>
</tr>
<tr>
<td>OXARC</td>
<td>63149</td>
<td>5/28/2020</td>
<td>834.68</td>
</tr>
<tr>
<td>PRECISION COMMUNICATIONS H</td>
<td>63150</td>
<td>5/28/2020</td>
<td>42,105.76</td>
</tr>
<tr>
<td>PRIMARY ELECTRIC</td>
<td>63151</td>
<td>5/28/2020</td>
<td>75.00</td>
</tr>
<tr>
<td>RCI</td>
<td>63152</td>
<td>5/28/2020</td>
<td>7,894.50</td>
</tr>
<tr>
<td>RICOCONDO &amp; ASSOCIATES</td>
<td>63153</td>
<td>5/28/2020</td>
<td>9,281.50</td>
</tr>
<tr>
<td>RIVERSIDE</td>
<td>63154</td>
<td>5/28/2020</td>
<td>2,765.14</td>
</tr>
<tr>
<td>RS&amp;H</td>
<td>63155</td>
<td>5/28/2020</td>
<td>40,186.88</td>
</tr>
<tr>
<td>SCHINDLER ELEVATOR</td>
<td>63156</td>
<td>5/28/2020</td>
<td>4,683.50</td>
</tr>
<tr>
<td>SKINNER FAWCETT</td>
<td>63157</td>
<td>5/28/2020</td>
<td>1,903.75</td>
</tr>
<tr>
<td>STERICYCLE</td>
<td>63158</td>
<td>5/28/2020</td>
<td>15,101.44</td>
</tr>
<tr>
<td>STEVES SERVICE PLUMBING</td>
<td>63159</td>
<td>5/28/2020</td>
<td>225.00</td>
</tr>
<tr>
<td>SUEZ WATER IDAHO</td>
<td>63160</td>
<td>5/28/2020</td>
<td>3,898.90</td>
</tr>
<tr>
<td>THERMAL PIPE SYSTEMS</td>
<td>63161</td>
<td>5/28/2020</td>
<td>20,420.03</td>
</tr>
<tr>
<td>TOTAL SCALE SERVICE</td>
<td>63162</td>
<td>5/28/2020</td>
<td>327.80</td>
</tr>
<tr>
<td>TRINITY TRAILER MFG</td>
<td>63163</td>
<td>5/28/2020</td>
<td>598.50</td>
</tr>
<tr>
<td>UNIFORMS 2 GEAR</td>
<td>63164</td>
<td>5/28/2020</td>
<td>14,777.50</td>
</tr>
<tr>
<td>UNITED SITE SERVICES</td>
<td>63165</td>
<td>5/28/2020</td>
<td>2,459.30</td>
</tr>
<tr>
<td>VALLEY REGIONAL TRANSIT</td>
<td>63166</td>
<td>5/28/2020</td>
<td>195.00</td>
</tr>
<tr>
<td>ADAM CRIST</td>
<td>507523</td>
<td>5/28/2020</td>
<td>110.00</td>
</tr>
<tr>
<td>DAVE SAINDON</td>
<td>507524</td>
<td>5/28/2020</td>
<td>110.00</td>
</tr>
<tr>
<td>ROBERT BOUSFIELD</td>
<td>507525</td>
<td>5/28/2020</td>
<td>156.50</td>
</tr>
<tr>
<td>AIMEE JO STRATE</td>
<td>507526</td>
<td>5/28/2020</td>
<td>24.68</td>
</tr>
<tr>
<td>ALTERNATIVE OFFICE SERVICE</td>
<td>507527</td>
<td>5/28/2020</td>
<td>137.58</td>
</tr>
<tr>
<td>BARCLAY CONSTRUCTION</td>
<td>507528</td>
<td>5/28/2020</td>
<td>159.73</td>
</tr>
<tr>
<td>BERTRAND RUSSEL FRIEDENBER</td>
<td>507529</td>
<td>5/28/2020</td>
<td>350.00</td>
</tr>
<tr>
<td>BRIAN RAGAN</td>
<td>507530</td>
<td>5/28/2020</td>
<td>198.12</td>
</tr>
<tr>
<td>BRITTANY MOORE</td>
<td>507531</td>
<td>5/28/2020</td>
<td>204.40</td>
</tr>
<tr>
<td>CALVIN GATES</td>
<td>507532</td>
<td>5/28/2020</td>
<td>281.98</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>507533</td>
<td>5/28/2020</td>
<td>17.74</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>507534</td>
<td>5/28/2020</td>
<td>16.52</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>507535</td>
<td>5/28/2020</td>
<td>14.41</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>507536</td>
<td>5/28/2020</td>
<td>14.42</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>507537</td>
<td>5/28/2020</td>
<td>14.30</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>507538</td>
<td>5/28/2020</td>
<td>15.58</td>
</tr>
<tr>
<td>CBH HOMES</td>
<td>507539</td>
<td>5/28/2020</td>
<td>34.23</td>
</tr>
<tr>
<td>CNM CONSTRUCTION LLC</td>
<td>507540</td>
<td>5/28/2020</td>
<td>477.51</td>
</tr>
<tr>
<td>DANIELLE S MCFADDEN</td>
<td>507541</td>
<td>5/28/2020</td>
<td>22.71</td>
</tr>
<tr>
<td>DAVID W SANFORD</td>
<td>507542</td>
<td>5/28/2020</td>
<td>165.82</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>DELTA M WHEELER</td>
<td>507543</td>
<td>5/28/2020</td>
<td>31.93</td>
</tr>
<tr>
<td>ESTATE OF FRANKIE BAKO</td>
<td>507544</td>
<td>5/28/2020</td>
<td>99.26</td>
</tr>
<tr>
<td>FLYING COWBOYS DESIGN</td>
<td>507545</td>
<td>5/28/2020</td>
<td>271.61</td>
</tr>
<tr>
<td>GEORGE EDWARDS</td>
<td>507546</td>
<td>5/28/2020</td>
<td>56.17</td>
</tr>
<tr>
<td>GILBERT ADONGO</td>
<td>507547</td>
<td>5/28/2020</td>
<td>105.73</td>
</tr>
<tr>
<td>GIVENS PURSLEY LLP</td>
<td>507548</td>
<td>5/28/2020</td>
<td>156.28</td>
</tr>
<tr>
<td>HHS CONSTRUCTION</td>
<td>507549</td>
<td>5/28/2020</td>
<td>6,595.60</td>
</tr>
<tr>
<td>IBEW - LOCAL 291</td>
<td>507550</td>
<td>5/28/2020</td>
<td>364.50</td>
</tr>
<tr>
<td>JAY L BOLT</td>
<td>507551</td>
<td>5/28/2020</td>
<td>37.93</td>
</tr>
<tr>
<td>JIN WON SEO</td>
<td>507552</td>
<td>5/28/2020</td>
<td>27.45</td>
</tr>
<tr>
<td>JOHN FIZER</td>
<td>507553</td>
<td>5/28/2020</td>
<td>67.39</td>
</tr>
<tr>
<td>JOYCE MASON</td>
<td>507554</td>
<td>5/28/2020</td>
<td>100.00</td>
</tr>
<tr>
<td>KENDRA JORDAN</td>
<td>507555</td>
<td>5/28/2020</td>
<td>164.19</td>
</tr>
<tr>
<td>KRISTEN JACOBSON</td>
<td>507556</td>
<td>5/28/2020</td>
<td>989.00</td>
</tr>
<tr>
<td>MARIANNE V BAIRD LIV TR 86</td>
<td>507557</td>
<td>5/28/2020</td>
<td>86.54</td>
</tr>
<tr>
<td>MARION BISHOP ROGERS</td>
<td>507558</td>
<td>5/28/2020</td>
<td>113.00</td>
</tr>
<tr>
<td>MCONNELL WAGNER SYKES &amp;ST</td>
<td>507559</td>
<td>5/28/2020</td>
<td>496.00</td>
</tr>
<tr>
<td>MORGANN M EASON</td>
<td>507560</td>
<td>5/28/2020</td>
<td>33.09</td>
</tr>
<tr>
<td>NANCY ROBERTSON</td>
<td>507561</td>
<td>5/28/2020</td>
<td>80.00</td>
</tr>
<tr>
<td>NINA M MANGUM</td>
<td>507562</td>
<td>5/28/2020</td>
<td>202.02</td>
</tr>
<tr>
<td>PAUL GANNETT</td>
<td>507563</td>
<td>5/28/2020</td>
<td>56.14</td>
</tr>
<tr>
<td>PAULA G GILES</td>
<td>507564</td>
<td>5/28/2020</td>
<td>106.55</td>
</tr>
<tr>
<td>SARAH HANSON</td>
<td>507565</td>
<td>5/28/2020</td>
<td>7.41</td>
</tr>
<tr>
<td>SCOTI HAHN</td>
<td>507566</td>
<td>5/28/2020</td>
<td>5,208.92</td>
</tr>
<tr>
<td>SHIRLEY SMITH</td>
<td>507567</td>
<td>5/28/2020</td>
<td>24.27</td>
</tr>
<tr>
<td>STERLING HOMES INC</td>
<td>507568</td>
<td>5/28/2020</td>
<td>16.04</td>
</tr>
<tr>
<td>STEVEN L HAMREN</td>
<td>507569</td>
<td>5/28/2020</td>
<td>48.84</td>
</tr>
<tr>
<td>STEVEN S LLOYD</td>
<td>507570</td>
<td>5/28/2020</td>
<td>75.28</td>
</tr>
<tr>
<td>SUSAN M ROST</td>
<td>507571</td>
<td>5/28/2020</td>
<td>51.49</td>
</tr>
<tr>
<td>TIMOTHY COHRS</td>
<td>507572</td>
<td>5/28/2020</td>
<td>6.35</td>
</tr>
<tr>
<td>TRAVIS W SNOOK</td>
<td>507573</td>
<td>5/28/2020</td>
<td>72.04</td>
</tr>
<tr>
<td>AAAE</td>
<td>507574</td>
<td>5/28/2020</td>
<td>73,000.00</td>
</tr>
<tr>
<td>ADIDAS AMERICA</td>
<td>507575</td>
<td>5/28/2020</td>
<td>464.93</td>
</tr>
<tr>
<td>ADVANCED SIGN</td>
<td>507576</td>
<td>5/28/2020</td>
<td>473.00</td>
</tr>
<tr>
<td>AECOM TECHNICAL SERVICES</td>
<td>507577</td>
<td>5/28/2020</td>
<td>6,461.96</td>
</tr>
<tr>
<td>ALLIED SEED</td>
<td>507578</td>
<td>5/28/2020</td>
<td>4,160.00</td>
</tr>
<tr>
<td>AUGUSTIN MPORANA</td>
<td>507579</td>
<td>5/28/2020</td>
<td>60.00</td>
</tr>
<tr>
<td>B&amp;W WRECKER SERVICE</td>
<td>507580</td>
<td>5/28/2020</td>
<td>1,169.00</td>
</tr>
<tr>
<td>BAKER &amp; TAYLOR</td>
<td>507581</td>
<td>5/28/2020</td>
<td>12,303.49</td>
</tr>
<tr>
<td>BANK OF AMERICA</td>
<td>507582</td>
<td>5/28/2020</td>
<td>8,343.90</td>
</tr>
<tr>
<td>BIOBOT ANALYTICS</td>
<td>507583</td>
<td>5/28/2020</td>
<td>2,400.00</td>
</tr>
<tr>
<td>BIRCHWOOD NO 2 SUBDIVISION</td>
<td>507584</td>
<td>5/28/2020</td>
<td>370.00</td>
</tr>
<tr>
<td>BOISE FITNESS EQUIPMENT</td>
<td>507585</td>
<td>5/28/2020</td>
<td>8,641.92</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>BURKS TRACTOR</td>
<td>507586</td>
<td>5/28/2020</td>
<td>20.16</td>
</tr>
<tr>
<td>CALLAWAY GOLF</td>
<td>507587</td>
<td>5/28/2020</td>
<td>813.48</td>
</tr>
<tr>
<td>CAPITOL WATER</td>
<td>507588</td>
<td>5/28/2020</td>
<td>29.33</td>
</tr>
<tr>
<td>CENTURYLINK</td>
<td>507589</td>
<td>5/28/2020</td>
<td>107.10</td>
</tr>
<tr>
<td>CENTURYLINK BUSINESS SERVI</td>
<td>507590</td>
<td>5/28/2020</td>
<td>558.86</td>
</tr>
<tr>
<td>CHARLIES PRODUCE</td>
<td>507591</td>
<td>5/28/2020</td>
<td>146.15</td>
</tr>
<tr>
<td>CINTAS</td>
<td>507592</td>
<td>5/28/2020</td>
<td>328.67</td>
</tr>
<tr>
<td>CLARION ASSOCIATE OF COLOR</td>
<td>507593</td>
<td>5/28/2020</td>
<td>9,395.00</td>
</tr>
<tr>
<td>COBRA PUMA GOLF</td>
<td>507594</td>
<td>5/28/2020</td>
<td>728.03</td>
</tr>
<tr>
<td>COMMUNICATIONS ET AL</td>
<td>507595</td>
<td>5/28/2020</td>
<td>15,772.00</td>
</tr>
<tr>
<td>CONCRETE 4 LIFE</td>
<td>507596</td>
<td>5/28/2020</td>
<td>10,920.00</td>
</tr>
<tr>
<td>CONSOLIDATED SUPPLY</td>
<td>507597</td>
<td>5/28/2020</td>
<td>1,034.00</td>
</tr>
<tr>
<td>CORVEL ENTERPRISE COMP</td>
<td>507598</td>
<td>5/28/2020</td>
<td>6,300.00</td>
</tr>
<tr>
<td>CSBEVERAGE</td>
<td>507599</td>
<td>5/28/2020</td>
<td>1,059.42</td>
</tr>
<tr>
<td>DENNIS PHIPPS WELL DRILLIN</td>
<td>507600</td>
<td>5/28/2020</td>
<td>1,060.00</td>
</tr>
<tr>
<td>DETAIL EXPRESS</td>
<td>507601</td>
<td>5/28/2020</td>
<td>550.00</td>
</tr>
<tr>
<td>ENVIRONMENTAL EXPRESS</td>
<td>507602</td>
<td>5/28/2020</td>
<td>621.00</td>
</tr>
<tr>
<td>EXPERIS IT SERVICES US</td>
<td>507603</td>
<td>5/28/2020</td>
<td>31,380.00</td>
</tr>
<tr>
<td>FERGUSON ENTERPRISES</td>
<td>507604</td>
<td>5/28/2020</td>
<td>1,050.00</td>
</tr>
<tr>
<td>FIRE EXTINGUISHER</td>
<td>507605</td>
<td>5/28/2020</td>
<td>55.00</td>
</tr>
<tr>
<td>FPA SHOPPES AT HILLCREST</td>
<td>507606</td>
<td>5/28/2020</td>
<td>17,382.23</td>
</tr>
<tr>
<td>GRAINGER</td>
<td>507607</td>
<td>5/28/2020</td>
<td>321.28</td>
</tr>
<tr>
<td>GRASMICK PRODUCE</td>
<td>507608</td>
<td>5/28/2020</td>
<td>502.50</td>
</tr>
<tr>
<td>GREAT FLOORS</td>
<td>507609</td>
<td>5/28/2020</td>
<td>1,175.77</td>
</tr>
<tr>
<td>HALOS OF MOJO</td>
<td>507610</td>
<td>5/28/2020</td>
<td>800.00</td>
</tr>
<tr>
<td>IDAHO STATESMAN</td>
<td>507611</td>
<td>5/28/2020</td>
<td>824.52</td>
</tr>
<tr>
<td>IDENTISYS</td>
<td>507612</td>
<td>5/28/2020</td>
<td>638.00</td>
</tr>
<tr>
<td>INGRAM LIBRARY SERVICES</td>
<td>507613</td>
<td>5/28/2020</td>
<td>29,700.55</td>
</tr>
<tr>
<td>IRONCREEK</td>
<td>507614</td>
<td>5/28/2020</td>
<td>6,260.25</td>
</tr>
<tr>
<td>JDI DATA</td>
<td>507615</td>
<td>5/28/2020</td>
<td>11,000.00</td>
</tr>
<tr>
<td>LELAND CONSULTING GROUP</td>
<td>507616</td>
<td>5/28/2020</td>
<td>4,140.00</td>
</tr>
<tr>
<td>MATTHEW GROVER</td>
<td>507617</td>
<td>5/28/2020</td>
<td>800.00</td>
</tr>
<tr>
<td>MATTSON DISTRIBUTING</td>
<td>507618</td>
<td>5/28/2020</td>
<td>87.00</td>
</tr>
<tr>
<td>MEDICAL SOLUTIONS</td>
<td>507619</td>
<td>5/28/2020</td>
<td>40,000.00</td>
</tr>
<tr>
<td>MIKE MCHARGUE</td>
<td>507620</td>
<td>5/28/2020</td>
<td>13,447.10</td>
</tr>
<tr>
<td>MIZUNO USA</td>
<td>507621</td>
<td>5/28/2020</td>
<td>351.86</td>
</tr>
<tr>
<td>MOORE &amp; ELIA</td>
<td>507622</td>
<td>5/28/2020</td>
<td>4,342.50</td>
</tr>
<tr>
<td>MUSTAFA ABDULBAQI</td>
<td>507623</td>
<td>5/28/2020</td>
<td>25.00</td>
</tr>
<tr>
<td>NEURILINK</td>
<td>507624</td>
<td>5/28/2020</td>
<td>26,986.06</td>
</tr>
<tr>
<td>ORPALIS</td>
<td>507625</td>
<td>5/28/2020</td>
<td>2,706.00</td>
</tr>
<tr>
<td>OVERDRIVE</td>
<td>507626</td>
<td>5/28/2020</td>
<td>3,846.07</td>
</tr>
<tr>
<td>PAVEMENT SPECIALTIES OF ID</td>
<td>507627</td>
<td>5/28/2020</td>
<td>69.90</td>
</tr>
<tr>
<td>PDM DIVING</td>
<td>507628</td>
<td>5/28/2020</td>
<td>650.00</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Check/ACH</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------</td>
<td>----------</td>
<td>-----------</td>
</tr>
<tr>
<td>PING</td>
<td>507629</td>
<td>5/28/2020</td>
<td>741.26</td>
</tr>
<tr>
<td>QUADRANT CONSULTING</td>
<td>507630</td>
<td>5/28/2020</td>
<td>3,301.50</td>
</tr>
<tr>
<td>QUALITY ELECTRIC</td>
<td>507631</td>
<td>5/28/2020</td>
<td>4,889.79</td>
</tr>
<tr>
<td>RECORDED BOOKS</td>
<td>507632</td>
<td>5/28/2020</td>
<td>700.51</td>
</tr>
<tr>
<td>RED LION BOISE DOWNTOWNER</td>
<td>507633</td>
<td>5/28/2020</td>
<td>72,900.00</td>
</tr>
<tr>
<td>REPUBLIC PARKING</td>
<td>507634</td>
<td>5/28/2020</td>
<td>56,433.23</td>
</tr>
<tr>
<td>RIVERSIDE HOTEL</td>
<td>507635</td>
<td>5/28/2020</td>
<td>40,320.00</td>
</tr>
<tr>
<td>RODENT PRO COM</td>
<td>507636</td>
<td>5/28/2020</td>
<td>4,923.32</td>
</tr>
<tr>
<td>SCOTT HEDRICK CONSTRUCTION</td>
<td>507637</td>
<td>5/28/2020</td>
<td>195,700.00</td>
</tr>
<tr>
<td>SHAVRER LATERAL WATER USER</td>
<td>507638</td>
<td>5/28/2020</td>
<td>671.20</td>
</tr>
<tr>
<td>STEIN DISTRIBUTING</td>
<td>507639</td>
<td>5/28/2020</td>
<td>62.93</td>
</tr>
<tr>
<td>SUN MOUNTAIN SPORTS</td>
<td>507640</td>
<td>5/28/2020</td>
<td>25.80</td>
</tr>
<tr>
<td>SUNROC</td>
<td>507641</td>
<td>5/28/2020</td>
<td>726.00</td>
</tr>
<tr>
<td>SUSAN MANIKA</td>
<td>507642</td>
<td>5/28/2020</td>
<td>25.00</td>
</tr>
<tr>
<td>SWIRE COCA COLA USA</td>
<td>507643</td>
<td>5/28/2020</td>
<td>454.08</td>
</tr>
<tr>
<td>SYSCO GENERAL FOODS SERVIC</td>
<td>507644</td>
<td>5/28/2020</td>
<td>554.39</td>
</tr>
<tr>
<td>T-O ENGINEERS</td>
<td>507645</td>
<td>5/28/2020</td>
<td>22,581.22</td>
</tr>
<tr>
<td>TEKSYSTEMS</td>
<td>507646</td>
<td>5/28/2020</td>
<td>41,520.00</td>
</tr>
<tr>
<td>TRANE US</td>
<td>507647</td>
<td>5/28/2020</td>
<td>371.00</td>
</tr>
<tr>
<td>USTICK DITCH ASSOCIATION</td>
<td>507648</td>
<td>5/28/2020</td>
<td>1,920.00</td>
</tr>
<tr>
<td>VERONICA HUNTER</td>
<td>507649</td>
<td>5/28/2020</td>
<td>25.00</td>
</tr>
<tr>
<td>VIRGIN PULSE</td>
<td>507650</td>
<td>5/28/2020</td>
<td>20.00</td>
</tr>
<tr>
<td>VIRGINIA DONOSO</td>
<td>507651</td>
<td>5/28/2020</td>
<td>50.00</td>
</tr>
<tr>
<td>WARDS GREENHOUSE</td>
<td>507652</td>
<td>5/28/2020</td>
<td>5,145.27</td>
</tr>
<tr>
<td>WARM SPRINGS DITCH</td>
<td>507653</td>
<td>5/28/2020</td>
<td>75.00</td>
</tr>
<tr>
<td>WEIDNER &amp; ASSOCIATES</td>
<td>507654</td>
<td>5/28/2020</td>
<td>119.67</td>
</tr>
<tr>
<td>WESTERN SYSTEMS &amp; FABRICAT</td>
<td>507655</td>
<td>5/28/2020</td>
<td>16,328.00</td>
</tr>
<tr>
<td>BANK OF AMERICA</td>
<td>1540</td>
<td>5/27/2020</td>
<td>135,423.35</td>
</tr>
</tbody>
</table>

**Total Amount:** 1,628,665.04
I. CALL TO ORDER

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

II. MINUTES ACCEPTANCE

1. Planning and Zoning Commission Minutes – January 6, 2020
2. Planning and Zoning Commission Minutes – January 13, 2020

III. DEFERRALS

2. CAR19-00031 / Fig Village at Parkside LLC
   511 N Maple Grove Rd
   Rezone of 5.16 acres from M-1D (Light Industrial with Design Review)
   zone to C-1D/DA (Neighborhood Commercial with Design Review
   and Development Agreement) zone. Nicolette Womack

   RESULT: APPROVED [UNANIMOUS]  
   MOVER: Milt Gillespie, Commissioner
   SECONDER: Jennifer Stevens, Commissioner
   AYES: Jennifer Stevens, Milt Gillespie, Janelle Finfrock, Meredith Stead
   ABSTAIN: Ben Zuckerman
   ABSENT: Jim Bratnober, Bob Schafer

   UNANIMOUS APPROVAL TO TABLE ITEMS
   ALL IN FAVOR, MOTION CARRIED

Next: 3/2/2020 6:00 PM
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE:
CAR19-00031 / FIG VILLAGE AT PARKSIDE LLC
and
PUD19-00041 / FIG VILLAGE AT PARKSIDE LLC
511 North Maple Grove Road

TRANSCRIPT OF RECORDED PUBLIC HEARING
MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JENNIFER STEVENS
MILT GILLESPIE
JANELLE FINFROCK
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
CHAIRMAN STEAD: Is there anyone present -- oh.
So. Okay.

So first, we have a request to defer Item No. 2, which is CAR19-31, Fig Village at Parkside LLC, requesting deferral to March 2nd. This is 511 North Maple Grove Road. It's a rezone from M-1D to C-1D/DA.

May I have -- is there anybody present tonight wanting to testify who cannot return on March 2nd?

No. Seeing --
Commissioner Gillespie.

COMMISSIONER GILLESPIE: Madam Chairwoman, I move that we defer Item 2 CAR19-31, PUD19-41 to our March 2nd, 2020 meeting.

COMMISSIONER STEVENS: Second.

CHAIRMAN STEAD: Second from Commissioner Stevens.

Clerk, please call roll.

THE CLERK: Gillespie.

CHAIRMAN STEAD: Clerk.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.
THE CLERK: Stevens.

COMMISSIONER STEVENS: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

(End transcription at 0:06:00 of audio file.)

-o0o-
5. **PUD19-00040 / J B Earl Company**  
7201 W Fairview Ave  
Conditional use permit for a mixed use planned residential development comprised of 235 multi-family units and approximately 11,000 square feet of commercial space on 5.4 acres located in C-2D (General Commercial with Design Review) zone. Leon Letson

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
<th>Next: 3/2/2020 6:00 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Milt Gillespie, Commissioner</td>
<td></td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Janelle Finfrock, Commissioner</td>
<td></td>
</tr>
<tr>
<td>AYES:</td>
<td>Jennifer Stevens, Milt Gillespie, Janelle Finfrock, Meredith Stead</td>
<td></td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td>Ben Zuckerman</td>
<td></td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Jim Bratnober, Bob Schafer</td>
<td></td>
</tr>
</tbody>
</table>

**UNANIMOUS APPROVAL TO TABLE ITEMS**  
**ALL IN FAVOR, MOTION CARRIED**
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE: )
)
PUD19-00040 / JB EARL COMPANY )
7201 W Fairview Ave )
)
______________________________ )

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JENNIFER STEVENS
MILT GILLESPIE
JANELLE FINFROCK
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
COMMISSIONER STEVENS: ... that the former motion took care of both of those items for Item 2.

CHAIRMAN STEAD: Thank you. Okay.

Next, we have PUD19-40, JB Earl Company requesting deferral for March 2nd. It's 7201 West Fairview Avenue, conditional use permit for a mixed-use planned residential development.

Is there anybody in the audience tonight who cannot return to testify on March 2nd?

Seeing none.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I move that we defer Item 5, PUD19-40, to our March 2nd meeting.

COMMISSIONER STEVENS: Second.

COMMISSIONER FINFROCK: Second.

COMMISSIONER STEVENS: Oh. Sorry.

CHAIRMAN STEAD: Second from Commissioner Finfrock.

Will the clerk please call roll.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.
CHAIRMAN STEAD: Aye.

THE CLERK: Stevens.


THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

(End transcription at 0:07:13 of audio file.)

-o0o-
TRANSCRIPTIONIST'S CERTIFICATE

I, VICTORIA HILLES, transcriptionist, certify:

That the audio recording of the proceedings were transcribed by me or under my direction.

That the foregoing is a true and correct transcription of all testimony given, to the best of my ability.

I further certify that I am not a relative or employee of any attorney or party, nor am I financially interested in the matter.

IN WITNESS WHEREOF, I set my hand and seal this 18th day of February, 2020.

_____________________________
VICTORIA HILLES
POST OFFICE BOX 2636
Boise, Idaho 83701-2636
III. NEW BUSINESS

1. **PUD19-00042 / Kent Brown Planning**
   4831 N Five Mile Rd
   Conditional use permit for a planned residential development comprised of 15 multi-family units and 1 single family dwelling on 1.4 acres located in a L-OD (Limited Office with Design Review) zone. Kevin Holmes

   **RESULT:** APPROVED [UNANIMOUS]
   **MOVER:** Janelle Finfrock, Commissioner
   **SECONDER:** Milt Gillespie, Commissioner
   **AYES:** Jennifer Stevens, Milt Gillespie, Janelle Finfrock, Meredith Stead
   **ABSTAIN:** Ben Zuckerman
   **ABSENT:** Jim Bratnober, Bob Schafer
   **ALL IN FAVOR, MOTION CARRIED**
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE:

PUD19-00042 / KENT BROWN PLANNING

4831 North Five Mile Road

______________________________________

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JANELLE FINFROCK
MILT GILLESPIE
JENNIFER STEVENS
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:

BEVERLY A. BENJAMIN, CSR No. 710
Notary Public
INTRODUCTION

CHAIRMAN STEAD: So the first item on the agenda is item No. 1.

May we please hear from staff.

KEVIN HOLMES: Thank you.

Madam Chair, members of the Commission, before you is a Conditional Use Permit for a planned residential development comprised of 15 multi-family dwellings and 1 single-family home on 1.4 acres located at 4831 North Five Mile Road in an L-OD zone.

The property shown here in red is located on the northwest corner of the intersection of Five Mile and McMillan Roads, which is a designated neighborhood activity center in blueprint Boise.

So nearby neighborhood amenities shown in green include McMillan Elementary School and Hewett Park just to the southwest, DeMeyer Park less than three-quarters of a mile to the northwest, and Hyatt Hidden Lakes Reserve approximately three-quarters of a mile to the east.

The property backs up to single-family homes zoned R-1C to the north and west, and across the roads are a religious institution, offices, and a residential care facility. Bus stops are directly adjacent to the
property along both Five Mile and McMillan.

The property currently has a 3,437 square foot single-family home, which is proposed to remain. The proposed 15 multi-family units are arranged as two 4-plexes facing McMillan along the south, and a 7-plex facing the interior of the site. The property is bisected by the Zinger Lateral, which is proposed to be tiled with the multi-family parking built above.

As a result of discussions with the City, the Applicant has agreed to install 5-foot detached sidewalks with an 8-foot landscape buffer planted with street trees along both McMillan and Five Mile Roads.

ACHD will be widening McMillan along the property within 1 to 4 years and Five Mile within 10 to 15 years, which will require the dedication of additional right-of-way. Building setbacks have been measured from the estimated right-of-way locations per comments provided by ACHD.

Other improvements include the installation of loading zones for the existing bus stops built to the specifications of VRT. Access to the development is taken from a single full access drive off of Five Mile Road on the north end of the property, and a service drive provides vehicular access to the parking spaces internal to the site.
ACHD has stated that they may want to limit this access to Five Mile to a right-in/right-out only should conditions warrant.

A total of 32 new parking spaces and 15 bike parking spaces are provided, which meets the requirements of code. The multi-family units themselves are designed in a townhome style with two stories, front porches and back patios, and with each unit containing two bedrooms.

A variety of materials and building modulation is provided and design review approval is required, which will further ensure the project complies with the city-wide design standards and guidelines.

Amenities proposed for the development include the use of drought-tolerant plantings and Energy Star construction of the buildings, and private open spaces of at least 100 square feet are provided for each unit.

The design is compatible with the surrounding area. The height is similar to the two-story single-family residential homes directly adjacent to the property, and the 15-foot building setbacks match the rear setbacks of the adjacent R-1C zone.

Buffering to the surrounding homes is provided via solid fencing and landscaping. The density of the proposed development is 11.4 dwelling units per acre,
which is well under the 43.5 allowed in the L-O zone.

The design and density of the project is supported by multiple blueprint Boise goals and principles. Infill projects with higher densities are encouraged, in neighborhood activity centers such as this and the design features of detached sidewalks, improved transit stops, and having buildings rather than parking along the roadways are all design principles supported by the Comprehensive Plan.

Multiple comments were received past the cutoff date to include it in your packets as late correspondence. The most common concern raised among these was about site access and impacts that this development would have to traffic at this intersection. Other items brought up were also the appropriateness of residential on this property and a desire to see owner-occupied dwellings rather than rentals.

Those individuals that submitted these comments all indicated that they would also be in attendance tonight so I imagine you should hear from them shortly.

In conclusion, the Applicant's proposal does comply with the required Planned Unit Development findings. It is compatible with the general neighborhood and will provide an increase diversity of
housing options in the area.

The development is supported by the Comprehensive Plan as it constitutes infill in a neighborhood activity center and is in close proximity to parks and transit corridors.

As such, the Planning Team recommends approval of the application with conditions. For PUDs the Commission is the decision-making body and may deny, approve, or approve in part with additional conditions if desired.

Thanks, and I'll stand for any questions.

CHAIRMAN STEAD: Thank you.

We will now hear from the Applicant.

KENT BROWN: For the record, Kent Brown, 3161 East Springwood, Meridian, Idaho. Thank you.

We have reviewed the conditions and recommendations from staff and are in agreement with those. I would stand for any questions that you might have and wait to hear what the neighbors have to say.

CHAIRMAN STEAD: Thank you. We will get to questions in just a moment.

Before we get to questions, I would like to invite up -- is there a registered member here to represent the West Valley Neighborhood Association?
NEIGHBORHOOD ASSOCIATION
N/A

CHAIRMAN STEAD: Okay. Seeing none, are there questions from the Commission?

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I have a question for the staff.

So I did notice the rental versus owner-occupied discussion. As far as I'm aware, neither the code nor the Comprehensive Plan really makes a distinction between rentals and owner-occupied. Is that the City's perspective on that particular issue?

KEVIN HOLMES: Madam Chair, Commissioner Gillespie, that is correct.

COMMISSIONER GILLESPIE: Thank you.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: Question for staff: Is there a minimum requirement of square footage for open space on developments over an acre? I saw one for under an acre, but I didn't see over an acre.

KEVIN HOLMES: Madam Chair, Commissioner Finfrock, so in our code it breaks out, as you saw, the amenities for PUDs. For those under an acre, the
amenity that is required is a minimum 100-square foot open space. For those over an acre, it provides a list and then leaves it open for other alternatives.

So in this case the Applicant has proposed that a minimum square open space of 100 square feet is also included as one of their amenities.

COMMISSIONER FINFROCK: Thank you.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I had a related question, and that was whether or not -- I noticed that in the application materials there was a subtraction for the Zinger Lateral in terms of acreage. And I just want to make sure that there -- I want to make sure for the record that I am clear on which acreage we used and staff used for making the recommendations that you made, whether it was the 1. whatever or the .95.

KEVIN HOLMES: Madam Chair, Commissioner Stevens, we used the total amount. The subtraction that you see in the staff report is merely provided as an example to show some of the site constraints that do exist on the property that, in essence, creates a smaller buildable area.

COMMISSIONER STEVENS: Thank you.

CHAIRMAN STEAD: Any other questions?
COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Just to carry that point through to what I thought the logical conclusion was, it was that the City is comfortable with narrow internal setbacks and the lot sizes. I thought that was kind of where you were going with that subtraction argument.

KEVIN HOLMES: Madam Chairman, Commissioner Gillespie, the reasoning that staff was using didn't really have to do with setbacks but rather just the amenities, the amenity count that is provided and the type.

COMMISSIONER GILLESPIE: Thank you.

CHAIRMAN STEAD: Actually I have a question, Mr. Holmes. Is there -- was there consideration with the -- I know that there was, parking was above the requirement. Did you consider reducing some of the parking to make way for further amenities?

KEVIN HOLMES: Madam Chair, that discussion was had with the Applicant, and they were pretty adamant that -- and I'm sure they can answer that as well -- that two spaces per unit was appropriate and they didn't want to go any lower than that.

CHAIRMAN STEAD: Thank you.
Any other questions?

PUBLIC TESTIMONY

CHAIRMAN STEAD: Okay. I will go to the sign-up sheet now.

First up we have Kelsey Robbins followed by Mr. Emmel and then Mr. Robbins.

And please start with your name and address.

And you can move the microphone down a little bit.

Thank you.

KELSEY ROBBINS: Very nervous.

CHAIRMAN STEAD: Me too. It's my first public hearing doing the chair position.

KELSEY ROBBINS: My name is Kelsey Robbins and my address is 10755 West Treeline Court in Boise.

I have lived in my neighborhood, this neighborhood, for the past 30 years. I went to elementary, middle, and high school here. And this is where I now raise my two daughters, who have also gone to elementary school, middle school, and high school here.

I pass this property at Five Mile and McMillan up to a dozen times per day, mostly in my car but often when walking with my kids or my dog. I feel I am well qualified to anticipate the problems with the proposed development and offer a reasonable solution.
My biggest concern is the traffic and parking congestion that this development creates right on the corner of this very busy intersection. The planned 15 family units, plus a single-family home include only the minimum 31 parking spots required for 16 families. Two of those are marked handicapped, only leaving just 29 spaces accessible to everyone, technically just 1.8 vehicles per family. Is there anyone here that owns just 1.8 vehicles?

Where will visitors park and where will the cars of teen drivers go? I can tell you. Excess cars and trucks will line Five Mile and McMillan limiting visibility for drivers and pedestrians and forcing residents of the new development to enter and exit their vehicles on busy streets and in bike lanes.

Across the street from the development near a small assisted living facility is McMillan Elementary. This school serves only our neighborhoods. Students are not bussed in. They walk and ride their bikes. The intersection at Five Mile and McMillan is already dangerous for these kids, but congested roads, parked vehicles along the sidewalk blocking visibility and additional traffic will make this intersection more dangerous to pedestrians and these school children. It is irresponsible to ignore this.
The current plan allows entry and exit to the property from any direction. Therefore, a man traveling north along Five Mile wishing to turn left into the property will have to stop just a few car lengths past the intersection and stop on a single-lane road blocking traffic behind him while also waiting for the traffic in the opposite direction to ease and allow him to turn in.

Five Mile is historically clogged for three-quarters of a mile between 4:30 and 5:30 p.m. daily during the week. Adding a minimum of 30 cars continually entering and exiting this property on the corner of this intersection will have a negative effect on everyone commuting within the area. In fact, ACHD has already reserved the right to create a right-turn-in/right-turn-out only pattern anticipating this problem.

So I have the following suggestions: Require that the developer work with ACHD to create no parking zones along Five Mile and McMillan bordering the property and just beyond in order to discourage on-street parking near the busy intersection and keep our pedestrians and cyclists safe.

Do what ACHD has already reserved the right to do, create a right-turn-in/right-turn-out system only on this corner. If that is impossible, work with ACHD to
create a do-not-block intersection space in the road to allow for the movement of traffic in and out of the property swiftly.

I understand that this proposal meets the minimum requirements --

THE CLERK: Time.

CHAIRMAN STEAD: Thank you.

Next up is Edward Emmel followed by Donovan Robbins.

EDWARD EMMEL: Thank you. For the record, Edward Emmel, 4714 North Buckboard Avenue.

Our neighborhood is immediately south of McMillan and west of Five Mile Road. So we are right next to, across the street from this proposed development.

My neighbors and I are opposed to this development because of the negative impacts, as we earlier mentioned, increased traffic and congestion. This kind of development seems inconsistent with the other three corners that we have now, in that it's going to create so much traffic with that increased neighborhood activity.

It just seems important to understand the rationale for such a modification to the zoning rules that have applied to the neighborhood that neighbors
have come to expect, or have in the past, similar to what already has been developed on the other street corners. Thank you.

CHAIRMAN STEAD: Thank you.

Donovan Robbins.

DONOVAN ROBBINS: Thank you. My name is Donovan Robbins. I live at 10755 West Treeline Court.

So I just want to take a moment to talk about the process so far. I live about a half mile away from the property and I pass it daily. Even though this is part of what I would consider my neighborhood, I was not included in the area of impact so, therefore, I didn't receive a notice for the first hearing and didn't have a chance to speak to that. Afterwards -- because I guess notices are only sent per about 300 yards around a development.

In addition, the affidavit and pictures provided to Planning and Zoning proving the public hearing sign was posted as required are so distant that it's impossible to see the information on the sign. And, in fact, the sign was incorrect with both, I believe, the case number and the contact number at the Department of Zoning and Planning. So, therefore, we couldn't contact who we needed to talk about this information.
The original date of the hearing was scheduled for February 4th. I know we had some neighbors that were planning on attending, but then a deferment was requested and granted, which then allowed this meeting today. So we decided to come to this one.

No new notices posted when they have a deferment, I guess? So, therefore, by moving it, it felt a little suspect there.

Again, just having all these little issues, it almost feels like it was, in a way, to take away the chance for us to have public comment on this project.

So with the lack of updating the dates, having the incorrect information on the sign, and just not having to correct it after getting a deferment, it just seems -- it seems like if we don't have the right information on the sign, they should have to restart and give us time to get everybody involved. So thank you.

CHAIRMAN STEAD: Thank you, Mr. Robbins.

Next we have Mare Humeston, followed by Gertrude Hudson and Jim Hudson.

MARE HUMESTON: I have a USB. I have an app problem here. (Pause.) Okay. I have a hard copy. Do you have an objection?

Okay. The file is not openable, I'm sorry.

He said it has to be Microsoft, which I wasn't informed
Thank you for the time to address this hearing. My name is Mare Humeston, and I live at 10732 Cranberry Street in Boise.

I am here to offer our comments on the request for a Conditional Use Permit for the planned apartment complex. Leather and Suede is a single-family home subdivision. We respectfully request that zoning not be changed to accommodate multi-family units on the northwest corner for apartments.

We chose our homes here because we prefer to live in a single-family home neighborhood. We want to live in a less dense area. Those here purchased our homes understanding and preferring the constraints of the existing zoning ordinances. The new owner of this property also purchased knowing the existing zoning. Changing the zoning onto this property after we have invested in our homes affected is not reasonable to us.

As a general rule, those who rent regard their housing as temporary, disregard for the quality of our life is the result. By its very nature rental housing is meant to free the renter of obligations; someone else must take care of all the problems. Homeowners must take care of these issues themselves, and having neighbors invested in their permanent homes helps the
neighborhood thrive. Infuse half again the number of existing homes with rental units and you have negatively impacted our neighborhood.

The traffic issue is one that is not livable. If you look at the proposed site and plan, there is one exit/entrance option for the project. The project plan requires that the McMillan exits be closed. The results will be for residents to exit onto Five Mile heading south either go through the intersection and turn right onto Patty and right onto Buckboard and then right onto McMillan to proceed eastward; or they will exit onto Five Mile, immediately turn right on McMillan, another right on Leather Way, right on Cranberry, and then to make a left on Five Mile to proceed north.

This additional traffic goes through our neighborhoods where children ride bikes and play outside. We have seen too much increased traffic flow from people who don't want to wait at a traffic light already. ACHD is currently in the process of installing a protected crossing at McMillan and Leather Way to help mitigate pedestrian danger.

Finally the project states that the driveway plan on Five Mile is temporary. Why in heaven's name would this be a temporary driveway? The only reason I can think of is that this is only the first phase of the
project, and the nearly 100-year old house existing
there will be razed and more apartments built since the
hurdling of zoning will be already accomplished.

As it is, the driveway is only 287 feet north
of the intersection that sees up to 10-minute backups.
To recommend a modification of the policy to accommodate
the developer just because there isn't another option is
outrageous. The project is not suited for this site.

Please, I beseech you, do not allow this
change in zoning that will impact our neighborhood
negatively. Those of us who invested in making Boise a
great place to live deserve more consideration than to
rubber stamp more uncontrolled growth in a valley that
has very limited resources as it is.

THE CLERK: Time.

MARE HUMESTON: And I do have this if you
would like.

CHAIRMAN STEAD: We can't accept that up here
now. I'm sorry for that.

MARE HUMESTON: Okay. Do you want the file,
the diagram or --

CHAIRMAN STEAD: We can't accept -- we can't
receive new information, new handouts after the cut-out
date.

MARE HUMESTON: Okay. I would suggest then
that you please let people know the file formats that
you need.

CHAIRMAN STEAD: Thank you. Thank you,
Ms. Humeston.

So next we have Gertrude Hudson followed by
Jim Hudson.

GERTRUDE HUDSON: I would like to introduce
myself. I am Gertrude Hudson. My husband and I, my
husband Jim and I have been living in the Hickory
Subdivision just north of this proposed development for
the last 32 years. We built our own home and I designed
three homes in that area. I'm an architect and
residential designer.

I am concerned about a few things. One, of
course, is the traffic that would be generated;
vehicular, pedestrian, bicycles, baby strollers, you
name it, a great deal more traffic of all kinds added to
the already heavy traffic on Five Mile in that busy
intersection.

Number 2, I'm concerned about the children.
They have no safe place to play in this development,
that I can see, and I think there is an accident waiting
to happen on the roadway or in the development with all
of the cars that are going to be parked there and moving
within the development.
Number 3, I think there is a quality of life issue. Families will have no private outdoor spaces. No one will be able to sit under the shade of their own tree. And I want to know where the trees are in this City of Trees.

Number 4, I'm concerned about the impact on the existing neighbors; increased traffic, noise pollution, invasion of privacy, for the people on the west side especially, and a drop in their property values.

Number 5, I believe that any new development within our city should be an asset to the neighborhood and should enhance the lives of its residents, should be compatible with the surrounding area.

This development does not fill these requirements, in my mind. And with my experience, I think this project is a bad idea. Thank you.

CHAIRMAN STEAD: Thank you, Ms. Hudson.

JIM HUDSON: I'm the other half of the lady that just talked to you. Jim Hudson, 5038 North Leather Place.

I'm not -- I have two concerns looking at the map, and one of them is that ditch that runs through. I
haven't seen anything that says it's going to be buried or -- because it's now an open ditch, and that would be disastrous for that many families. But I'm assuming that it would be covered, would have to be covered in order to carry out any kind of residences built there.

The other is, when you have got that many people and they are all rentals, then you have housing problems all the time with rentals, because the person who owns the house and is responsible for its upkeep isn't there.

I have a proposal. My wife has a degree in residential design with solar application, and she is aware of the housing crisis that we have in Boise, and especially with the mayor saying that one of the things she wants to accomplish is affordable housing.

And so Gertrude has taken up this as a personal little project to see if she could do something to help this. And so she has designed several small houses. She did one for a man that is developing houses up in McCall, and it was a 400-square foot house, which is adequate for a family.

But she has designed seven or maybe eight houses that would go in the place of those 15 houses, and each person then -- each family would have a house and have property to care for. And she would be happy
to help the developer design houses of about 700 square
foot with a loft on it if they decide to build on the
property and not have that type of housing.

THE CLERK: Time.
CHAIRMAN STEAD: Thank you, Mr. Hudson.
Next is Ann West followed by Rick Visser.
ANN WEST: Hi, my name is Ann West. I live at
4815 North Farrow Street. We built our home on the
corner of the Hickories.

I want to thank you for allowing us who will
be impacted by the proposed rezoning and development
plan on Five Mile and McMillan Roads an opportunity to
present our concerns and be heard.

Though this meeting was scheduled for last
week and I had prior commitments, I was unable to
attend, I am thankful that a neighbor informed me of the
reschedule. However, I am disappointed that this
reschedule seemed to be swept under the rug and was not
posted as before on the building site. I saw numerous
people stopping along the road and checking out the
proposed meeting and the plans.

I do have three major concerns. First off, I
live two blocks away on McMillan Road and am very
concerned with traffic congestion currently and very
alarmed that we could have another 15 to 45 additional
vehicles added to this intersection three times a day during peak commuting hours, and it could be even more like 60 cars a day.

Currently traffic exiting east and west off of Chinden, or Highway 26/Highway 20 Boulevard, it backs up from Chinden all the way to McMillan during these heavy traffic times.

At Chinden there are four lanes where traffic funnels down into Five Mile. There is no additional room, and this will add more traffic delays even to the south of McMillan Road onto Ustick as well, as traffic coming up that way is very heavy.

Earlier it sounded like there was going to be a road change maybe 1 to 4 years down the road, but are we not putting the cart before the horse here? If there is two bus stops, I don't see very many people using the buses currently at Five Mile and Farrow area.

Secondly, if the developer wants to add apartments to the single-family homes in the area, I would be more in favor of townhomes or condos that would bring long-term ownership rather than apartments that often have temporary high turnovers and maybe even more crimes, rather than home ownership.

Third of all, most importantly, is the current road layout with two lanes, traffic going north and
south and east to west of this intersection does not allow for this increase in traffic. There is no turn lane for residents in the proposed area going, pulling into or out of that new proposed area.

Homeowners currently in the subdivision areas have to enter onto Five Mile, have to go through the subdivisions or go to McMillan just to get to the intersection to be able to turn, because exiting the Hickory Subdivision onto Five Mile there is heavy delays with no stoplights there.

So again, we have bike lanes that we have to address --

THE CLERK: Time.

ANN WEST: Thank you.

CHAIRMAN STEAD: Thank you, Ms. West.

Next is Rick Visser.

RICK VISSE: Good evening, Madam Chair, and members of the Planning and Zoning Commission. My name is Rick Visser. I reside at 12080 West Hickory Drive, 83713, and I have lived in this home with my family for over 30 years.

I have heard several good testimonies tonight, and I agree with those. These neighbors of mine have presented factual information on what would happen if this Conditional Permit Use was approved.
However, I'm going to add to that and supplement it by providing some Idaho law that I believe is so pertinent to this matter.

As a practicing attorney for over 30 years, I have had several times to focus on developments and other matters. What I would like to share with you is the Idaho Land Use Planning Act, specifically the purpose, which is found in Idaho Code 67-6502. It says in part: "The purpose of this Act shall be -- that is mandatory -- "to promote the health, safety, and general welfare of the people of the state of Idaho as follows:"

Going down to subpart g, it says that "it is to avoid the undue concentration of population and overcrowding of the land." I believe this would be a prime example of overcrowding being detrimental to the safety of our people.

It is also to ensure that the development of the land is commensurate with the physical characteristics of the land. Which is what is available today is just a triangle that is not commensurate with the surrounding properties or the homeowners out there. It is a departure from the established area.

I also fail to hear anything regarding schools. The local Land Use Planning Act directs us, directs you, and directs the City Council to allow the
school districts to participate in the community planning and the development process so as to address public school needs and impacts on an ongoing basis.

We know that the schools are crowded, we know they are at capacity, and that is pertinent to any development that is beyond R-1.

I also want to focus on a long-established Idaho Supreme Court case. It's called "Bone versus The City of Lewiston," and it directs the people of Idaho, City Planners, that a comprehensive plan is merely a general guide. It is not something that has to be adhered to. The zoning ordinances need to be adhered to and so does this law from the local Land Use Planning Act.

I urge this committee to deny this Conditional Use Permit, as it does not promote the health, safety, and general welfare of our neighborhood who are all people of the state of Idaho. Thank you.

CHAIRMAN STEAD: Thank you, Mr. Visser.

So that's it for the sign-up sheet. Is there anybody else here that would like to testify on item No. 1 who did not sign up?

Please come on forward. Please remember to fill out one of the white sheets up there and start with your name and address. You have 3 minutes.
PATRICK SPOUTZ:  My name is Patrick Spoutz. I live at 912 West Brumback in Boise.

I think this is a fine project and, as the City staff said, consistent with our Comprehensive Plan. It's the kind of smart infill that allows for more housing options for people that may not be able to afford a traditional single-detached family home.

I also want to go on the record and say I disagree with the notion that renters are worse neighbors or in any way unworthy compared to owner-occupied housing, and I would be really disappointed if the City codified that in their decisions and policies.

Renters are wonderful parts of our community today, and I think we should welcome them.

With the rising price of housing in the City, we have a duty to provide more housing options for people who want to join our city, and as a result I support this project. Thank you.

CHAIRMAN STEAD:  Thank you.

Is there anybody else who would like to testify on item No. 1?

Please come forward.

BRENDA OSTERHOUT:  Hi, my name is Brenda Osterhout. I live in the Greyloch Subdivision, which is
just very close -- we access McMillan Street.

CHAIRMAN STEAD: Can you share your address, please.

BRENDA OSTERHOUT: Oh, yes. 10361 West Burntwood Court.

CHAIRMAN STEAD: Thank you.

BRENDA OSTERHOUT: I am the president of our homeowners association. There are 49 houses in there. Everyone that I have talked to is very opposed to this. To introduce rentals this close, I think all the speakers have really hit the nail on the head with what they have pointed out. I very, very much oppose the subdivision.

CHAIRMAN STEAD: Thank you. Please complete one of those white slips that are up there, and you can bring that up to us up here or staff.

BRENDA OSTERHOUT: Okay.

CHAIRMAN STEAD: Thank you.

Anybody else that is looking to testify on item No. 1? Okay, seeing none, we will invite the Applicant up for a 5-minute rebuttal.

REBUTTAL

KENT BROWN: Again, for the record, Kent Brown, 3161 East Springwood.

I believe a majority of the comments had to do
with traffic and apparently our use, too.

   It's very interesting, we have an existing
2   L-OD zone that staff spoke to, allows up to 43 units per
3   acre. We are not trying to exceed that. There was a
4   discussion of overcrowding. We are not seeking that
5   43 units per acre of that existing zone. We are trying
6   to put something that is reasonable in there.
7
   It's kind of difficult to do with that
8   existing Zinger Lateral that we are tiling through the
9   site. I believe that that is probably the reason why
10  this L-OD site that has been here for quite a period of
11  time hasn't had any other uses that would be similar to
12  that are allowed in the L-OD zone. An office, or so
13  forth, any of those types of uses, even what would be
14  considered a small retail, would not be allowed because
15  of trying to deal with the location of the Zinger
16  Lateral.
17
   We have tried to preserve and want to keep
18  that 100-year home that is there. We believe that it's
19  an asset. My clients don't want it to disappear, want
20  it to be on that site, see value in that existing home.
21  But it also does something to provide privacy for that
22  seven-plex that is behind them.
23
   They all have backyards. They have private
24  patios that are against what would be the Zinger
25
26
Lateral. The units that face, the four-plexes that face McMillan, that's kind of one of the things that the City likes is a street presence that's out there. But they also have the front of the unit where there is some privacy there.

Traffic, we only have one location, because this property is so close to the intersection, that the driveway can go. And yes, the ACHD report says that in the future that that might end up being a right-in/right-out.

I have that same experience. I live next to St. Luke's Meridian, and ITD came through and eliminated my full access, and I have to loop around and do different things to get into my neighborhood. And that's what these people that will be here, whether they were renters or landowners, they would have to do the same thing. And we believe that this is a quality development and have tried to do something that will be really nice.

The discussion about renters, but you still have a landlord that owns the property and wants to maintain his asset and keep value there.

That is all I have in rebuttal.

CHAIRMAN STEAD: Thank you.

So we will close the public part of the
hearing now, and the item is before the Commission.

MOTIONS

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: I move to approve PUD 19-42 along with the recommended and standard conditions of approval.

COMMISSIONER GILLESPIE: Second.

CHAIRMAN STEAD: Second by Commissioner Gillespie.

Is there a discussion?

Commissioner Finfrock?

COMMISSIONER FINFROCK: Madam Chair, my initial concern was that the site is large enough to accommodate the proposed use. But with the two amenities being provided, including the private open spaces referenced in the staff report, I feel like the development code standard for amenities has been met, as well as the condition of complying with the ACHD requirements so that it doesn't place a burden on transportation.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Just a couple of things I'm thinking about, and based on the really good
public testimony that we did hear. So several members talked about a rezone or that we are somehow issuing a permit that these folks, the owner, didn't sort of already have some entitlement to, and that's really not the case. This is not a rezone; it's L-OD. The zoning requirements say that they could put up to 45 units on this property. So at 15 we are well within the zone. So I don't really have any concerns about that.

Second, it is in the neighborhood activity center, and that means a lot in the City. It's clearly and specifically called out in the Comp Plan as an area where we are trying to encourage denser development. They are built to be along transit corridors. The basic idea is we need to add rooftops along the transit corridors so we can drive ridership and improve those systems.

So basically the City Council has made a policy determination that they want density in places like this because they feel otherwise it's going to be 10 miles to the west and all those cars are going to come by anyway. So that's the City Council's view and that's what we are here to implement.

Specifically with respect to traffic, so we have an ACHD report, it's very technical, nobody contested that report. It specifically says that there
will be 9 additional trips during the p.m. peak hour, and that is 2 percent, a little less than 2 percent of the current 463 trips during the p.m. peak hour currently on Five Mile. So I agree with the staff that traffic impact is minimal.

And then finally, as I said in my question, this Commissioner, I don't consider the renter versus owner issue because it's not in the City Code, it's not in the Comp Plan, and I think it raises substantial equity issues when we do that. So I'll decline to do that, and I'll strongly support the motion.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'll add in a few comments, too. I'll be supporting the motion.

A couple of things regarding the ACHD report and also our City Code and our Comp Plan as well. I think it's important to understand that we have a job up here not to be arbitrary and capricious, and this application meets the letter of our law, of our zoning ordinance.

So, for instance, just taking the parking, for instance, there is a requirement for 19 spots. This is a proposal that is giving this development 32 spots. For us as a Commission to then go in and say that's not
enough would be an arbitrary and capricious decision.

So that's not something I'm comfortable doing, and I feel it's very clear that this Applicant, with regard to that particular item, meets the letter of the code.

With regard to ACHD and the idea from a few members of the public, who, by the way, I think did give us some great testimony, but some of them had ideas about requiring no parking zones, requiring right-in/right-out now. I am not usually one to be up here in support or give kudos to ACHD, but I will say that when those requirements -- when situations and circumstances demand those kind of requirements, ACHD is there doing them.

We have several applications tonight that are good examples of that. And so I am confident that with the reservation to do those things, we'll have a -- they will be staying on top of it, and if it becomes untenable, they will make those demands on this application.

I also just want to weigh in on the renter versus owner. And I'll second what Commissioner Gillespie said with regard to equity. We hear this a lot, especially lately. In the last 5 years, obviously, we see more multi-family proposals in front of us than we ever have in the many years I've been up here doing
this. And, you know, I would implore our citizenry to
be a little more open minded to the people.

I was going to play a little trick tonight and
ask for hands, a show of hands, of anybody in this room
who has never rented. I'm not going to do that. Okay,
maybe there are a couple. I guarantee that there aren't
going to be very many.

And so I think it's really important that we
support people in this community who don't have the same
vision of what maybe some of you in this room do, that
having a yard and a single-family home to take care of
is the dream. Some people don't want that, and also
some people can't have it. And so I really have a
problem when citizens come up and use that as a reason
why a development can't go in. I strongly oppose that
viewpoint, and I will never vote on behalf of anything
along those lines.

And then I'm glad Commissioner Gillespie said
what he said about the rezone because I think that's an
important point to put on the record.

So I'll be supporting the motion.

JAMES B. SMITH: A legal point of order, Madam
Chair.

CHAIRMAN STEAD: Yes, James.

JAMES B. SMITH: I would just like to clarify
the record for purposes of the Commission's further deliberations, that the Commission certainly may consider parking impacts and parking effects beyond any compliance with the minimums, for parking minimums that would be required out of the code for this project.

CHAIRMAN STEAD: Thank you.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'll go ahead and clarify my comments.

Thank you, legal, James, you are exactly right of course. And I guess my point is that we didn't just meet the minimum on this particular one, but we have well exceeded it, from 18 to 32. So I feel comfortable that the parking impacts have been met, have been mitigated.

CHAIRMAN STEAD: Any further discussion?

Okay. Will the clerk please call.

ROLL CALL

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

COMMISSIONER STEAD: Aye.

THE CLERK: Stevens.

COMMISSIONER STEVENS: Aye.
THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

(End transcription at 55:54 at audio file.)

-oOo-
3. **PUD19-00045 / Fussy Hussy**

4916 W State St

Conditional use permit for a mixed use planned development comprised of a single family dwelling and an approximately 1,580 square foot retail building on 0.98 acres located in a PC (Pedestrian Commercial) zone. Nicolette Womack

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Milt Gillespie, Commissioner</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Jennifer Stevens, Commissioner</td>
</tr>
<tr>
<td>AYES:</td>
<td>Jennifer Stevens, Milt Gillespie, Janelle Finrock, Meredith Stead</td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td>Ben Zuckerman</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Jim Bratnober, Bob Schafer</td>
</tr>
</tbody>
</table>

**ALL IN FAVOR, MOTION CARRIED**
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE: )
PUD19–00045/ FUSSY HUSSY )
4916 W. State Street )
__________________________ )

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JANELLE FINFROCK
MILT GILLESPIE
JENNIFER STEVENS
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
BEVERLY A. BENJAMIN, CSR No. 710
Notary Public
(Begin transcription at 56:39 of audio file.)

INTRODUCTION

CHAIRMAN STEAD: Okay. Next is item No. 3, PUD 19-45. Applicant is Fussy Hussy at 4916 West State Street. It's a conditional use permit for a mixed-used planned development.

Commissioner Gillespie.

COMMISSIONER GILLESPIE: Madam Chairman, why don't we just pause for just a minute or two, let everyone resettled.

(Pause.)

CHAIRMAN STEAD: First up we will hear from staff and Ms. Womack.

NICOLETTE WOMACK: Madam Chair, Commissioners, the next item on tonight's agenda is a conditional use permit for a mixed-used PUD comprised of a single-family dwelling and a 1500 square foot retail building on 0.98 acres at 4916 West State Street in a PC zone.

For context, the property is located near the intersection of State Street and Collister Drive. Existing on the site is a single-family home which has begun conversion to a retail store as well as a garage which has been converted to a single-family home.

A condition of approval will require the Applicant obtain all necessary construction permits for
the conversion of both structures to be reviewed concurrently. This will ensure no adverse impacts to other properties and protect the public health, safety, and welfare of future occupants of these structures.

Additional site improvements will include paving the required parking spaces, and the condition will require providing street trees in the fronts and back area. The Commission also requires cross-access be granted upon further redevelopment of the adjacent properties.

These conditions of approval will bring the project into compliance with the standards of the PC zone and PUD standards. Overall the project is supported by the Comprehensive Plan, as it provides pedestrian-oriented mixed-use development along State Street where sufficient infrastructure exists and small scale retail that will complement existing services.

Some neighbor concerns we received and included in the late correspondence packet, they are here tonight and can elaborate on their concerns.

Specifically the neighbor to the east was concerned about the lack of fencing in between their property and the subject property. The Applicant has confirmed a wrought iron fence lines the majority of this property line shown in yellow. Only about 70 feet
remains unfenced.

   It's important to note that the front 40 feet of the site should remain open for landscaping and a future cross-access drive aisle, as required within the PC zone standards. It is at the Commission's discretion to add fencing improvements as a condition of approval.

   As such, the Planning Team recommends approval of the application with conditions. Thank you.

   CHAIRMAN STEAD: Thank you, Ms. Womack.

   Next we'll hear from the Applicant. Will 10 minutes be sufficient?

   KRISTIN COULTER: Madam Chair, Commissioners, my name is Kristin Coulter, North Ridge Architecture. I reside at 6426 North Hillsboro Place, Boise, Idaho 83703.

   As Ms. Womack outlined, we are seeking to switch uses at the front structure from residential to retail. And the structure located towards, more towards the back of the site off of State Street will come in compliance with City Code for a residential building.

   I think there has been a little bit of misconception about my client's intentions with the back structure. When she purchased the property, the structure was already being lived in; in fact, it was being lived in by 11 people. And there was already a
kitchen and bathroom in existence. And so I think there was some confusion about the fact that it was not actually a permitted residence.

And so now we are trying to take the steps to make that right, go through the building permit process and make sure that it's up to code and life safety measures are being met.

The Pedestrian Commercial Zoning looks for a combination of retail and residential uses, as Ms. Womack noted, which this application supports.

Optimally the three businesses that are located in that section of the street would support each other and help bring new customers to each other's businesses. Thank you.

CHAIRMAN STEAD: Thank you.

Is there anybody here representing the Collister Neighborhood Association?

If the Applicant can come, we'll have questions, we may have questions.

NEIGHBORHOOD ASSOCIATION

N/A.

CHAIRMAN STEAD: Seeing nobody from the Collister Neighborhood Association, does the Commission have any questions?

Sorry to make you come back up.
COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: I have a question for the Applicant.

CHAIRMAN STEAD: Okay. Go ahead, Commissioner Finfrock.

COMMISSIONER FINFROCK: Thank you.

Will there be a landscape buffer to address the public comment concerns?

KRISTIN COULTER: On which side of the property?

COMMISSIONER FINFROCK: I believe, based on comments, it was the side bordering the other properties.

KRISTIN COULTER: On the east side there will be a 2-foot landscape buffer in between the driveway and the existing fence.

COMMISSIONER FINFROCK: What about the other side of the property?

KRISTIN COULTER: On the other side of the property there is a 10-foot setback, which has already been landscaped, and we don't plan on encroaching upon that space.

COMMISSIONER FINFROCK: Thank you.

CHAIRMAN STEAD: Any other questions for the
Thank you.

I'll now go to the sign-up sheet. And we have Leslie Fieselman followed by Jack Fieselman and then Doris Irish. So if you can all please come forward, maybe, so we can keep it moving through.

PUBLIC TESTIMONY

CHAIRMAN STEAD: Please start with your name and address.

LESLIE FIESELMAN: I am Leslie Fieselman. My residence is at 267 Mango Drive in Eagle, Idaho. I am one of the owner-partners of Enchanting Objects. We are in the east side of the Applicant's property.

We are in our 14th year of business as tenants on that property. And the property owners, who are out of the country, asked us to please come and represent them here this evening. I know they've submitted a written statement to you, and I'll quickly address some of their concerns that are also ours.

The Applicant has a history of continuous and persistent encroachment across our property line. Both we and the property owners have asked multiple times to please cease and desist. The landlords had to finally involve Boise PD and the City of Boise to come onto her property to ask her to please remove her possessions,
plant materials, and equipment and please cease encroachment.

Unfortunately, it continues to date and will no doubt continue unless a visible and physical barrier is installed.

In addition, as the Applicant further develops the property and with the planned addition of tenants in the back, we feel a privacy fence is an absolute necessity.

We support the property owners' request that the Applicant be required to install a privacy fence on or inside her property line from pin to pin taking into account easement and vision restrictions at the front of the property. We respectfully request that this be considered a requirement for approval of the Conditional Use Permit.

In addition, in terms of the existing fence the Applicant has stated is in existence, my husband will be addressing that in his presentation. But to note, it is 4-1/2 feet inside our property line at this point.

Thank you for your time.

CHAIRMAN STEAD: Thank you, Ms. Fieselman.

Mr. Fieselman.

JACK FIESELMAN: Hi, my name is Jack
Fieselman. I live at 267 Mango Drive in Eagle, Idaho.
I'm the married labor to the partner that just talked.

I just wanted to bring up the point on the --
regarding the fence. Sorry, I'll speak loud. Regarding
the comment that there is an existing fence on the
property. Currently there is no permanent fencing on
the side of the property. There is a property line and
there is a temporary garden fence.

We have more pictures of what that fence looks
like from the front. So this is the temporary fence
that sits -- it's a little further back than -- it's
almost 12 feet back from the existing property line.
The existing property line is where the grass ends and
the dirt is. And it is just wrought iron panels that
are held up with PVC pipe and conduit. It was a
temporary fence to keep the neighbors' dogs from the
property.

As I can attest to, Saturday we had one in the
yard. He's a great dog, but the fence isn't that great,
and it does not travel the whole distance. So I'll show
you further. The one line showed -- this is from the
front of the property standing at State Street looking
back.

Some of the encroachment issues that have
occurred over time are the filling in of a drainage
ditch that drained the parking lot in front of the
Enchanting Objects place. It now causes pooling and
stuff in the parking lot. And also there has been trees
cut down and trees planted on the property by the
Applicant.

When you get towards to the rear of the
property, past the wrought iron fences, there is some
hog wire. That hog wire is just -- again, it was a
temporary fence. It curls way inside on the property.
It's not on the property line. You can see where the
property line is on that, as well as some of the
equipment that the landlords told you was still on the
property and in the space.

And this fencing is also literally just a roll
of wire that was stretched out by some gentleman to try
to keep dogs out of the space. So this is from the back
of the property looking towards State Street.

And we would just like to attest that a
private fence be installed, the same as it is on the
west side of the property currently, as you can see
there, and as it is further down on State Street on
other properties that have been installed towards State
Street.

Any questions?

CHAIRMAN STEAD: Not at this time.
JACK FIESELMAN: Thank you very much.

CHAIRMAN STEAD: Thank you, Mr. Fieselman.

Ms. Irish.

DORIS IRISH: Hello, I'm Doris Irish. I live at 4955 West South Slope Road in Emmett, Idaho. However, my property is located west of the Applicant's property at 4920 West State Street.

As of now I do approve, I agree that this is something that can happen. My concern is that the Applicant to date has continued to run her business, as of right now, without meeting any of the required code for Boise City, which I also had to meet, which took me about 12 months and a lot of money to get done when I converted my residential property into Pedestrian Commercial. I would like to see that she has to follow the same rules so that we all have a consistent base for Boise City Code.

I'm concerned about the pedestrian safety for my business. When you, Boise City, approved my project, I had to have a drop of a 2-foot fence in the front of my property for pedestrian crossing so you could see when you are pulling out of the drive to get onto State Street.

And right now the fence does drop down 2 feet, but since she's taken over the property, the landscaping
has been planted, and now it exceeds the 2 feet mark so we can't see when people are coming down the sidewalk to get out. So it's very dangerous.

We have asked her several times to keep her things on her property. The good thing for me is I have a fenced area so I haven't had as much problem with it, just mostly the landscaping issue.

We have had some issues with well and septic and sewer concerns because there is a camper in the back of her property and there are people living in it. Someone is living in the barn. Someone is living in the house, and until recently I don't even think it was hooked to city sewer.

So my concern was we have three people using one septic system, which I think since has been vacated, but there is still someone living in the camper and in the barn. So I don't know where the sewer is going and the wastewater from the person in the camper.

So I just feel that it's a concern that she is required to meet the same requirements as everyone else according to Boise City Code.

Do you guys have any questions?

CHAIRMAN STEAD: Not at this time. Thank you, Ms. Irish.

That's it for the sign-up sheet. Are there
any who did not sign up but would like to testify on
this item?

          Okay. Seeing none, I'll invite the Applicant
back up for a 5-minute rebuttal.

REBUTTAL

          KRISTIN COULTER: I just wanted to address the
issue of the fence and the statement that it was
temporary. All along their side of the property, and
I'm sorry, this is to the east, there are different
methods of fencing. But as you can tell from some of
these photos, it's extremely overgrown. It's been there
for quite a long time, most likely prior to my client
even being on the property.

          When we held our neighborhood meeting, the
idea of a fence did come up, but it was more in
conjunction to construction timing, if we were going to
put in our driveway first. And then at the time the
owner to the east was talking about themselves
installing a fence.

          And so when this issue of the fencing was
raised on Friday afternoon, at least that's when I was
made aware of it, it kind of came across as something
that the neighboring property has wanted but did not
want to pay for. And this is now kind of coming up as a
chance for a free fence for them. So I just wanted to
make the Commission aware of that.

Any questions?

CHAIRMAN STEAD: Thank you. Not at this time.

Thank you.

So we will close this portion of the hearing now and the item is before the Commission.

MOTIONS

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Move that we approve PUD 19-45 with all the conditions in the staff report.

COMMISSIONER STEVENS: Second.

CHAIRMAN STEAD: Second by Commissioner Stevens.

Is there a discussion?

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I think we are all in agreement here that the PUD is a step in the right direction on this property.

I think the only thing on my mind is do we add a condition, can we add a condition that requires a fence. And normally we would do that if there were concerns about privacy or some issue related to the site itself or the buildings that were proposed.
But here I just didn't hear that. And so at this time -- although I would be interested in your views, I just didn't hear a reason to require a fence.

I heard a lot of essentially disputes about dogs and where landscaping is and encroachments, but I'm not sure that those rise to the level of this Commission having to require a fence on a PUD. So that's where I'm at right now.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'll just add that that was my same impression of the testimony tonight, is that these are private property issues that don't rise to the level of the Commission being involved and making a fence a requirement of what is essentially a land use question. So I'll be supporting the motion.

CHAIRMAN STEAD: Any further discussion?

No?

Okay. Can we please vote.

ROLL CALL

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Stevens.
COMMISSIONER STEVENS: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

(End transcription at 1:15:00 at audio file.)

-oOo-
4. **PUD19-00043 / Southpoint LLC**

10983 W Overland Rd
Modification to a previous approved conditional use permit for the site design and circulation on 13.7 acres, and include a planned residential development comprised of 36 detached single-family homes on 4.03 acres located in a L-OD (Limited Office with Design Review) zone. David Moser

**SUB19-00076 / Southpoint Cottages**

10983 W Overland Rd
Preliminary plat for a residential subdivision comprised of 36 buildable and 7 common lots on 4.03 acres located in a L-OD (Limited Office with Design Review) zone. David Moser

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [3 TO 1]</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Motion:</td>
<td>Commissioner Finfrock moved to deny. Commissioner Zuckerman second. Motion failed.</td>
</tr>
<tr>
<td>Second Motion:</td>
<td>Commissioner Stevens moved to approve. Commissioner Gillespie second. Motion passed.</td>
</tr>
<tr>
<td>MOVER:</td>
<td>Milt Gillespie, Commissioner</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Janine Stevens, Commissioner</td>
</tr>
<tr>
<td>AYES:</td>
<td>Jennifer Stevens, Milt Gillespie, Meredith Stead</td>
</tr>
<tr>
<td>NAYES:</td>
<td>Janelle Finfrock,</td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td>Ben Zuckerman</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Jim Bratnober, Bob Schafer</td>
</tr>
</tbody>
</table>

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

IN RE:

PUD19-00043 / SOUTHPOINT LLC )

and )

SUB19-00076 / SOUTHPOINT COTTAGES )

10983 West Overland Road )

______________________________ )

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JENNIFER STEVENS
MILT GILLESPIE
JANELLE FINFROCK
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
INTRODUCTION

CHAIRMAN STEAD: Thank you.
Okay. Moving on to Item No. 4.
Can everybody please sit down, and stop talking.

COMMISSIONER GILLESPIE: Okay, you guys in the back.

CHAIRMAN STEAD: Thank you.

COMMISSIONER GILLESPIE: We see you.

CHAIRMAN STEAD: We're starting again.

COMMISSIONER GILLESPIE: Starting.

CHAIRMAN STEAD: Okay. We're on to Item No. 4, which is the PUD19-43, Southpoint LLC. It's at 10983 West Overland Road. This is a modification to a previous approved conditional-use permit. Also, SUB19-76, Southpoint Cottages, at the same address, a preliminary plat for residential subdivision.

We can now hear from staff, please.

DAVID MOSER: Thank you, Madam Chair, members of the Commission.

Before you is a modification of a previously approved conditional-use permit for a commercial planned development on 13.7 acres.

(Packet Pg. 91)
The overall site is, basically, this triangle-shaped parcel, outlined in the black-dotted line.

The modification includes an adjustment of the site design with respect to the vehicle circulation of the overall project and the addition of a 36-unit planned residential development on the four acres of the site located at the southeast corner of the subject property. The subject property is primarily zoned L-O with a small portion of commercial up in the northeast corner along Overland Road.

As you can see from the vicinity map, the property is located along Overland Road, and adjacent to the south is a Community Activity Center, centered on or at the intersection of Overland and Five Mile Road. Also, Fivemile Creek extends along the south property boundary, and it separates the project from the residential neighborhood to the south.

As stated before, there are two modifications being requested by the Applicant. The first modification includes relocating the service drive on Parcel 65, 66, and 67, and removing the traffic circle.

Back in 2015, the main service drive was
approved at this location; and in 2015, a variance from the Floodway Standards was granted. The Applicant is relocating the service drive to the north and out of the floodway. By doing so, there's no longer a four-way intersection here, so the traffic circle's no longer required. The Planning Team is in support of this since it relocates this service drive out of the floodway, and it brings it more into compliance with our code.

Finally, I would note that the improvements associated with the planned residential development are located outside of the floodway, and the project will comply with all the Floodplain Standards since the majority of the site is located within the 100-Year floodplain.

In addition to the drive aisle relocation, the Applicant is proposing a 36-unit plan or planned residential development comprised of detached, single-family homes. This development will replace two large office buildings and parking lots.

With the PUD, the Applicant is requesting reduced lot sizes and dimensions. The lot sizes will average about 2,000 or 2,100 square feet,
and the lot widths will be 22 feet. The proposed homes are two story and about 900 square feet in size. The houses will front onto the open space areas, marked in green on the map, on the site plan, which have walking paths going through the middle of them. Reduced interior side and rear setbacks of 3 feet are also requested. However, all the perimeter setbacks will be met.

Each house will provide two parking spaces within a one-car garage and a parking pad adjacent to the garage. They will take access off the service drive here and here, and the service drives will essentially function as alleys. Guest parking will be located along the south service drive adjacent to Fivemile Creek here.

The project design will provide pedestrian connectivity that ties into the overall commercial development and the surrounding neighborhood. To enhance this connectivity, the Planning Team recommends sidewalks be installed along the west and north property, adjacent to the open space and homes and crosswalks shall be provided to the north and to the south. Essentially, the Planning Team recommends sidewalks be installed where these areas are marked on the map.
These show the sidewalk connections to the north, which would connect ultimately into the commercial development, as it occurs in the future, and then to the south so the walking paths can connect into this existing walking path along Fivemile Creek.

In addition, there is a condition of approval that would require the Applicant to provide cross-access with the property to the east at such time that property redevelops.

The Applicant has expressed some concern with the sidewalks being proposed and would like to remove the section of sidewalk right here, the reason being since they already have a walking path that provides this connectivity through the development and the sidewalk isn't required, according to them, and by doing so, they can also preserve some of the landscaping that they're proposing. The Planning Team has some concerns with this in the sense that having the sidewalk along the service drive creates more of a public feel to the sidewalk, whereas forcing the traffic or the pedestrian walking through the development doesn't have that public feel and it goes right directly against the front yards and front doors of these homes.
The Planning Team did receive several letters of opposition to this from the neighbors and the HOA to the south and the Southwest Ada County Alliance in regards to the planned residential development. Their concerns were generally focused on compatibility, density, project design, and traffic.

I will quickly try to address these concerns, and I would note that the residential project is compatible with the surrounding neighborhood. Higher residential density development is encouraged along transit corridors, such as Overland Road, which has a bus route, and adjacent to or within Community Activity Centers, which is directly adjacent to the east. The project also is comprised of detached, single-family homes, which is similar to the adjacent, detached, single-family neighborhood to the south. It is also separated from this neighborhood by a large, open area which contains Fivemile Creek.

The project design does comply with all the perimeter setbacks, the parking requirements, and provides the open space amenities as per code, which
include a playground area, walking paths, and direct connection to the existing walking path along Fivemile Creek.

According to ACHD, there is capacity along Overland Road to support the project. And I would note that, according to the Institute of Transportation data, the two office buildings that are being originally proposed would actually generate more traffic than the 36 single-family homes being proposed.

In conclusion, the Planning Team recommends approval of the project since it complies with all the required findings as per code. The Commission makes final decision on the planned development and the modification and makes recommendation to City Council and the subdivision.

Thank you.

CHAIRMAN STEAD: Thank you, Mr. Moser.

We'll now hear from the Applicant.

JIM CONGER: Madam Chair, members of the Commission, Jim Conger. 4824 West Fairview Avenue in Boise.

Thanks for letting me present tonight and show you our Southpoint neighborhood.

Mr. Moser, as you can see tonight doing a
very well-detailed explanation, has been actually that
helpful through the entire process of this land
planning, utilizing this zone.

As you heard and as you can see in the
staff report, we are a great, transitional project
that will provide, really, the much-needed,
high-density -- it's medium high-density; it's not
high-density -- residential housing product in this
Neighborhood Activity Center. These homes are a great
use. There is not a lot of land left on this Overland
transit corridor roadway. It is one good left -- area
left that'll help feed this mixed-use of area. Our
homes are going to be extremely walkable to the
retail uses that exist in the pretty much built-out
Five Mile and Overland transit area.

You know, kind of showing
where we were with the Activity Center, of course, and
as you saw earlier, the future office buildings that
will actually front Overland Road, you know,
our seller on these back two parcels, is working
on getting the traction for the office components.
These rear two parcels that we are coming in with the
residential use, which is allowable in the L-O zone as
you've seen earlier tonight, it is going to be the
catalyst that helps him get his office buildings and,
you know -- off -- really, what's been for sale for quite some time and hopefully get some synergy for the balance of his office locations on Overland.

Again, we're not asking for a rezone with this application; it's the L-O zone. As you said earlier, it's property that allows for residential uses up to 43.5 units per acre. This neighborhood will be a great addition of what we like to call as-affordable-as-possible housing in, you know -- for the Boise city, specifically along this transit corridor.

Southpoint -- quickly, talking amenities -- we'll have a core, gathering, play area in the neighborhood. It is important with housing of this size to have good, outdoor, functional uses from climbing rock boulder areas for smaller kids, should they be there, or grandkids visiting, to seating benches and things of that nature.

Now, our neighborhood has over 25 percent open space, as well as -- we actually finished the landscaping -- the City's Regional Pathways. You can see, in the bottom part of my slide, the meandering path is actually existing City Regional Pathway that ties numerous other residential developments into the mix of uses at Overland and Five Mile. We will help
make that a little more aesthetically pleasing, as
I'll probably show you those photos later.

I was going to talk about connectivity.
Mr. Moser hit that very well. We've miscommunicated
with Mr. Moser; we actually don't have an issue with
the additional sidewalk required in the staff report.
The more we looked at that, the more that made sense.
So we are not asking for any changes to the staff
report, specifically don't want to lessen the
sidewalk. So we actually show that, and that
will -- is already a condition of approval that we
will not be having an issue with.

You know, I think it's truly a perfect
in-fill location for additional homes
in the Boise area at this specific Neighborhood
Activity Center. We respectfully request that you
move to approve this project in accordance with the
staff report -- no modifications to the staff report.

And with that, I will stand for any
questions. Thank you.

CHAIRMAN STEAD: Thank you, Mr. Conger.

NEIGHBORHOOD ASSOCIATION

CHAIRMAN STEAD: Do we have a representative
from the Southwest Ada County Alliance Neighborhood
Association?
Please come up.

Please start with your name and address.

MARISE KEITH: My name is Marise Keith. I'm at 3279 South Cloverdale Road in Boise, 83709, and I'm the president of the Southwest Ada County Alliance Neighborhood Association.

To start with, I'd like to say what our association likes about this development. SWACA covers Boise city limits as far -- and then goes into the county as far as Columbia Road, and so we do appreciate that this is within city limits and will not be requiring new infrastructure as far as roads or sewer goes. It is next to a Neighborhood Activity Center. We're not taking up existing farmland, we're not tearing down existing houses or existing affordable houses to build this project, and we're not evicting or displacing any neighbors, so we do support that in this way.

Neighborhood concerns mostly deal with the traffic on Overland; the density of the project; the setbacks, particularly for site -- fire safety between houses; the character of the neighborhood, which will be a lot more modern than what is currently surrounding it; and then not having enough parking for the development and using the Fred Meyer's parking lot
as overflow. As it is now, there are times when the
Fred Meyer's parking lot is fairly full. And I think
neighbors are concerned that the visitors, if they're
not able to park in the visitor parking, will use that
as kind of their overflow lot.

So with that -- let's see.

There were also concerns about the green
space requirement. I know that there is quite bit
of this lot that is undevelopable because of the flood
zone, but neighbors are concerned that there are no
public parks, really, within walking distance. I
mean, you could walk to Peppermint Park, but you would
either have to go out along Overland or meander
through a very complex path of the neighbors to the
south.

We would like -- well, I know we'll be
keeping an eye on parking in this development once it
is developed, and if it is a concern as these other
parcels come before you to be developed -- if there is
a parking concern, we would ask that the developer
would find some sort of mitigation for that.

So the connection to Fred Meyer's parking
lot -- it sounds like when Fred Meyer's (sic) was
actually built, there was no cross-access agreement
required for that, but we would ask that that
condition be kept for this parcel so that, in some
day, if Fred Meyer's (sic) does get torn down or is
redeveloped into something else, that that
cross-access can be connected at that time.

There are some -- the benefit -- well, I
had talked to the developer's representative on
Saturday afternoon when he called me, and he had said
that he had tried -- he had been trying to get ahold
of Fred Meyer's to see if they would be able to do --
come to some sort of agreement on cross-access. And I
don't know if he has any updates for that, but I would
be interested in hearing about that.

They did put sidewalk in, which was one of
our requests, and we appreciate that.

And then the other concern that many of
the neighbors had was the walking path right next to
the canal. Right now, that's not a residential area.
I mean, we do have people walking there constantly,
but with a residential area right next to an open
canal, the developer stated that there could not be
any sort of fence within a flood zone. I don't know
if that is true or not, but having children right next
to an open canal is never a good idea. And so if a
fence is able to be put in, we would ask that it be
see-through, chain-link, or wrought iron to preserve
the look of the open space in that area.

And then the other neighbor concerns were that this zoning, when it came from the County and was annexed into the City that this use was not consistent with what they were promised at that time. So you probably will be hearing about that.

And I think that is all. I'll stand for questions.

CHAIRMAN STEAD: Thank you so much. If you can stay nearby, we'll take questions from the Commission if they have any.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: I had a question for staff.

The standard residential lot size requirement for L-O zone is 5,000 square feet; is that correct?

DAVID MOSER: Madam Chair, members of the Commission, that is correct.

COMMISSIONER FINFROCK: But this application or this applicant is requesting a waiver to almost half that size. Is that...

DAVID MOSER: Madam Chair, members of the
Commission, through the PUD, they can request reduced
lot sizes, so they have requested a reduced lot size
of 2,100 square feet per lot on average.

COMMISSIONER FINFROCK: Okay. Thank you.
COMMISSIONER GILLESPIE: Madam Chairman.
CHAIRMAN STEAD: Commissioner Gillespie.
COMMISSIONER GILLESPIE: So just to follow up on
Commissioner Finfrock's point or question is -- so
what is the City's rationale for why we should deviate
from the zone requirements in this particular location
with respect to both lot size and interior setback?

DAVID MOSER: Madam Chair, members of the
Commission, the rationale for the reduced lot size and width through
this PUD is to basically facilitate the design as seen,
which is detached, single-family homes and to get the
density that we want on these types
of detached home projects.
The homes, as proposed, are compatible with
the surrounding area. It provides all the required
buffering between it and the adjacent properties so it
meets all the perimeter setbacks, and it's consistent
with the design that we'd like to see in this area, so
we were supportive of their request. And it's been
approved in -- or it's been used in -- on other
similar types of projects throughout the city, and it's worked well.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I wanted to ask a couple questions about the Fivemile Creek.

So can you just tell me -- I can't tell from our packet whether or not there is any fencing on the south side between the existing single-family homes and the creek at this time.

DAVID MOSER: Madam Chair, members of the Commission, I believe there is fencing on the south side of the creek along the back of the homes and the existing subdivision, but there is nothing on subject property, and fencing within the floodway would be prohibited. The only thing allowed in floodway is public infrastructure.

COMMISSIONER STEVENS: And so I'll follow up, if I could, Madam Chair.

With -- so then the fencing that is in the subdivision to the south must be outside the floodplain; is that correct?

DAVID MOSER: Madam Chair, members of the Commission, I would assume so.

COMMISSIONER STEVENS: Okay. And then I guess
I'll -- if I can continue this line of questioning. So with regard to the fence on the north side on the property, the subject property that we're talking about tonight, obviously, there's no recommendation for a fence at this time.

Is it primarily because most of this or a lot of this is in the floodplain, or are there other reasons that staff would recommend against putting a fence there?

DAVID MOSER: Madam Chair, members of the Commission, we recommend against putting a fence along Fivemile Creek primarily because the floodway runs right up almost to the service drive. The service drive is out of it, so any fence along there would be in the floodway.

We're trying to prevent -- or trying to promote connectivity, pedestrian connectivity and bicycle connectivity, with the site and the existing walking path that's in the -- that runs along the Fivemile Creek that's in the floodway. Putting in that fence would interfere with that pedestrian connectivity. So for those two reasons, we recommend not to do that.

COMMISSIONER STEVENS: Great.

COMMISSIONER ZUCKERMAN: Madam Chair.
CHAIRMAN STEAD: Commissioner Zuckerman.

COMMISSIONER ZUCKERMAN: This is for staff.

Is there pedestrian and bicycle cross-access to the property to the east?

DAVID MOSER: Madam Chair, members of the Commission, the actual, existing walking path that runs along the creek does actually terminate in the parking lot of the Fred Meyer. You can see the path right here and that it actually terminates right there, and that is a bicycle, pedestrian walking path, I believe.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: So I guess I want to ask -- just a clarification point for the record. I think it's important that we get a little more information on this on the record.

With regard to the lot size and the request to reduce those -- and so, specifically, you mentioned the perimeter setbacks that are all being met for the zone. So can you just explain why that matters as we look at the application as a whole so that, you know, the Commission can be clear about what the significance of that is and so can the audience, the citizens.
DAVID MOSER: Madam Chair, members of the Commission, as we're talking about the perimeter setbacks, we're talking about the setbacks that basically run along the perimeter of the property, really, the only main one would be between this development and the east property line and then the neighbors to the south, but there's a large open space between them and the project. The main thing about keeping the perimeter setback is because it reduces the adverse impact of this development on the adjacent property, protects the privacy, reduces light and noise impacts, things of that nature, by preserving those setbacks.

The interior setbacks are enclosed within the overall development. Given the lot sizes, given the design, these interior setbacks will not impact these adjoining properties due to the separation and the buffering.

COMMISSIONER STEVENS: Madam --

DAVID MOSER: Does that answer your question?

COMMISSIONER STEVENS: It certainly does.

Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: So I guess I'll just wrap up by asking then -- or just clarifying again so we've
got a good record on this that, really, these -- the interior setbacks really only impact the people who choose to live in this development, correct, and choose to buy houses here?

DAVID MOSER: Madam Chair, members of the Commission, that is correct.

COMMISSIONER STEVENS: Thank you.

CHAIRMAN STEAD: Any further questions from the Commission?

No. Okay.

PUBLIC TESTIMONY

CHAIRMAN STEAD: We'll move on to the sign-up sheet, and I've been told that there's a gentleman with young children trying to get them to sleep and wanted him -- I don't know his name, but wanted to invite him up first to testify if he's still here.

No. Maybe.

UNIDENTIFIED SPEAKER: Too late.

CHAIRMAN STEAD: Yeah. Sounds like maybe he left.

Okay. First up then is Marise Keith, followed by Glenda Talbutt.

COMMISSIONER STEVENS: Marise went already.

MARISE KEITH: That was me.

CHAIRMAN STEAD: Oh. Thank you. Okay.
Marise Keith has already spoken as a representative of the neighborhood, so then we have Glenda Talbutt followed by Donald Grimes and then David Peterson.

So if everybody can --

GLENDA TALBUTT: Glenda Talbutt.

I did not realize it was a sign-up sheet to speak.

CHAIRMAN STEAD: Oh. Okay.

Glenda Talbutt is waiving --

COMMISSIONER GILLESPIE: We're glad you're here.

CHAIRMAN STEAD: -- is waiving her right to speak.

Moving along. Then we have Donald Grimes followed by David Peterson.

Is Donald Grimes here?

Yes. Great.

Please start with your name and address, and you'll have three minutes.

DONALD GRIMES: Okay. I'm Donald Grimes, and I live --

CHAIRMAN STEAD: You can go ahead and pull the microphone up a little bit.

DONALD GRIMES: -- and I live fairly close, 1797 South Rustic Mill Place. And I'm a professional
engineer since 1974, and I mentioned this only because the oath of a professional engineer is to keep public safety and quality of life in mind when we're going through these things.

So I was just curious. Do any of you on the Commission live anywhere in the area of Five Mile and Overland? Can I have a show of hands?

CHAIRMAN STEAD: Sorry. We won't be taking questions at this time.

DONALD GRIMES: Okay. Because knowing that area, I think, is important here. A number of my concerns I have learned as I listened already. I would like the Zoning Committee -- Commission here to keep the wonderful quality of life that we currently have in Boise and into the future. I keep quality of life in mind as becoming more important than tax revenue.

First thing I wanted to mention, and it's already been talked about, was the families that are just south of this development on Inglin Drive. When they moved in, they were promised that the area that we're discussing here would never have homes on it, and somehow the zoning has gotten changed in order to allow things to move forward, so now that rubs me a little bit the wrong way.
Anyhow, 36 homes in four acres, in my mind, is quite a few homes. How many cars per day are we going to have in and out, going out onto Overland Road, which is -- in the last four years, has increased traffic tremendously?

Where are the parks? They've got one small park in there for kids. Since these are homes and we'll have kids in that area, I was wondering if maybe we could reduce the number of homes by a few and give the kids a decent-sized park to actually work in.

Where are the families with dogs going to walk their dogs in order for the dogs to do their business, you know? Who's thought about that?

And then we take a look at the safety of that Fivemile Creek. I was going to propose a fence, and I guess that is not allowed. That kind of boggles my mind. We take a chance of drowning a kid in that creek through the summertime. It'd be an ideal place for them to want to go play.

And then the short amount of distance between homes, like 6 feet between homes, that concerns me from the fire standpoint. If one home starts to burn in that small -- you're going to burn down the whole neighborhood.

So let's talk about parks for just a
moment since I've got another minute here. Looking at a map, which I wished I had a way to project -- around Five Mile and Overland Road, there's five new housing --

THE CLERK: Time.

DONALD GRIMES: -- areas and no new parks.

CHAIRMAN STEAD: Thank you, Mr. Grimes.

DONALD GRIMES: We're done?

CHAIRMAN STEAD: That's time.

DONALD GRIMES: Okay. Is there any way I can leave any of this with you?

CHAIRMAN STEAD: We can't accept any documents --

DONALD GRIMES: Okay.

CHAIRMAN STEAD: -- after the cut-off date.

DONALD GRIMES: Thank you.

CHAIRMAN STEAD: Thank you.

Next is David Peterson followed by Chuck Yates.

DAVID PETERSON: My name is David Peterson, and I live at 11046 West Inglin, and our property backs up to Fivemile Creek and overlooks the proposed area for the development.

When we bought our place about seven years ago, we were told that it was going to be all office
and not residential. That concerns me.

The density of the whole project bothers me -- 6 feet between homes. These are going to be 30-something feet tall. I can't imagine having to do any maintenance when you've got 3 feet to put a ladder up to do any painting or any of that kind of thing, to do it safely. And, you know, homes do require maintenance.

They are 900 square foot homes with a single-car garage, and I think most of you in smaller homes realize that garages, for the most part, take up storage that you can't get into your home, and that leaves the car sitting out in the driveway or wherever. 36 homes, maybe two cars per home -- I don't know -- 72 cars. And that area's -- is all going to be paved.

The water run-off onto asphalt or from off of that -- it seems to me that it's going to be enhancing flooding, which doesn't exist now because it's bare ground.

Those are my comments. I had not intended to speak. I was -- but apparently, I signed up unbeknownst to me, but those are my concerns.

COMMISSIONER GILLESPIE: You should meet that nice lady in the back.
DAVID PETERSON: Yeah.

CHAIRMAN STEAD: Thank you, Mr. Peterson.

DAVID PETERSON: So thank you.

CHAIRMAN STEAD: Next is Chuck Yates.

COMMISSIONER GILLESPIE: Good job.

CHUCK YATES: Let's see if this works. It does.

Good evening. My name is Chuck Yates. I live at 11215 West Inglin Court in Boise, 83709. I do live within the 300-foot circle of this project.

Tonight, my concern is about the safety of this project. I have a degree in fire-prevention technology, 30 years as a structural fire-fighter, and over 15 years as a fire marshal with state and federal credentials. I have fought fires in Paradise and watched house after house burn to the ground without defensible space.

When it comes to fire safety, please know that your code has been developed over 150 years. It reflects fire history where people have died, structures have been lost. When people die due to the exits being blocked or insufficient, the code adds panic hardware or more exits, as examples. When conflagrations have occurred, then building construction modifications have been made. The code for different occupancies varies with the type of
occupancy. Hotels are different than offices; restaurants are different from retail. The code zeros in on structures with cooking and sleeping activities because that's where most of the destruction and fatalities occur.

In this project, the developer is starting with an office-retail requirement, L-OD, changing it to a dwelling with cooking and sleeping. And tonight, they're asking it to be reduced even greater with the -- from the code requirements.

In my past, when a project either couldn't meet the code requirements or the developer wished a variance that increased the project's hazard, like increasing the density or exposure to their neighbors, I increased their built-in safety. These homes will be so close that when one catches fire, and it's only a matter of time, it will easily spread to their neighbors. I would advise that if they can have this density, that they be required to have sprinklers in each of the homes in accordance with NFPA 13-R and that the exterior walls be one-hour construction.

Please remember that at this density, it's not if a fire happens and spreads, but when. And you are building safety into the structure to protect people and property.
Another thought: Please remember that the code is the minimum requirement. Tonight, you are considering dropping the minimums over 50 percent. Please don't let them choose profit over safety.

Any questions?

CHAIRMAN STEAD: Thank you, Mr. Yates. Not at this time.

If everybody can please hold your applause; this is not the time for that. Thank you.

Moving on. We have Richard Beeler and then Kurt Thaement (sic).

RICHARD BEELER: Try and hurry, since we're taking a long time.

My name is Richard Beeler. I live at 2041 South Wilde Creek Way. I live in the houses just to the south of here.

I didn't come with prepared talks, but as I've listened, I've had more concerns raised than I've had concerns put to bed.

I'm not against developing this land. Right now, it's an open field. I'm not even against residential development on this land, but I share concerns with pretty much everybody that's talked so far.

Primarily, I'm concerned with safety. My
primary concern with safety is that I'm a father of
two children that use the community parks around here,
and that's their favorite place to go. If you look at
this development, it has one play structure for 36
homes. I guarantee you that since these houses are
smaller and less expensive, the people that live there
will be starting families, young families, and they
will need to use that structure. In order to get to
the closest playground, they either have to cross the
creek, which we've said we can't put a fence over, or
they have to walk up and down Overland or Five Mile,
which are very, very busy. I would propose that if
they are going to approve this that there be some type
of requirement for additional play space for children,
because that's my primary concern.

Regarding that, we had talked about not
being able to put a fence in because it was in the
floodplain. But then we said that was to keep
connectivity, right, to keep access to this walking
path. In the next sentence, we said that the walking
path terminates at Fred Meyer. So this walking path
lets them walk from their house to a fence; right?
What is the connectivity that is accomplished by
keeping this walking path in place? I would propose
that if you're going to build residential houses next
to a creek that you remove or relocate the walking path and replace it with a fence to protect the children.

And that's all I have to say. Thank you.

CHAIRMAN STEAD: Thank you.

Next, we have Kurt Thaement (sic) and then Roger Wood.

KURT THAEMERT: My name is Kurt Thaement, and I live at 11062 West Inglin Drive. And I'm also one of the neighbors that backs up against, like Dave -- lives next door to me.

And one of our concerns -- again, I don't think we're opposed to development back there. But we've had the property for 18 years, and it was stated when we purchased our property that that was going to be more of that office space. I know that it -- the developers said that by putting housing in there, it will increase the opportunity for them to market that for further office-space-type things. Or will that -- they be back here trying to change that, the zoning for that, to allow more housing for the rest of this development? So that's one of my concerns.

Having Fivemile Creek right there, we have a fence. Our subdivision does have a fence, a border fence on our -- like our backyards. And I know that
that's a big safety concern, just as that gentleman who spoke before me with kids going in there. I'm a little confused that it's not allowed to build a fence there, but if you'll look at the parking there, parallel parking there, their guest parking, that is in the flood zone. So I'm a little confused on how you can have paved parking but not a fence there for safety's sake.

And I know that the Commission is for, the mayor's for, the City's for high-density housing, and that's okay. But just because there's lots of growth in Boise, just putting housing in any empty, little lot does not make us good stewards of our land and our community.

Thanks.

CHAIRMAN STEAD: Thank you.

Next we have Roger Wood.

ROGER WOOD: Roger Wood. 11027 West Inglin. I live across the street from this project.

While we're on fencing, I have a pool. I got all my doors double-locked, my fence is double-locked. It's a hazard when you've got the water, and you pick up the paper and kids are killed every year in Boise, and we read about it.

I've been here before on this property,
and one thing that strikes me as consistent is I've yet to see a developer come to you with a project that's to code. Every developer wants variances and conditional-use permits, and I appreciate what Mr. Gillespie brought up earlier about, "Why have the city codes if you're going to deviate from them all the time?"

And I'd also like to address a comment by Commissioner Stevens, when she said that everybody doesn't want a yard. I agree. If they don't want a yard, they shouldn't have a yard. But why put it next to my subdivision where we do have yards?

I'd also like to address a comment by Mr. Moser, where he said that this is compatible with the neighborhood and the traffic with this project will be less than two office buildings. Two office buildings are four or five thousand square feet and they're 9:00 to 5:00. This project is traffic 24/7.

I understand the idea of -- about affordable housing that the City wants. I just don't think that should be an excuse, if you will, to start granting variances and conditional-use permits and ruining existing neighborhoods.

My neighborhood, right next to this, has large lots, open space, two private parks, and that's
a good plan. And they were probably required when the
developer put this subdivision in. I think the
subdivisions that come after should live by the same
rules. I'd like you to consider the impact to my
neighborhood, and this particular development seems to
be designed to cause the most maximum damage to my
neighborhood.

And people have talked about the quality
of life in Boise, and I agree. We should keep it that
way.

I urge you to deny this project.

Thank you.

CHAIRMAN STEAD: Thank you, Mr. Wood.

Next up is Earnice Callender and then
Tannya Cluff.

EARNICE CALLENDER: Madam Chair, Commissioners,
I live at 11246 West Blueberry Court in Boise. I'm
the president of the Southpoint HOA, Boulder Creek
Southpoint HOA, and I represent the 255 families to
the south of this development right across Fivemile
Creek.

Fivemile Creek is nothing but a bunch of
bushes and stuff there. We sent a letter from our
board of directors to the Commission. I will not
attempt to reiterate those points in three minutes.
As note of credibility, I've been responsible for the day-to-day operation of three communities. I had direct supervision and physical oversight of the police department, the fire department, the parks and recreation, the public works, the water, the sewer, the solid waste, roads, and housing.

When looking for the welfare of humanity, you look at three main points: That is, the safety of the citizens, the quality of life and density, and the functional and compatibility. This development is not an in-fill. It is surrounded -- it's not surrounded by like housing that would make it compatible. It's not a dilapidated farm or excess ACHD land. Due to a loophole in zoning of limited offices, they can put housing on it. It doesn't make it compatible. This is directly surrounded by commercial enterprises to the east and limited zoning to the north and west and a dangerous creek to the south. These all negate the above conditions. And with 72 potential cars trying to enter Overland Road on one private drive, it's going to cause nothing but havoc.

Something that the Commissioners and the zoning people and the developer may not have taken into consideration is the traffic pattern of the
delivery trucks of Fred Meyer. All of this, every
delivery truck, must transverse the parking lot
immediately adjacent to this. 55-foot 18-wheelers,
regardless of which loading dock you're going to, goes
through that parking lot. It not only -- this affects
safety, impacts density, and the quality of life.
You've heard Mr. Yates testify upon the
fire zoning; I won't go into that. While the Public
Works and the Fire Department says this'll work,
meaning the trash truck can get around there -- but
does it make for quality of life and does it make
sense?
The thing says --
THE CLERK: Time.
CHAIRMAN STEAD: Thank you.
Next we have Tannya Cluff. Tannya. I'm
sorry.
TANNYA CLUFF: Yeah. Tannya, Tannya Cluff.
10800 West Smoke Ranch Drive, Boise, Idaho 83709. I
live close to this proposed development.
I have several issues I want to address, but
the main one is safety. I really believe there needs
to be a ditch there if they're going to build a
development there. When the planner states that
there's a wide-open space between the two
subdivisions, we're talking maybe 20 feet, the size of a ditch. I mean, it's -- the walking path is right next to the ditch, and I can guarantee you, because I have kids, they will want to play in the ditch, and there will be a tragedy.

I do have a question, also, on the flood zone. I'm actually an insurance broker and I sell flood insurance. I ran a flood determination today, and that parcel classifies as a flood zone AE, which is a high-risk flood zone, and what that means is that there's a 26 percent chance that that will flood over a 30-year time of a mortgage.

I also wanted to address the numerous variances. Another speaker referred or referenced that there was -- everyone's asking for variances. And I believe that. If the code's there for a reason, then why is everyone asking for exceptions? Asking for a reduction of lot size from 5,000 to nearly half of that is a pretty hefty request. And for the setbacks, asking from a 10 feet down to a 3 feet setback -- side yard setback -- that's a pretty considerable request also. And I noticed on their parking plan, when they added the parking pad next to the garage, that parking pad encroaches on that 3-foot side yard setback, so now we have zero setback.
Mr. Moser also referenced that they were accepting the variance because it's facilitated the developer's needs and his design. I'm not sure that's what that's intended for. That's not in the public or the residents' best interest, and I don't appreciate it being in the developer's best interest. I mean, you know, we live there; we're residents. Shouldn't it be in our best interest -- interests of what they make the variances for?

Thank you for your time, and that's all I have to say.

CHAIRMAN STEAD: Thank you.

That's it for the sign-up sheet. Are there any who did not sign up but would like to testify tonight?

Okay. Please come forward. We can keep it moving.

And go ahead and make sure that when you -- after you testify, fill out one of those white sheets. And please start with your name and address.

KRISTINA GRIMES: Kristina Grimes. 101 West Countryman.

And I'm not going to argue about the
development and housing, I think you're going to put it in, but I really want to talk about all of the places that you guys have approved within a one-mile radius of there. You've actually approved six housing units and one apartment complex; and of those, none of them have walking paths.

They talk about this walking path here. It's two blocks long. Have you ever taken your dog for a two-block walk and said, "Oh, that's all the farther it goes. We gotta go home now," you know?

Have you ever tried to bike with your child along Overland there? I tried. I took a child biking there. It's not safe. You're, like, next to a small freeway, okay?

And so then -- what I'm saying is there's no good place here. So you did put a park in it -- Molenaar; right? Tried to take my dogs there the other day to get from -- I was on Five Mile, trying to go south Overland to Molenaar. 13 minutes it took me to get down there, so it's not a good place I can easily go on a weekday to take my dog.

And I just want to say those are my concerns, not about the housing itself, but you're having no infrastructure here for people who want that kind of lifestyle. I lived in the North End. You
could go up to the foothills. You could go into lots of parks. There's nothing here except for them to go south into a private neighborhood. And let me tell you, they are, because I ask people, "Where are you from?"

"Oh, we're from the apartment complex just across the street on Goldking." And they're going to Mill Creek's park in -- or they're going to the nursing home and walking their dogs around the nursing home because that's the biggest green space they can find to play ball. That just doesn't seem like livable housing for people.

That's what I wanted to say.

Thank you.

CHAIRMAN STEAD: Thank you.

Don't forget to fill out one of the white sheets.

KRISTINA GRIMES: Thanks.

CHAIRMAN STEAD: Thanks.

MEL NORTON: Mel Norton. 11248 West Inglin Court, Boise, Idaho 83709.

Couple of things that I want to say, as some of the comments that you guys have made -- the City Council is looking for high-density houses.

Okay. Why? Why do we need more homes?
We're getting to a point where we're not protecting what we have, to putting up 36 homes in four acres. This is ridiculous. There's no purpose for this kind of density.

The location for this kind of density is also -- doesn't make sense. It's like everybody else has said; it's surrounded by commercial except for to the south, which is a canal. This isn't a home area; this is a commercial area. Why are we trying to stuff homes in a commercial area?

We've had other prospects in the past. Somebody wanted to do a self-service storage unit there. Great idea. I loved it. We were all on board. Unfortunately, apparently, the developer couldn't close the deal. That's not our fault, you know? He's tried multiple times to bring things in. Why he can't close the deal -- not our issue. This isn't the deal that should be closed here.

You've heard nine million times whether safety issues here -- you've heard nine million times why this isn't the same as even the one that we talked about before, earlier in the meeting. This is not the same location. It is not a community location; it is a commercial location.

Staff said something about connectivity
and buses. One bus route a day goes on Overland in front of that house. How is that connected to anything? Trying to say that there's a bus route there is ridiculous if there's one bus a day that goes down Overland. That's not connecting these people to anything.

So you -- you're talking two homes per kid. If you look at the census per capita of 2.1, that's 70-something kids in four acres. Again, we've talked about green space all day long. It's ridiculous.

It just doesn't make any sense to me, and that's all I have to say.

CHAIRMAN STEAD: Thank you.

PATRICK SPOUTZ: Patrick Spoutz. 912 West Brumback, Boise, Idaho.

I want to speak in support of this project. In particular, I like the lower lot sizes and the setbacks being smaller. Having smaller minimum lot sizes allows for more affordable units and more affordable units for people to have the opportunity to own their own home.

I think there'll be a particular type of family that this hits the sweet spot for them. There were some discussions of the lack of certain amenities
that people may find desirable, but I presume the
families that choose to live there will live here
because it's -- after considering all the options
available to them: Price, amenities, location -- that
they decide that this is the best thing for them.
So I would like housing options for people
in our city, and I think this is a fine project for
the area.
Thank you.

CHAIRMAN STEAD: Thank you.

Before we continue, I just want to remind
the audience that our main goal tonight is to have a
fair hearing where we hear all voices with courtesy
and respect, so please hold your comments off of the
microphone. Thank you.

Please come up.

JEANINE DRUBE: Sorry.

Madam Chairman, Committee
meeter -- members, my name's Jeanine Drube. 2160
South Tollgate Place. I am back a ways but in the
same HOA and subdivision.

A lot of the comments that have been made
make a lot of sense. That your minimum requirements
are being asked to be reduced by half for housing just
doesn't even make sense. I realize we need more
affordable housing, as we have a son who's looking for affordable housing. I understand that, but this plan makes no sense.

When we also bought a house in this subdivision, we were told this was going to be business area, that we weren't going to have any more houses there. The idea of going from the L-OD to, suddenly, high-density housing just does not make sense. As a member of this community, I know we need homes. This was business zoned. Let's keep it commercial zoned or why doesn't he -- or get his office buildings and put in bigger lots?

These lots are dangerous. Have you -- we just had our windows redone, our roof redone, and painted. We couldn't have done that with 3-foot variances between our homes. There's -- I don't know how my contractors could have gotten up to the roof or painted or anything. It just -- this makes no sense.

Could we go back to -- I'm not against having reasonable-density houses back here, but could we go back to the original -- what are they called -- permits and zoning, not half it just to cram as many houses as possible. I just would really appreciate if this could be a factor in preparing homes for new families, as I understand we do need them in Boise.
Thank you very much to listening to all of us. We really do appreciate that.

CHAIRMAN STEAD: Thank you.

ANNABEL MARTINEZ: Ladies and gentlemen, my name is Annabel Martinez, and I reside at 1728 South Whisper Cove Avenue. I actually back up to this property; I'm just to the south, on the corner of Inglin and Whisper Cove. I'm here today because I want to serve as an advocate for not only myself and my neighbors, but also future neighbors.

First of all, I want to put it out there that I do have reservations about this proposed development, 36 single-family dwellings on four acres of land as the plan currently stands. When I purchased my home back in 2015, I feel like I was misled into thinking that these would be used for offices and commercial space. I know that compatibility is a subjective thing, but I think that the nature of this proposed development is incompatible with its surroundings.

The associated planner addressed this concern, saying that the project is compatible with the surrounding neighborhood since it is a residential development comprised of single-family homes. That's like saying a strip club and a daycare are compatible.
just because they are both businesses that cater to unruly characters. Let me explain why this proposed development is not compatible with the surrounding area.

For one, it's surrounded by commercial on the east side, L-OD and commercial on the north side, L-OD on the west side, and Fivemile Creek to the south. The residential neighborhoods to the south are zoned R-1A and R-1B, and the neighborhoods to the north are also zoned R-1A and R-1B. This means that the max density allowed in these areas is 2.1 dwelling units per acre and 4.8 dwelling units per acre, respectively. The developer's proposing roughly nine dwelling units per acre, which is nearly twice the number allowed by R-1B zoning code.

If you look at the surrounding residences, you'll notice that most lot sizes range from a third acre to up to five acres or more. This proposed development would subdivide the two lots in question into lots that are, at most, 2,126 square feet in size, or 0.05 acres. That's six times smaller than the smallest lot in the surrounding area.

Before I continue, I do want to make it known that I'm not against residential development,
including in the lots in question. I understand that there's a need for affordable housing in Boise, but I feel like what they're proposing is an overreach. Not only are the lot sizes very small, the setbacks they are requesting are unreasonable. They're asking for 70 percent reduction in side yard minimum, 70 percent reduction rear yard minimum, and a 59 percent reduction to lot size minimum with respect to the L-O zoning requirements. These don't even comply with the R-1M zoning requirements for high-density, detached housing. With no access to parks and having such small yards, I highly suggest that there should be an increase to the usable green space.

Then if nothing else that I say sticks, one thing that I strongly urge you to require or consider is that a barrier put -- be put in place to prevent child-drowning casualties.

Sorry. My cousin died drowning, and by the time they put a fence, it was too late, so that's really important to me. And I also have a young child, and we're lucky on our side because we actually do have a fence.

THE CLERK: Time.

ANNABEL MARTINEZ: Thank you.

CHAIRMAN STEAD: Thank you.
Please don't forget to fill out one of the white slips and hand it up to us here.

MIKE GRIFFITH: Yes. I'm Mike Griffith. I live at 11154 West Inglin Drive in Boise, 83709.

And I was prepared to talk about parking, zoning, and all that, and it sounds like it's been pretty covered at length. But I did want to mention, just to give you folks a visual, our current subdivision -- we do have a fence that runs the full length of the subdivision, and our subdivision is elevated about 10 to 15 feet up above Fivemile Creek, so we're pretty safe as far as any kind of flooding.

But I wanted to mention that the proposed development is going to be right at the same level as Fivemile Creek, and the Fivemile Creek during the spring has a tremendous amount of water flow. And even after any kind of a severe thunderstorm, you can see the level of that creek is right up close to the very top of the capacity. And along that creek, there's a lot of trees that have fallen into the creek. There's shrubs that have overgrown into the creek.

So again, I just wanted to mention the safety part of it that if there are any children in this subdivision that I can see them being attracted to
playing over -- because I was a kid that enjoyed playing in that kind of thing. But if there's any of them that fall in during any of that high-level water, it is going to be extremely dangerous for them to be able to get out of that creek without getting trapped in some of that vegetation. So I'd like to see a fence put in. And they say you can't put it in a flood zone, but maybe they can change some of their design to where they could put a fence in and reduce the amount of parking or roadway.

Thank you.

CHAIRMAN STEAD: Thank you.

Is there anybody else who would like to testify tonight?

Please... .

JERRY RICKER: Hi.

Sorry about that. Can you hear me now?

Jerry Ricker. I live in 11334 West Inglin Court, and I want to reiterate a couple of things.

One, safety fence needs to be put around the backside of that if it's going to go in there to keep the kids from going and playing in that creek. It isn't just a creek; it's a canal. And when they open the floodgates for the canal every spring, it overflows, guaranteed. And if there's a kid playing
anywhere near it, they're going to go down it.

The other thing I want to reiterate is that -- privacy. A privacy fence along the backside of those apartments -- I don't care where you put it. It's probably necessary. Otherwise, everybody that's over and looking over a fence from our side can see into those apartments very easily.

The other thing is this variance for the space, putting that many units in one place, 4.1-acre -- three acres -- 0.03, excuse me. The fire danger is extreme. Every year, small fires are put out, mainly around the holidays where there's fireworks. And I'm surprised that in the 17 years that we've lived there, there hasn't been a fire in that field. It's amazing.

The other thing is that one of those places -- units does catch on fire with -- everybody keeps saying 3 feet, but it's actually 6 feet between them because it's 3 feet on each building. That's the wingspan of my arms stretched out. And I would not want on my conscience an approval for this project with that kind of density that costs lives and very, very, probably will in the future.

Thank you.

CHAIRMAN STEAD: Thank you.
Is there anybody else tonight that would like to testify?

Oh, sir, please don't forget to fill out the white slip and hand it up to us. Thank you.

If there's anybody else tonight, please, everybody, come forward so that we're moving things along. Thank you.

BETTY BERMENSOLO: Good evening. My name is Betty Bermensolo. I live at 1970 Canonero Way. And actually, Quail Run is the subdivision that I live in that is just to the west of this parcel when it's fully developed.

I'd like to say initially, I'm -- I'd be very disappointed with a medium-density residential development that did not require a safety fence inside the property line and outside the floodway and it -- even if it means moving this whole project, or whatever Mr. Conger decides to put there, to the north. There is room for that, but we have to put safety first. So I think that that is first and foremost on everybody's concern tonight.

I, personally, have been around this project for a long time. And way back when Fred Meyer, actually, was placed in that location, it was in the county. And one of the Commissioners at that
time -- I knew pretty well, and she said, "How did you let that happen, where there's no cross-access?"
especially looking at what we see down the road in terms of insufficiencies on Overland Road that are not going to be fixed for many years to come.

I'm a firm believer that that's one of the things that, you know, as a resident, I learn from the City is when you have a blank piece of paper here that you have an opportunity to have a cross-access that would minimize the congestion that's going to occur with any kind of development, certainly residential, is going to want to access Overland Road. And there's going to be a considerable concern in that center lane with even what we have in existence and will be using for some time to come.

So I'm really concerned that if we have the opportunity -- this friend of mine that went on, she's still in the area, said, "The next time you're going to have an opportunity is when something develops to the west of Fred Meyer," and, you know, it -- I don't know whether or not staff has found out or Mr. Conger's found out if there was any cross-access easement that was even talked about back then. But if we have the opportunity, I think it should be at very least a condition of approval
because we're going to have widening in maybe 10 --

THE CLERK:  Time.

BETTY BERMENSOLO:  Right.

CHAIRMAN STEAD:  Thank you so much.

Is there anybody else that would like to testify on this Item No. 4 tonight?

Okay. Seeing none.

REBUTTAL

CHAIRMAN STEAD:  We'll move to the rebuttal by the Applicant.

You have five minutes.

JIM CONGER:  Madam Chair, and -- David, if you don't mind switching the slide back to my screen, if you don't mind.

Madam Chair, members of the Commission,

Jim Conger again.

Going to run down through some rebuttal items to address some questions that I heard.

You know, first, uses and bus routes.

Obviously, we all take those seriously, and I know the City does. You -- gentleman was correct. Mini storage actually was our direct competitor of buying this property. The mini storage user is probably the only other feasible user of this property. Meetings with your staff and, more importantly, meetings with
particular City Council members had the Mini Storage folks not move forward as they are not in -- probably mini storage uses on your transit corridors are not going to be approvable. I know there was another one that was attempted to be on Fairview that didn't go forward as well. So that's not the proper planning for this transit corridor.

And buses, of course, you know, we can always hope there's more routes in the future; and I think that's what, you know, houses do. Houses produce, businesses produce more ridership, and that's obviously a good thing at the end of the day.

Again, I wanted to note that we aren't changing the zone. You heard that numerous times today, that we're changing the zone; we are not changing the zone. The L-O zone, as you are well aware, has a residential component to it that is extremely important to these areas of retail and commercial uses.

Moving to, I think, the important part of the -- you know, we're not doing a variance for lot sizes. We're not doing a variance for setbacks. That is the PUD process. You know -- the hard thing with L-O to wrap your arm around, and even the R-O, the other zones, is they put a -- I'm going to call it
a placeholder of 5,000 square foot lots, but they put
a density of 43.5 units per acre. Obviously, it
doesn't -- you know, with no lack of respect, it
doesn't take a brain surgeon to understand that the
lot sizing isn't really gauged and based for that.

What it does is it forces every
application that comes through in the PUD process,
which has more side boards on it, more city codes and
requirements than if you were to just come in with a
straight subdivision. So the intent is to do one of
two things: force you into PUD, which we applaud and
did; or you just do a conditional-use permit and
they're 100 percent rentals and you don't do the lot
lines. So the same project would be in front of you
with no lot lines if we did not do the PUD. So I
mean, we'd prefer to produce a product that is for
sale and hit another sector of the city of Boise
besides another set of rentals, which we applaud the
rentals as well and would do that, but we'd prefer to
have the lot lines and have a for-sale product.

So we -- we're -- again, it's not a
variance. That is a different program. It is the way
the code is written, and it doesn't matter if you're
in Boise or if you're in Meridian, the lot sizes get
to a size where it forces you into PUD route. And we
I think running down through lack of compatibility -- you know, the transition in -- your staff did a very good job. Section 7, page 5 of 8, kind of running through the benefits of additional medium high-density in this Community Activity Center -- and again, what we believe we're providing is that transition from the larger homes to the south that is well-buffered, and we'll go into that with the regional pathway, to our residential then to the office uses on Overland Road.

Density too high -- actually, this L-O is designed for -- you know, envisions these denser neighborhoods that provide, really, the mix of uses within the office, commercial services. So it is a 100 percent in the intent of the code and the Comp Plan for these pockets, as you can read by the City staff report as well.

Not everybody wants, not everybody can afford these larger houses, and quite honestly, not everybody wants these larger houses as you radiate towards these major arterials like Overland Road.

We did -- you know, the other use in the L-O is multi-family. We did do, actually, a two-story
apartment project. It has 64 units in it. We stated "two-level" because we believe that would be the intent of the adjacent neighborhoods. We actually did take that to our neighborhood meeting and say, "Hey, you know, we would prefer single-family homes." L-O also allows a multi-family apartment complex. We didn't, you know -- not saying anybody loves our 36 units, as you can hear tonight on the adjacent neighbors -- but it was clear nobody wanted multi-family. We still would produce either. We --

THE CLERK: Time.

JIM CONGER: -- believe.

Say that again.

CHAIRMAN STEAD: Thank you, Mr. Conger. That's the end of the five minutes.

JIM KONGER: That is rebuttal time.

Interesting.

CHAIRMAN STEAD: Thank you.

JIM KONGER: I'll take it.

Shut her down. Here we go. Busy agenda.

CHAIRMAN STEAD: Okay.

MOTIONS

CHAIRMAN STEAD: So that will close this portion of the hearing, and the item is now before the Commission.
COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: I move to deny PUD19-43 and recommend denial of SUB19-76.

COMMISSIONER ZUCKERMAN: Second.

CHAIRMAN STEAD: We have a second by Commissioner Zuckerman.

Is there discussion?

COMMISSIONER FINFROCK: Yeah.

I think the site --

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: -- is not large enough to accommodate the proposed use if you have to reduce sizes by half of what the development code requires for the L-O zone.

CHAIRMAN STEAD: Any further discussion?

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I'll be opposing the motion in hoping we can get to a different place.

I agree, in principle, with most of the staff report. I'd like, as a Commission, to discuss the 3-foot versus 5-foot side setbacks, which is -- someone quite correctly pointed out, means there's 6 feet between buildings instead of the code-required
10. This is an old discussion we've had before with respect to this, but I would -- I'm -- would like to try and find a way to get to "yes" with this proposal that we have before us. So I'll be voting against the motion to deny.

CHAIRMAN STEAD: Any further discussion?

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'll also be opposing the motion. I want to address a couple of things that the public brought up and then give my reasons for supporting the project, although I'm open to discussing the interior setbacks if that's something that my fellow Commissioners decide we need to do.

So I want to start with -- I guess I'm going to call it the easy, the easy one here, but I think you'll probably disagree with me out in the audience. I approach the Fivemile Creek in a very different way than maybe some of you do. The valley is rife with these -- most people call them creeks, but most of them are not creeks. This happens to be one that was originally a creek in this valley, one of very, very few. And I think it's very clear in our Comp Plan, and in the code as well, that keeping these as amenities and keeping these as part of our
agricultural heritage and reference to those is a really important thing for maintaining the culture and the history and the place that we have -- we know as Boise.

So I actually am very much in favor of keeping and putting housing near these creeks. If we, as a City, tried to stop every single tragedy from happening -- I wish we could do that, but it's unrealistic to think that we can. And certainly there's lots of housing near similar ditches and waterways throughout our city. And so I don't think that not putting housing near one of these waterways is a good policy generally. I think it's something we should actually really enhance and really make part of the developments that we consider as we go forward as a City and we see our continued growth.

So I want to put that on the record as -- you know, it's not that I'm not concerned about kids and that I don't care about kids or other people drowning. Instead, I really see the amenity very differently, and I really think it's important to look at these things in a different way.

I also, as you may have guessed from the questioning that I did regarding the setbacks, I really -- you know, I think we do have an affordable
housing issue. And I think it's very clear, and this is very clear in the staff report, that our Comp Plan encourages high-density toward our arterial locations, and we do have a bus route on this. Yes, it's one bus route. It's Bus Route 42, but it exactly is intended to support this kind of density so that we can get more people riding the buses. We can have a fight or discussion or disagreement about the chicken and egg, but we need to have people living near these routes so that the ridership can go up. And this is one piece of a bigger puzzle; there's lots of other pieces to it, but this is one of them.

I guess, you know, with regard to the traffic, it's hard for me to, when we have an ACHD report and -- I'll get to the fire in a second -- it's hard for me to understand exactly what the neighbors nearby are concerned with because I don't really see the traffic affecting them directly in this, so I'll just leave it at that.

And then I just wanted to point out with regard to the fire, you know, we have letters from the Fire Department here that support this application and it's -- again, it's difficult for me to look at a letter, two letters actually, that we have in our packet from the Fire Department that say that they
support this. And then, I personally am not a fire expert, but it seems to me that we need to rely on our Fire Department and the experts that we have in the City, and if they say that they approve this, that's what I'm going to go with.

And I just wanted to correct one thing. And somebody -- I'm glad Mr. Conger brought up the zoning issue. This is not a rezone, and one of the members of the public mentioned -- said that there was a loophole in the zoning that allows for housing in an L-O. And if you go to page 154 of our City Code, there's a lengthy table that starts on that page that talks about the allowed uses in all of the zones that we have throughout the city, and housing is very clearly allowed in this zone and always has been, as far as my recollection is, and I've been up here for probably too long.

So I'll just say that I don't believe this is a loophole. I believe that this -- the proposal we have in front of us gets very close to what the intent was behind this zone, and I'll be supporting the application and opposing the motion.

CHAIRMAN STEAD: Is there further discussion?

COMMISSIONER ZUCKERMAN: Madam Chair.

CHAIRMAN STEAD: Commissioner Zuckerman.
COMMISSIONER ZUCKERMAN: I want to touch on two things. First, talk about quality of life.

I think to some degree, and right now we see in the city -- is this assumption that quality of life is the same to everybody and looks like park and open space. And I think if anybody was looking to buy in something like this, they wouldn't necessarily be looking for that, so I don't think that -- that's not my main issue with it.

That being said, I think the issue of the setbacks -- the setbacks are much too small, in my opinion. And I think when we're looking at the letter that the Fire Department said that they approved of this project, they never really touched on the setbacks in that letter, so I just want to see the Fire Department comment on that before I support the project.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: You know, and as to lot sizes, why do we even have a development code if we're willing to forego it for higher-density housing?

CHAIRMAN STEAD: Okay.

Is there any further discussion among the Commission?
COMMISSIONER GILLESPIE: No.

CHAIRMAN STEAD: Okay.

ROLL CALL

CHAIRMAN STEAD: Can we please have a vote?

THE CLERK: Gillespie.

CHAIRMAN STEAD: This is -- sorry.

This is a -- sorry. I'll just clarify.

This is a motion to deny the project.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: No.

THE CLERK: Stead.

CHAIRMAN STEAD: No.

THE CLERK: Stevens.

COMMISSIONER STEVENS: No.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: Motion fails. Three opposed, one in favor.

CHAIRMAN STEAD: Do we have further discussion or a new motion on the table?

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I move that we approve PUD19-43 and recommend approval for SUB19-75.

COMMISSIONER GILLESPIE: Second.
CHAIRMAN STEAD: Second from Commissioner Gillespie.

Is there discussion?

No.

Commissioner Gillespie.

COMMISSIONER GILLESPIE: Thank you.

So I'm generally supportive. I continue that -- you know, this is not the first time this -- we've had this issue with these really tight setbacks. And I, like you, did read the Fire Department letter, and I think that's very important that we have the technical and expert testimony. You know, they reviewed the project, they saw the same things that we all said, and that's what they wrote. So I guess, having been up this tree, also, before with the City Council, I'll be supporting the motion.

But I would specifically like to request that in the future that the City try to provide in the staff report a stronger rationale and set of facts supporting these reduced setbacks, which I do think in some respects are problematic.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'll just add one thing in response to Commissioner -- my fellow Commissioner
Finfrock.

Just that I don't -- I think it's important to recognize, at least in my mind, that this isn't a request for a variance. This is the utilization of a process that has been clearly thought out by the code and the Comp Plan that we have in front of us, and that's the planned unit development, and so I don't see -- I guess I don't see it as a variance request or a request to, you know, sort of cut corners. This is exactly what was put in place as a process so that we can get the density that we want. And so I guess I just see it differently, and that's the reason I support the application.

CHAIRMAN STEAD: Any further discussion?

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I agree with that.

And we've been aware for some time that this issue -- it's not only with L-OD, with the lot size, and the density requirement. And I think the Applicant's analysis was essentially correct that if you have a piece of land that's zoned at 43 units an acre and someone comes in and proposes effectively nine, you know, they're generally complying with the code at the biggest, you know, at the most important
level, which is units per acre.

And I think the Applicant's analysis was also correct that the only other way around this was to propose a very large building with no lot lines, and that, to me, changes the character fundamentally. And I concur with his comments that what he proposes -- probably more development than that second option.

CHAIRMAN STEAD: Any further discussion?

Okay. Can we please have a vote?

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Stevens.

COMMISSIONER STEVENS: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: No.

THE CLERK: Motion carries. Three in favor, one opposed.

CHAIRMAN STEAD: Okay. Thank you. We're --

UNIDENTIFIED SPEAKER: Take a break.

CHAIRMAN STEAD: Okay.

We're going --

COMMISSIONER GILLESPIE: Okay.
CHAIRMAN STEAD: Okay. We're not going to take a break quite yet. We're going to move on to Item No. 6,

(End transcription at 2:43:32 of audio file.)

-o0o-
6. **CAR19-00028 / Kelly Kitchens**
9000 W State St
Rezone of 4.3 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre). Leon Letson

**PUD19-00039 / Kelly Kitchens**
9000 W State St
Conditional use permit for a planned residential development comprised of 60 multi-family units on 4.3 acres located in a proposed R-3D (Multi-Family Residential with Design Review) zone. Leon Letson

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [3 TO 1]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Milt Gillespie, Commissioner</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Janelle Finfrock, Commissioner</td>
</tr>
<tr>
<td>AYES:</td>
<td>Milt Gillespie, Janelle Finfrock, Meredith Stead</td>
</tr>
<tr>
<td>NAYS:</td>
<td>Jennifer Stevens</td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td>Ben Zuckerman</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Jim Bratnober, Bob Schafer</td>
</tr>
<tr>
<td>RESULT:</td>
<td>MAJORITY APPROVAL, MOTION CARRIED.</td>
</tr>
</tbody>
</table>

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

IN RE: CAR19-00028 / KELLY KITCHENS

and

PUD19-00039 / KELLY KITCHENS

9000 West State Street

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JENNIFER STEVENS
MILT GILLESPIE
JANELLE FINFROCK
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
INTRODUCTION

CHAIRMAN STEAD: This is CAR19-28 at 9000 West State Street and PUD19-39, a rezone and a conditional use permit for a residential development.

LEON LETSON: Good evening, Madam Chair and members of the Commission.

The items before you include a rezone from R-1A to R-3D, of 4.3 acres, located at 9000 West State Street. Also included is a planned residential development, consisting of 60 multi-family units.

The subject property is located on the north side of State Street between Bogart Lane and Duncan Lane. The surrounding area is comprised of single-family homes on various-sized lots to the north, east, and west. To the south is a mix of commercial and residential uses as well as the State Street corridor.

The requested rezone to R-3D is supported by surrounding zoning in the area, which includes varying intensities of residential to the north, east, and west, as well as commercial zoning to the south.

The subject property is also designated mixed-use and within one mile of the community.
activity center, located at the intersection of Glenwood Avenue and Gary Lane to the east. Furthermore, this property is anticipated to undergo significant new development, based on the comprehensive plan.

Regarding the proposed density of the project, it calculates to 13.9 units per acre, which is well below the 43.5 allowed by the R-3D zone. However, rezoning to R-3D preserves the opportunity for additional infill on site in the future if so desired, which is something the Planning Team considered thoroughly as it related -- as it relates to the long-term goal of transforming State Street into a transit-oriented corridor.

The PUD consists of 60 multi-family units designed in a two-story townhome style, which is compatible in design with more newly constructed housing in the area. Amenities include a 1,750 square foot clubhouse with fitness center, community gathering space, and an outdoor barbecue area, as well as a large, open space surrounding that community center. Also included is a ten-foot-wide, publicly accessible pathway, running north-south along the western portion of the site. This will be discussed in detail on a subsequent slide.
Although there is no public right of way proposed for the development, a connectivity index review was performed due to the scale of the project and the potential redevelopment of adjacent parcels. The connectivity index is 2 for this project, based on eight links and four nodes. The City considers a score of 1.5 or greater to be acceptable. This calculation includes three private service drives the Planning Team has requested be stubbed to the north and east, and those are highlighted in yellow. Hopefully you can see them. They're also included in the staff report.

As previously mentioned, the project includes a ten-foot-wide, publicly accessible pathway, running north-south along the western portion of the site that will eventually connect to other pathways in the area to establish a greenbelt-like connection between State Street and the Boise Foothills.

So pictured here on the right side of the screen is that pathway or proposed pathway. Portions of that were recently approved through the Prominence development that straddles Hill Road Parkway. And, obviously, there's some connections that would need to occur in between as redevelopment continues in the area.
All reviewing agencies and departments approved the project with standard conditions.

Comments from the public focused on concerns regarding the rezone, density of the project, design, and impacts to public services and infrastructure.

As detailed in the staff report and highlighted in this presentation, the Planning Team finds the Applicant's proposal to be consistent with the standards of approval, including our development code, Blueprint Boise, and comments from all reviewing agencies and departments.

In conclusion, the Planning Team recommends that you recommend approval of the rezone to City Council and approve the PUD with the attached conditions.

Thank you.

CHAIRMAN STEAD: Thank you, Leon.

So next we'll hear from the Applicant, and we'll start with ten minutes.

Please go ahead.

JAY GIBBONS: Madam Chairman, Commissioners, my name is Jay Gibbons. I'm with [unintelligible] here in Boise, Idaho. My address is 2000 or -- 2002 South Vista, Boise, 83705. I represent the development and
the owners of State Street 60 Apartments.

It's a unique situation. It is on State Street. It's about 1,325 feet from Bogart. West of Bogart, it backs up just to the east side of the cul-de-sac on Duncan Lane. Duncan Lane itself is about 2,700 feet from Bogart itself. Bogart is a signalized intersection.

Where?

There we go.

So highlighted is the property itself.

You can see that there are a number of businesses and commercial on the south side of State Street, also to the east and to the west of us. We're surrounded by large-lot residences as well as Duncan Lane, or Duncan's Landing itself, to the west of us.

Our property consists of an old farmhouse, some ag buildings, old barn, and a silo. That's kind of the -- the historic element everybody knows with this property is because of the silo itself. It's 4.3 acres, and we are proposing 60 townhouse apartments on it.

What's unique in the -- and -- about this property itself is three-and-a-half sides are bounded by a canal that provides water to the west. That's adjacent to State Street itself. We have a Boise
Valley Irrigation Company irrigation lateral on the west property line. And then on the north and part of the east, half of the east, is -- Drainage District No. 2 has a drain, a drainage ditch. We've consulted with both of those irrigation infrastructure companies.

We are going to -- we do plan to tile the drainage ditch on the north and the east simply because it's about six-foot deep. It's relatively flat; it doesn't flow a lot of water. It's going to take a really big pipe because it's pretty flat. That particular drain remains open to the north of our property, and it's open currently across and to the east of us. And at some point it will be tiled as well when that property redevelops.

The irrigation ditch to the west in consultation with Boise Valley Irrigation Company -- they preferred we have 359 feet of open ditch. It's tiled from our northeast or northwest property line to the north -- provides water up, I believe, as far as Optimist Park. A lot of properties to the north of us and in consultation with the irrigation company -- they prefer that it would be piped. It will reduce their maintenance at that point.

Access is tenuous at the moment. That's
technically the cul-de-sac and the little road that comes out from the end of the cul-de-sac. That is not on our property; that's a fire access road to Duncan's Landing. It is fenced, gated, and locked. They do access their maintenance road currently along the drainage road and can come down that way, but they prefer that it would be tiled.

Regardless, we do have just two-story product on the west side. The west property that backs up to Duncan's Landing -- we've purposely oriented our building at an angel, the narrow end of the building towards Duncan's Landing. We have -- their setback from our property line, 25 feet at a minimum, provides us adequate access to create that pathway and be a landscape, a fence that remains to be seen.

We have purposely avoided submitting a Design Review application at this point. We know it's required, but we wanted to wait until we heard from all the neighbors and what the Planning Zoning Commission would require of us or would like to see to finalize that application, and we'll go forward from there.

And we do have covered parking. We do have above-the-code, required bicycle parking, as
Mr. Letson stated. We're in a mixed-use area. We're going for transit and so we have geared towards pedestrians' recreation, bicycles, and a different product.

But as far as the drainage, all the -- the two buildings on the north property line are set back a minimum of 25 feet because that's the width of -- if we tile the drainage ditch, we have 25-foot easement on each property. It's 50. There's an existing one on the north property at present so that fits.

When it comes down to the east side of our property, you can see it's a much bigger green space and the access road itself -- because at that point the existing drainage ditch comes down and it's all on our property, and we don't want to go to the neighbor and say, "Magically, now you have a 25-foot easement that's never been there before." We're willing to absorb that easement onto our property. It provides an adequate setback, further buffers from our buildings to the north and to the east for that matter, setback-wise.

So -- one of the -- in our conversations, our meetings with ITD, traffic on State Street is always a problem. I'm sure you'll hear from the neighbors on that as well.
Currently we have three bridges that provide access to this property. ITD will allow us access to State Street, utilizing their permit process. We still have traffic work to go through with them.

This location lines up with Arney Lane across the street, but we need to take out the three current bridges, which aren't necessarily permitted. They're just -- they've been there for a long time.

The property directly to the east -- their historic bridge has been taken out. And in the past two years, they started taking access onto our third -- our east bridge. In order to have a full access point onto State Street, we have to remove that -- the easternmost bridge, which is a little less than 300 feet.

ITD's going to require 500 feet, so we will be working with that neighbor to provide a cross-access agreement and get him agreement to his property across into ours and out to State Street that way. We're working on that, and that'll be required going forward, otherwise we'll have requirements of a decel lane and other things, and so we're trying to avoid that.

Idaho Power has the big power line that
runs right on the edge of the road, on the roadside of the canal, and it's -- they're not really interested in relocating it at this point, no matter what goes in here. It's not -- you know, those poles are not that old, so...

With that, we've -- of course we were annexed previously in 2014. We're asking to rezone to 3D. It allows four and three-and-a-half acres. Our 60 townhouse apartments ends up with a -- just under 14 -- 13.9 dwelling units per acre. We do propose our open space -- 32 percent of that does not count -- the pathways, that those are taken out of that 32 percent, and we're providing pedestrian connections pretty much all around our site, State Street as well as the irrigation ditches.

We have worked with the neighbors and we pledge to continue to work with the neighbors as of today, even trying to set up a meeting in the next couple weeks prior to submittal of our DR application to iron out the issues, the final issues, aesthetic-type issues with the neighbors. We're trying to be good about that, and they're not -- it's a pleasure to work with them all. I told them up front I would take their input and we would work with them. So that continues on.
You can see we have modulated. We have a variety of different materials on our buildings and that will be [unintelligible] out and finalized, formalized through the DR process.

We have a clubhouse. It has an exercise room. It has a community room as well as covered bike storage in the area and the barbecue amenity. So our plan complies with the Comp Plan; it complies with Boise City Code; it's compatible with the existing uses and the neighborhood, residential; we have access to State Street without significant upgrades to ITD with a few conditions; we provide ample recreation opportunities; and our building location and layouts are -- provide adequate buffer to the neighboring homes.

And with that, I will stand for questions.

CHAIRMAN STEAD: Thank you.

NEIGHBORHOOD ASSOCIATION

CHAIRMAN STEAD: First I just wanted to see if there is a representative here tonight from the Northwest Neighborhood Association.

Okay. Great.

And then we'll go to questions.

Thank you.

ERIKA SHCOFIELD: Oh. I don't want that. Go
back to the bottom [unintelligible].
Okay.
Good evening, Commissioners.
Erika Scofield. 7363 Limelight Court, Boise, Idaho 83714.
I'm on the board of the Northwest Neighborhood Association, and I'd like to speak tonight particularly about -- hold on here. I got issues -- particularly about the processing and reviewing of applications in relation to the impact on the political subdivisions who provide services to a given area when development occurs.
The Idaho Code addressing this -- addresses this for zoning and says that the Planning and Zoning should give particular consideration to the effect of a rezone on the delivery of services by others in the area, including school districts, and so does -- okay. I'm having problems.
You do it. Okay. Let's go.
We got technical difficulties.
Next.
-- and so does the Idaho Code in relation to special use permits, which are conditional-use permits and PUDs. It says that those permits may be granted, depending on -- subject to the ability of the
political services.

So when we're looking at this, how does that go ahead and play into this?

Well, the Planning and Development Services has part of the Boise Code that they are supposed to contact each and every political subdivision that provides services to ask them to have a chance to comment on a project.

And that is the Planning Division Transmittal Sheet. That sheet is not in your packet tonight. I've seen it in packets before. Sometimes it's not in there. The main point I want to make about that is how are you supposed to know who was supposed to be contacted if you don't have that sheet? You have some responses in your packet, but that doesn't tell you if everyone who was supposed to be contacted actually responded. So that goes out to the different agencies and departments to seek contacts -- comments -- I'm sorry. I'm tired -- and it gives the chance for Planning and Development Services to evaluate the ability of the political subdivisions, depending on their response.

So in this project report, it says that there are all infrastructure and utilities available to be provided to this site, that there's no undue
burden. I disagree with that, based on some of the
comments that are in this packet that are in the
record.

From COMPASS, if you look at that circle
in red right there, it says that the nearest fire
station is 1.9 miles away. In the Comprehensive Plan,
we have a level of service standard in Table 3. That
level of service standard for fire response is
1.5 miles, 4 minutes, not 1.9 miles. It's also
required concurrent with issuance of a permit.

That standard is not just a policy; it's a
policy in the Comprehensive Plan, but it's derived
from ordinance, in particular, Ordinance 5517 that was
adopted in 1994. That's the Master Siting Plan for
the Boise Fire Department. It's to declare its system
of emergency response for this city. It's a 1.5-mile
response distance. It's adopted into the
Comprehensive Plan. That's why that guideline, as a
policy, is in there. It's derived from ordinance.

So the Master Siting Plan, which is what
that ordinance is, is in other places in the
Comprehensive Plan in terms of policies. It talks
about utilizing existing fire stations and bringing on
new fire stations in areas as future growth happens,
such as the northwest area. You're supposed to
address and adopt -- and amend the Master Siting Plan
as growth occurs and fire stations are selected.

In 2010, No. 13 there is on Pierce Park Lane. That station was approved with a conditional use permit. That station is the one that was used to approve annexation of the northwest area, along with a service contract with the Eagle Fire District and a provision for an additional fire station as growth occurs.

So at this point in time, recently, the City signed a document for service with Eagle Fire District since that didn't happen at annexation. It is an agreement with Eagle Fire District; it's not a contract for services. I can say that with confidence because in the past when the City did annexations, they had a contract for service with the previous provider that involved money, just like this contract for service that the City just did with the Sunset Fire District. You can see there at the bottom it says, "... subject to the payment of contract services, a fee paid to the City." It's based on their taxes; it's not free. Right now we're expecting Eagle Fire District to provide service to our area for free.

And with that service agreement that's
supposed to be provided, which would reach this area,
it's based on a fire response list. That's something
that most people have never heard of. It's a 9-1-1
dispatch protocol for Ada County. It's a triage-based
system, based on critical emergencies. It's not
equivalent to what other areas of the city receive
when they have a primary station based on the
ordinance of 1.5 mile response distance. It's not a
response dispatched automatically on first alarm from
the closest station regardless of the nature of the
call.

This agreement document, whatever the City
is going to call it, I say it's not a contract for
certain because a contract is to be, according to
Idaho Code -- ordinances, resolutions, and contracts
are to be taken by vote at City Council with a yes or
no. It was signed on a random Friday, September 27th,
by our former mayor. It's never been on the Council
agenda. Therefore, it's not a contract; right?

Next.

The response times are also part of the
Comprehensive Plan. We have a policy that says,
"maintain adequate staffing levels to continue to
improve our response times." What's happening with
our response times right now is growth placing an
undue burden on services and adversely affecting other properties.

Well, the data doesn't lie. In the Comprehensive Annual Financial Report each year, the Fire Department reports its data. If you look in the left-hand corner there, up until 2009, we were staying in the four-minute range while we were creeping up; but by 2018, we're at seven minutes and 11 seconds. That's almost twice the four-minute standard. Growth is increasing the response time. We are not expanding capacity to keep up with demand. Infrastructure is not there to support more people right now in the northwest area.

Why does that matter?

Time's your enemy when you have an emergency. It's a matter -- can be a matter of life or death, damage or destruction to your property. Our own fire chief patently acknowledges that. He knows. We've re -- we've moved Station 8 to close a gap in service to shave off 33 seconds because that matters if you're having a heart attack and you can't breathe.

I know because I watched my husband have a stroke and watched his skin fall off his face and you panic and you lose time before you make that phone call. And if they're losing time because they're too
far away, you can be dead by the time they get there.

So Eagle Fire District -- were they contacted to provide comments?

No. You wouldn't know that because you don't have that sheet in your packet.

Why were they not solicited for comments?

They provide service to our area, the city, on a daily basis. To me, that's a procedural error right there.

We know that they have an undue burden because their most recent November meeting minutes for their Commissioners show, from November 2018 to November 2019, how often we are trading services back and forth. For Eagle to come into Boise, and then they see [unintelligible] territory because they do work together: 339 times. For us to go help Eagle: 47 times. That's reaching undue burden for one provider to provide services that they're not getting paid for. Basically, Eagle Fire District's taxpayers are subsidizing Boise's growth.

So today you have a decision in front of you that's based on the Boise Code and the Boise City Comprehensive Plan. Decisions are to be based on standards and criteria in the Comprehensive Plan or other appropriate ordinances.

Consistency with the policies of the
adopted Boise Comprehensive Plan.

We just went through a policy of a 1.5-mile response, but we see a 1.9-mile response for the nearest fire station. We also have processing of a rezone and conditional use permit -- goes back to Section 11-03-03.4 of the Boise Code. That is the section that deals with what did the political subdivisions submit as their comments. It's also in the decision process for specific criteria for a rezone -- goes back to that same deal. You're supposed to factor that in.

Again, compliance with the Comprehensive Plan, and is this in the best interest of the public convenience and general welfare?

I'm just going to jump ahead here as we're running out of time.

So it's not up to the political subdivisions to determine legal compliance with the Development Code and Comprehensive Plan. It's not up to the Fire Department; they have a duty and responsibility to their National Fire Code. It's up to Planning and Development Services, and it's up to you guys to look at those comments, factor them in, decide if they fit the Code or not --

THE CLERK: Time.
ERIKA SCOFIELD: -- and without one political subdivision, that's going to be hard to do.

CHAIRMAN STEAD: Thank you, Ms. Scofield.

Please hold your applause; this is not the place for that. Again, we're here to respect all opinions and all the comments need to be on the record, on the microphone.

Okay.

So next we will take questions from the Commission for staff, the Applicant, or the Neighborhood.

Any questions?

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I wanted to ask the Applicant a question.

There he is.

So I just want to make sure, and it may be better for staff -- I'm not sure, but I think you touched on it in your presentation so I just want to clarify. So the cross-access to the east is required, is that correct, in order for you to not have to put in decel lanes? Is that correct?

JAY GIBBONS: Madam Chairman, Commissioner Stevens, so ITD says that we have to take out all
three of the accesses into our property. The neighbor
to the east that fronts State Street is currently
using one of those that we need to take out.

So yes. In order to have --

COMMISSIONER STEVENS: Thank you.

JAY GIBBONS: -- a full access, ride-in/ride-out,
and a full service, not just ride-in/ride-out. Yes.
Then we need to provide cross-access to the fella to
the east so that we can take out that bridge.

COMMISSIONER STEVENS: Okay. Thank you.

Madam Chair, may I ask another question of
staff?

CHAIRMAN STEAD: Yes, Commissioner Stevens.

COMMISSIONER STEVENS: So, Leon, can you address
the setbacks with regard to potential widening down --
this far out on State Street. And just -- can you
clarify for the record whether or not (a) it's planned
for widening this far out, when, and then whether or
not those issues have been taken into account for the
setbacks for this.

LEON LETSON: Yes, Madam Chair.

The development of the site in relation to the
setbacks -- ACHD and ITD have identified no additional
right-of-way here that would be taken at this time.

There is a vision far down the road for
potentially seven lanes, potentially bus rapid transit. There's a lot of things moving out there in terms of how wide the roadway would be here.

I can defer to the Applicant to tell us how far from the current property line the units will be set back, and that is in your staff report as a part of one of the site plans. But just with the canal alone, to the edge of the roadway and then to that site, I'm anticipating that's at least 30 to 40 feet from the property line, which could accommodate roadway widening here.

There's a lot of design work that has to go in -- I mean, we're still figuring out State Street from the downtown out to 27th Street. So not that this area isn't going to get planning as well, but there is -- ACHD does not have an identified time for when they will actually be designing this section of State Street and widening it.

And there's a lot of discussion about if widening it is appropriate here. And we're still hoping that there might be alternatives for other ways to move people without continuing to widen roadways around here, but that's a much different discussion.

COMMISSIONER STEVENS: Thank you.
I'll let others go, and then I'll come back on in a minute.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I have a question for Leon.

So, Leon, we have in our packet a letter from the Boise City Fire Department, dated January 31st, 2020, from Assistant Fire Marshall Johnson, in which he approves the project.

Is it the City's position that that constitutes adequate documentation that the fire safety issues and the impact on political subdivisions with respect to the Fire Department, that that burden has been met by the Applicant?

LEON LETSON: Yes, Madam Chair, Commissioner Gillespie, yes.

Staff would direct the Commission to that letter as a response to whether or not fire services are being adequately provided to the development.

COMMISSIONER GILLESPIE: Thank you.

CHAIRMAN STEAD: Any further questions?

Okay.

COMMISSIONER STEVENS: Oh.
Hang on.

CHAIRMAN STEAD: Yeah, Commissioner Stevens.

COMMISSIONER STEVENS: I'm just waiting for others to be able to jump in.

Leon, I want -- if I could, Madam Chair.

CHAIRMAN STEAD: Please.

COMMISSIONER STEVENS: I apologize.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: The -- I'm curious about the future transit-oriented corridor and just sort of the state of the bus system out in this area at this time. So if you could just put some comment about that on the record so that I can have a better understanding of exactly where we are with that and how that status played into staff's consideration of this application.

LEON LETSON: Yeah, Madam Chair.

Currently service on State Street ends near the Saxton Drive area at Kensington, which is that activity center about a mile to the east.

There is conversation with Eagle to bring transit into their downtown and continue transit out here, but -- you know, it's -- we don't have a robust transit system that it really extends this far out at this point.
That is, I would say, probably the top priority of our recent State Street Plan as well as the Transportation Action Plan, which is another document by the City. We are in discussions with VRT and Eagle and other jurisdictions in the area to continue transit out here.

But I believe -- well, I apologize. There may be one regional commuter in the morning and one in the evening.

It is not a robust transit system out here right now, and I think some of the discussions about concurrency about when we put the transit system in place and allow development -- I think that's a complicated discussion.

If you don't have the demand on the system out here, you can never pay for the system to be out here. So I think that's why we are looking at TOD nodes like Horseshoe Bend, Gary Lane, and then kind of just higher-density residential along this corridor to make that a much more convincing argument in the future to have more robust transit on this section of State Street.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: If I could just follow
So I guess my question is do we, as a city and a staff when you're considering applications, look at a street that has a bus route on it, like an Overland, for instance, where there's actually a bus route, versus a property like we have in front of us right now with this application identically -- because we call them both transit-oriented corridors -- or is there some sort of distinction that staff makes in the course of making a recommendation that helps us as Commissioners make a decision between a place that doesn't actually have any public transit versus a place that actually has public transit, even if it's not robust?

LEON LETSON: Yes, Madam Chair.

Certainly having an existing route adjacent to a site, I would say, is a more valuable situation than one where it's planned. Again, Valley Connect 2.0, every planning document we have is identifying transit on State Street in this area.

So it's definitely not the same as having a bus actually passing by, like in an Overland situation, but this is as close as -- I mean, if you're going to put density on any corridor in our valley, State Street has been identified as the place
to put that because we're focusing investment and cooperation to build a transit system out in this area. So planning, basically.

UNIDENTIFIED SPEAKER: Yeah.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: Is anybody else going to weigh in here?

I have a question for the Applicant.

So in your letter to the City, you made a point that -- and I don't have it up in front of me so I'm just going to have to go from memory -- but you made a point that the way you're doing this project doesn't actually require you to tile this drain or to tile this; but then a couple paragraphs later, you state you're going to and then of course you testified tonight that you're going to.

So you can -- can you explain to me, other than the fact that the Irrigation District -- or maybe it was the Drainage District -- one of them wants you to do it and it's easier for maintenance for them -- was that the main reason? Because I'm just curious if you're not required to do it, why you are doing it.

JAY GIBBONS: Madam Chairman, Commissioner Stevens, it's twofold. By tiling the drain and/or the
ditch, the easements that the irrigation and the Drainage District both exert become narrower. For instance, the Drainage District said they got a 100-foot easement; but if you tile it, it'll knock it to 50, 25 on a side.

Similarly, with Boise Valley Irrigation and the width I had told -- I had stated previously that it was 50-foot and that in my notes, that in talking with their attorney, he said 50. I've since been told maybe it's only 30 -- but regardless, 50 or 30, if that -- if the irrigation lateral is tiled for that 359 feet, then their easement goes down to 10-foot a side so it's a 20-foot easement.

And that's the reason we are willing to tile them in the first place is that it gives us more developable space in order to, you know, create more open space or fit our buildings on it.

COMMISSIONER STEVENS: Thank you.

CHAIRMAN STEAD: Any other questions from the Commission?

Okay.

PUBLIC TESTIMONY

CHAIRMAN STEAD: We'll move onto the sign-up sheet then.

Actually, Ms. Scofield, you're first up on
the sign-up sheet. Would you like to speak again?
Are you --

ERIKA SCOFIELD: I don't know -- I'll pass.
CHAIRMAN STEAD: Okay.
ERIKA SCOFIELD: I got most of my -- and I'm
tired.

CHAIRMAN STEAD: Okay.
Ms. Scofield is going to pass.
It looks like next up is Jennifer Szwek.

JENNIFER SZWEK: I'd like to trade with Bill Smithey, please.

CHAIRMAN STEAD: Bill Smithey's next up on the list.

So Jennifer's waiving her time and Bill Smithey will be --

UNIDENTIFIED SPEAKER: I don't think she wants to --

CHAIRMAN STEAD: Oh.
JENNIFER SZWEK: Not substituting.
CHAIRMAN STEAD: Got it.
JENNIFER SZWEK: If we could trade our places.
CHAIRMAN STEAD: Okay.
JENNIFER SZWEK: Okay.
CHAIRMAN STEAD: Next up is Bill Smithey.
BILL SMITHEY: Thank you.
Bill Smithey. 8152 Duncan Lane.

I'm going to start -- I just want to talk about the -- some TOD and safety issues.

The developer in their November 26 letter to the City -- he tells the City that ITD has said that a multi-family development with a maximum of 60 units will allow the developer to avoid drastic improvements to the State Street frontage.

Yet, the IDT (sic) says something completely different. Specifically, the ITD has access and traffic concerns, provided that the appropriate ITD permit is obtained in future connections and are required to submit [unintelligible] generation numbers. The ITD does not object to the proposed application.

And in their letter to the City, the ITD states that in order to consider a full-access approach for the development, the residential approach approximately 250 feet east of the proposed approach must be relocated. And also, if the residential approach to the east is not relocated, then the Applicant will be required to submit a right-turn lane warrant. Also, that the proposed approach has not been properly documented with an ITD permit, the Applicant will need to submit an ITD right-of-way
encroachment application and permit.

Also the necessary infrastructure for both
the traffic and pedestrian safety and high quality
TOD -- they really are not in place, and they're not
likely to be in place in the near future.

The exit and enters onto Highway 44 will
create additional confusion in a high-speed corridor
already well known for its dangers. In general, the
traffic accelerates beyond the posted limit of
50 miles per hour when traveling west from the
Glenwood intersection area.

We've heard concerns from residents south
of Highway 44 who already feel unsafe using Arney Lane
due to the involvement in traffic accidents. Arney
Lane is this -- is aligned with the proposed entrance
to the project and, as such, may directly compete with
the middle turn lane if the project entrance does not
entirely enforce ride-in and ride-out turns.

If these are enforced, the most -- most
morning commuters will be forced to turn westward onto
Highway 44 and drive towards the non-signal Duncan
Lane intersection 240 meters to the east. Morning
commuters at Duncan will be making a left turn across
the path, likely into the middle turn lane. The
commuters leaving the project, now heading opposite
their desired direction, will make -- either make (a) a right turn onto Duncan to find the turn-around location within the neighborhood and proceed back out Duncan to make a left turn onto Highway 44, or (b) make a left turn using the middle turn lane into one of the businesses on the south side of Highway 44 and then make a right turn onto State Street, or (c) --

THE CLERK: Time.

CHAIRMAN STEAD: Thank you.

BILL SMITHEY: Thank you.

[Unintelligible]

CHAIRMAN STEAD: So Jennifer Szwek next.

JENNIFER SZWEK: All right. Thank you.

Jennifer Szwek. 8955 Duncan Lane. I live in the northwest neighborhood, and I'm here to talk about this very large rezone of -- for our area here, and particularly the safety of the school children here in this area if this goes through, so...

The school children will need to be bussed or driven to school due to lack of safe walking infrastructure, the detached sidewalks, street lighting on Bogart and along Highway 44, incurring the dangers of entering or exiting the development by vehicle. Capacity will require bussing in the near future, and the lack of infrastructure shifts the cost
of accommodating this proposed project onto the backs of the taxpayers and the cost of bussing.

Although Boise School District may respond that a PUD has been -- met all of their requirements, they have no specific requirements for PUDs, and thus is the responsibility of the planning staff to ensure the needs of the school children are met.

UNIDENTIFIED SPEAKER: Is there something wrong?
UNIDENTIFIED SPEAKER: Oh. Yeah.
UNIDENTIFIED SPEAKER: Oh. Okay.

JENNIFER SZWEK: As you can see over here in this diagram, they did respond, but it's a form letter that the school system sent when we did our records request with no specific information.

So along with the safety of the children and increased bussing concerns that we see from no infrastructure from Shadow Hills Elementary on Bogart, these are children, age five to 12, that we're concerned about here.

Something to consider here, as we heard earlier -- gosh -- from Rick Visser, is the Idaho Code here with LLUPA, which is the law that needs to be followed to avoid undue concentration and population overcrowding of the land and to allow local school districts to participate in the community planning and
development process so as to address public school
needs and impacts on an ongoing basis.

So the comprehensive guide, as Rick said,
is just that. The Comprehensive Plan is just a guide.

So in the safety of this new development,
how would it be if children could walk to school,
possibly negotiating with the adjacent landowners to
create a pathway along the irrigation lateral to allow
the people and kids to walk to the park? Children
need to have fresh air to play and away from the
harmful effects of living near a busy highway.

THE CLERK: Time.

CHAIRMAN STEAD: Thank you.

JENNIFER SZWEK: Mm-hmm.

CHAIRMAN STEAD: Next up is Richard Llewellyn.

UNIDENTIFIED SPEAKER: [Unintelligible] the
Applicant.

RICHARD LLEWELLYN: Richard Llewellyn. 9170
Hill Road.

Thank you, all. I will try to make my
comments as -- well, I guess I have three minutes.

So our compatibility to West B subdivision
is a real issue here. West B subdivision are the
eight parcels to the north. They have been covenant
restricted since I was a kid, and they cannot
subdivide unless they have unanimous consent among all of them.

So that really puts a burden on trying to figure out how to do TOD. TOD is something that our neighborhood is kind of resigned -- or accepted or -- maybe it's a good idea. We certainly think transit along State Street is a good idea in the long run, but how do we do it well?

One thing we do -- it well -- is we fought and struggled, and I personally worked to maintain this lateral on the north side. We would like it staying open all the way along and that would help maintain compatibility in an otherwise challenging situation.

Yeah. We're keeping our waterways in the sun. It's a State Street corridor policy to daylight -- keep daylight -- the canals daylighted, and I appreciate your comments earlier, Commissioner Stevens, about that.

Zoning update. So this policy is quoted by planning staff that we should remove barriers to desirable development patterns, particularly in those areas identified as areas of change in Chapter 4 Planning Area Policies.

This brings up a lot of issues for us.
Almost our entire neighborhood is considered an area of change. It's -- of course, was done so before we were part of the city. And, clearly, whoever wrote that map didn't know about the West B subdivision covenants.

But even larger -- we do not have a desirable development pattern in northwest Boise.

When I was a kid, my little sister -- I was in sixth grade. She had a temporary school classroom -- it was supposed to be temporary -- at Pierce Park and guess what? Just this year, now, very -- quite a long time later, we're finally catching up to our growth; right?

So we just do not believe that it will happen on its own. This area is getting impacted heavily, multiple developments that, you know -- it would be a good idea to get a connectivity over to Bogart, but that's not going to solve everything.

So, I just emphasize, we have to do the best job we can here. And I think that until infrastructure can catch up to the safety requirements and the livability goals of transit-oriented development, I think if we just continue to approve developments here -- I just don't think those things are going to happen. I think that if you require them
at least concurrently, there will be enough pressure put on the City and various agencies to make them happen.

So that's what I hope will happen, so I think you should reject it. I do appreciate working with the developer, and I do hope he -- we can continue --

THE CLERK: Time.

RICHARD LLEWELLYN: -- the conversation.

CHAIRMAN STEAD: Thank you, Mr. Llewellyn.

That's all we have for the sign-up sheet.

Is there anybody else in the audience hoping to testify on this item tonight?

UNIDENTIFIED SPEAKER: No.

CHAIRMAN STEAD: I see one.

Don't forget, please, to sign the white sheet and start with your name and address.

BRENT COLES: My name is Brent Coles. I'm at 6780 Casa Real in Boise, Idaho in the Northwest Neighborhood Association area.

Our neighborhood has been working diligently to write a neighborhood plan; we're working on it diligently.

The challenge for us is to drive out onto State Street. We look at -- Arney Lane connects to
Riverside Village, which is in Garden City, very large
development, has two access points. One is Arney
Lane, and one is on Gary Lane. All that traffic
coming out to State Street comes -- will come -- it
comes directly across the street from this project.
So now we're going to put 60 units up there on a
street, State Street, that is over capacity now --
50 miles-an-hour traffic, no stop light there.

There's one at Bogart Lane. Bogart Lane
intersection is not a fully developed intersection by
any means, and I drive through there -- I go through
Arney Lane, and it is a suicide trying to get out into
the middle lane and then get over into traffic. It's
a disaster waiting to happen. Very, very challenging.

Madam Chair, members of the Commission, I
first wanted to say I respect and thank you for your
volunteer work here. I understand it.

I -- it's time to say, "Stop." It's time
to say, "No." It's time to say, "Let the Northwest
Neighborhood and other associations develop their
neighborhood plans."

Is nine minutes okay for you to have fire
response? To have medical response? Is that okay?

I mean, you're given information, but
you're the ones that make the final decision.
We were promised a fire station out there years ago when we were annexed. It's never been built.

So yes. We depend on Eagle, and that's just if they're not busy, but they're busy. We're way down the list. This is a legal issue waiting to happen.

Use common sense, use your integrity, your ability.

We're over 50 police officers short. They don't patrol State Street. It's divided between the city of Garden City and the city of Boise. We live out there. We don't see enforcement. We just, not too long ago, had a fatality at Eagle Road and State Street, just cars driving too fast, ignoring stop signs, running out into those intersections.

You have the opportunity to say, "Stop."

Say, "No. Let's wait till we have some infrastructure."

There's no sidewalks on State Street. There's no bicycle lanes. It's the most dangerous place at 50 miles an hour. We're going to put 60 units, 120 people, saying, "Oh, jump out there onto State Street."

And I did not see, and maybe there is --
is there a secondary access for fire to get into this subdivision? I didn't see it, maybe it's there. But I know it. I know this is historical, but it used to be every subdivision had to have two access points for fire and police.

THE CLERK: Time.

BRENT COLES: Thank you for your time.

CHAIRMAN STEAD: Thank you, Mr. Coles.

Is there anybody else looking to testify on this item tonight?

Okay. Seeing none.

REBUTTAL

CHAIRMAN STEAD: We will invite the Applicant back up for a five-minute rebuttal.

JAY GIBBONS: Thank you, Madam Chairman, Commissioners.

What we heard for the most part from the comments is traffic and fire.

And what I said previously in my presentation about ITD and their permit process -- that is the permit process that we have yet to go through. We wanted to proceed to this level of the City to see if we gain approval before we actually went down the road, wasted their time or ours in preparing that permit. There's a lot involved in it,
so we still have to do that with ITD. That's outstanding. It'll get done here pretty quickly.

   As fires is concerned, you know, it is what it is, and it's been a problem for a long time. I've heard all kinds of comments in my planning experience with the County and all the big, proposed subdivisions or developments in every form over the last 15 or 20 years -- is the services, services, services. In some regard, we have to build things in order to have the base to provide those services, specifically in transit and busses.

   At present, we have -- we got a letter from the Fire Department, said that they were willing to serve us and they could, adequately, from the access that they had and the transportation that the street layout within our development.

   So with that, I will close my rebuttal and stand for questions or leave it in your capable hands.

   CHAIRMAN STEAD: Thank you.

   MOTIONS

   CHAIRMAN STEAD: At this point we'll close this portion 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 of CAR19-28 and approve PUD19-39.

COMMISSIONER FINFROCK: Second.

CHAIRMAN STEAD: We have a second by Commissioner Finfrock.

Is there any discussion?

COMMISSIONER GILLESPIE: Madam Chairman, just a couple of issues. I'm sure more will come out.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Thank you.

Seems like a lot of people have concerns with the other approving agencies, the Fire Department, ITD, the school district, the drainage companies, the laterals, et cetera.

You know, the issue is we have to rely on facts as we see them before us. We have the expert testimony of all of those agencies either approving of this or, in the case of ITD, saying what needs to be done. Sounds logical to me, what they're proposing. The Applicant and the City will make sure it's done, and the Applicant has said they'll do it.

So all of these concerns about these approving agencies -- I just think those concerns are best taken to those agencies. So if folks don't like that the Boise School District approved this
development, go talk to the Boise School District,
because I've got these folks who are paid to do this,
right, who say it's approved. So if I turned around
and tell a private property owner, "We can't do this
because the schools aren't adequate," he's going to,
you know, walk to City Council or walk to the Ada
County Courthouse and say, "Look, I got this note from
the Boise School District. So who are these guys
saying that it wasn't adequate?"

That's a problem, folks. I get the
problem, but I don't think the solution is here or at
least as far as I'm concerned in this matter. We
heard no facts with respect to school overcrowding; we
heard no facts with respect to poor fire performance;
we heard no facts, really, with respect to this
development itself and how it's situated and it fits
facts of opposition.

So, from my point of view, the rezone is
doing something that the City really wants to do,
which is get development on State Street. I support
that. I think it's the right thing to do. Frankly,
it wouldn't matter if I didn't support it. It's what
it says in the Comp Plan and the Code. And, you know,
it meets all the dimensional standards and all of the
nitty-gritty that we go through, so I'm going to
support the motion.

CHAIRMAN STEAD: Further discussion?

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: As Leon explained, if we're going to add density, then it should be along State Street, you know, a future transit corridor, which is supportive of our Comprehensive Plan. And that, coupled with the amenities, setbacks, and the parking requirements that adhere to the development code -- I'm going to support the motion.

And, as Commissioner Gillespie pointed out, Boise Fire Department received and approved this application as well.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'm going to oppose the motion, which may seem a little bit contrary to the other things I've said tonight, but here's where I'm going with this.

I, generally speaking, support this kind of density at this spot at some point in the future, but I am concerned that this neighborhood is dying by a thousand cuts and that it's taking one after another. In fact, the slide that's on our screen
right now is a great example, and there are more that aren't on the screen.

I'd like this neighborhood to be given the opportunity, frankly, to finish their comprehensive plan or their neighborhood plan, I mean, and have it adopted into our code and into our Comp Plan.

This is not a transit corridor yet; there is zero public transit at this point. And I think, you know, there is little remaining land in this neighborhood that we can actually try to create some place-making in, and this is one of those places.

I'd like to see some part of that canal remain open, probably the west side makes the most sense; but, you know, I leave that to the neighborhood and the developer to figure out. But something has to remain of this neighborhood with the density that's going to go in.

You know, we talk a lot about what makes Boise so great, and the things we want to keep, and the things we want to maintain, and we have to do it somewhere. We have to do it somewhere.

And if we're going to put density somewhere, I'd say this is the spot, but let's get a bus out there first and let's let the neighborhood have a plan so that we can have some connection to
what used to make the northwest neighborhood great.

I'm opposed, generally speaking, to closing canals. I don't know if anybody's aware, but we're in the middle of daylighting Cottonwood Creek right now because of all of the creeks that we've laid underground in this valley, all of the ditches, all of the waterways. We have very little connection left to our ag history in this city, and our city was built on ag history. For those of you who don't know, it's mining, it's timber, and it's ag, and so to get rid of every last vestige of that connection to place is really bothersome to me.

I support density here. I'll repeat that so that the people who are opposed to this project can hear me. I support it here and I will support it in the future, but I would prefer to see an application come back to us that recognizes the history of this, that recognizes the connection to the parcels to the north, and that provides some visual representation of that connection.

So I will not be supporting the motion, but I probably will in the future if we see something different come back.

CHAIRMAN STEAD: Further discussion?

Okay.
We have a motion to approve CAR19-28 and recommend approval -- oh. Sorry. I had that backwards -- recommend approval for CAR19-28 and approve PUD19-39.

ROLL CALL

CHAIRMAN STEAD: Can the clerk please call roll -- vote.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Stevens.

COMMISSIONER STEVENS: No.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: Motion carries, three to one.

CHAIRMAN STEAD: Thank you.

We're going to take a quick break before we come back to hear Item 7. We'll break for about five or six minutes.

(End transcription at 3:43:15 of audio file.)
7. **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. Karla Nelson

**PUD19-00044 & CVA19-00073 / Townhomes on the Ave, LLC**
612 N Avenue H Ave
Conditional use permit for a planned residential development comprised of 18 attached townhomes on 1.04 acres located in a proposed R-3D (Multi-Family Residential with Design Review) zone. A variance is also included for the front and rear yard setbacks. Karla Nelson

**SUB19-00077 / Armory Avenue Subdivision**
612 N Avenue H Ave
Preliminary plat for a residential subdivision comprised of 18 buildable and 2 common lots on 1.04 acres located in a proposed R-3D (Multi-Family Residential with Design Review) zone. Karla Nelson

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Milt Gillespie, Commissioner |
| SECONDER: | Jennifer Stevens, Commissioner |
| AYES: | Jennifer Stevens, Milt Gillespie, Janelle Finfrock, Meredith Stead |
| ABSTAIN: | Ben Zuckerman |
| ABSENT: | Jim Bratnober, Bob Schafer |

**ALL IN FAVOR, MOTION CARRIED**
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE:
CAR19-00032 / TOWNHOMES ON THE AVE, LLC
and
PUD19-00044 & CVA19-00073 / TOWNHOMES ON
THE AVE, LLC
and
SUB19-00077 / ARMORY AVENUE SUBDIVISION
612 North Avenue H

TRANSCRIPT OF RECORDED PUBLIC HEARING
MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JENNIFER STEVENS
MILT GILLESPIE
JANELLE FINFROCK
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
INTRODUCTION

CHAIRMAN STEAD: Could you change the -- thank you.

KARLA NELSON: Madam Chair and Commissioners, before you is a request to rezone one acre from a medium-density, residential zone to multi-family, residential zone with design review, located at 612 North Avenue H. A planned, residential development comprised of 18 attached townhomes and a variance for the front and rear setbacks is also included, along with a preliminary plat for a residential subdivision comprised of 18 buildable and two common lots.

The site is located in the East End in the Reserve Street Armory Neighborhood Activity Center. The military reserve, bike skills park, and dog park are only 330 feet to the north, Fort Boise Park is 800 feet to the west, and Saint Luke's Hospital is within a half mile of the site.

The Applicant requests to rezone the property from R-2, which allows up to 14.5 units per acre, to an R-3D, which allows up to 43.5 units per acre. The Planning Team finds the R-3 zone to be appropriate, as higher-density developments are
desired in the Neighborhood Activity Center and the R-3 zone will provide a transition from the higher, intense, active uses that are anticipated to redevelop in a C-2D/DA zone armory site and to the R-2 zone properties further to the east.

The proposed density will also be similar to other properties in the vicinity, as shown on this map.

Oops.

For parcels 1.5 acres in size or less, as is the case for the subject property, Blueprint Boise does not require adherence to the associated land-use designation, provided the proposed use is supported by other Comprehensive Plan policies. There are numerous policies within the Comprehensive Plan and the East End Neighborhood Plan listed on this slide which support the proposal.

As an infill project in close proximity to downtown, future residents will be able to meet many of their daily needs within walking distance. The proposal also further diversifies the housing products available in the neighborhood and offers a pedestrian-oriented design.

Here is the site plan. The plan complies with required parking, height, and density
requirements of the R-3 zone. To address neighborhood concerns regarding cut-through traffic, the Applicant has agreed to modify the site plan to install a sidewalk bulb-out on the corner of Avenue H and Logan Avenue.

The southwest corner of the site will offer a public amenity space for the neighborhood in the form of raised planters with trees and seating. An additional amenity will be provided internal to the site and will offer an outdoor patio, built-in barbecues, and seating for the townhome residents. A gate will allow access between the proposed development and the adjacent development to the east.

Here are the building elevations and perspectives facing Logan Street. Each building will have a similar design with modulated facades and a variety of materials to break up massing, and all of the units will include porches and balconies.

As the rezone will place the property within a Design Review overlay district, the site and building design will be reviewed in more detail through a separate Design Review application.

The Applicant has proposed variances to the front and rear setbacks on several lots for both balconies and the main building footprints. A
variance is also requested for a portion of the
service drive. The Planning Team finds that
exceptional circumstances exist to justify the
variance requests.

Logan Street is 80 feet wide in this area,
which is unusually wide for a local street, and the
width has allowed for the Applicant -- additional
width has allowed for the Applicant to provide street
improvements. And, as a result, the balconies facing
Logan Street will be approximately 27 feet from the
dge of pavement, providing ample front yards as well
as an inviting streetscape.

The main structure of the building is set
back even further at 33 feet from the edge of
pavement. As a result, the requested front-yard
encroachment will not be noticeable to the
neighborhood.

The proposed rear-yard variances for Lot
15 and 16 will be separated from the nearest
condominium -- condo building by more than 75 feet.
The Planning Team finds that the requested
variances will not harm nearby properties but will
allow for a high-quality townhome development with
public and private gathering spaces.

In conclusion, the Planning Team
recommends approval of the application.

As a reminder, the Commission will make a final decision on the PUD and variance and a recommendation to City Council on the rezone and subdivision.

Thank you.

CHAIRMAN STEAD: Thank you.

We'll now hear from the Applicant, please.

BEN SEMPLE: Good evening.

Ben Semple. 1014 South La Pointe Street, Suite 3.

Madam Chair and Commissioners, I guess we're just really excited for this project. We feel really great about what it will add to the East End Neighborhood here, and we are in agreement with all the conditions of approval contained within the staff report.

With that, I'll stand for questions.

CHAIRMAN STEAD: Thank you.

NEIGHBORHOOD ASSOCIATION

CHAIRMAN STEAD: Next up we have -- we'll ask for a representative from the neighborhood association.

Do we have somebody from the East End Neighborhood Association here tonight?

Does the Commission have any questions for the Applicant or for staff?

Hearing none --

COMMISSIONER GILLESPIE: Give me just a second, please. Sorry. Just trying to wrap my head around it.

Can -- Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Can we put up the variance chart again, Karla?

So could you just walk through that piece one more time for this tired Commissioner on why the City is okay with these two variances.

KARLA NELSON: Madam Chair, Commissioner Gillespie, Logan Street, right here in front of -- this is a variance to the front balconies and the buildings. And Logan Street in this section is 80 feet wide, which we find to be -- sorry -- exceptionally wide for a local street in this area. Most are 50 to 60 feet wide.

And so the buildings will effectively be set back quite a bit further at 27 feet for the balconies and 33 feet for the building from the edge of pavement. So there's still a lot of front-yard space
And it does meet a lot of our Comprehensive Plan policies in terms of having a pedestrian-oriented structure and the detached sidewalks, street trees.

This variance in the rear yards is set back from this nearest structure by 75 feet, and it's separated by a parking lot, mature landscaping, and a carport structure. So we found that it really wouldn't impact the neighbors.

COMMISSIONER GILLESPIE: Okay. Thank you very much.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: A question for staff.

Can you explain the exception to Blueprint Boise's land-use designation for properties under 1.5 acres in size?

KARLA NELSON: Madam Chair, Commissioner Finfrock, Blueprint Boise includes a policy saying that if properties are less than 1.5 acres in size they don't need to meet the land-use designation. So this one -- the designation is compact and, normally, the requested zone would not be allowed. But because it is smaller than that -- it's only a little over one
acre in size -- we just have to look at the policies in the plan and find that those -- that it's meeting several of the policies and that's where we can make our determination.

COMMISSIONER FINFROCK: Thank you.

COMMISSIONER GILLESPIE: Okay. Good.

Thank you.

Question.

CHAIRMAN STEAD: Thank you.

Are there any other questions from the Commission?

Okay.

PUBLIC TESTIMONY

CHAIRMAN STEAD: Moving on to the sign-up sheet. The only person we have on the list is Brian Donnley (sic).

BRIAN DONCILEY: Chairman, Commissioners, my name is Brian Donciley. I live at 550 Avenue H, which is directly across the street to the south.

I own another property at the end of the block on East Krall, 1012 East Krall. These are two duplexes. I've lived in the one on the corner of Logan and Avenue H to the south of this development property now for about, I don't know, 15-20 years. I don't know exactly.
In 1861, John Krall came over from who-knows-where, Germany. But, basically, he was a banker. They developed this property. It became a horse ranch eventually, and they leased horses and what-have-you out of this property, and Krall Subdivision is the result of his divide -- subdividing. He was in cahoots with Davis, who -- Julia Davis Park, and they were orchardists. And there's a lot of history around this particular neck of the woods, which, I think, I want to bring to this Commission's attention before this development essentially destroys any sense of that history.

Those buildings that are there are shacks now; it's an eyesore. I've watched it degrade with the current owners, frankly. I've talked to them, and it was obvious that this property is being held for future development. It's pretty junky. This is going to be an improvement certainly, aesthetically. It'll be an improvement for me; I'm sure it'll enhance my property values.

But what it will do to me, as in -- I'm the only one here. I guess I'm the only one who really, directly, probably -- it's in my face. When I go out the door, I'm going to be looking at a three-story townhouse subdivision across the street
instead of those little houses, one built in 1935 by the prior owner's grandparents, and he's since passed away. You know, it's a little neighborhood thing.

It's changing. Boise's changing. East End is changing. The city is essentially encroaching into this little corner because it's not in the historical district.

And the Armory's across the street and, frankly, the Armory -- some of those guys, you know -- a couple of them -- one of the owners of the Armory property's my client. He tells me what they're doing over there. Someday that's going to be developed into something real, a single -- nobody knows. I mean, apparently, we ask, "What's going on over there?"

There's a -- they're waiting for a single lessor, and they don't want to do the build-out. It's going to cost a ton of money. Someday that's all going to happen over there across the street from me.

I loved walking in the hills with my dog before the bike park. I don't so much now.

The little -- it's just changing, changing fast. The history of this is -- I guess what I'm saying is be careful.

This is a good development.

THE CLERK: Time.
BRIAN DONCILEY: It looks nice. It's good. It's close in. It's going to deliver --

CHAIRMAN STEAD: Thank you, sir. That's your time.

BRIAN DONCILEY: -- good value to the city, and my perspective is mine.

CHAIRMAN STEAD: Thank you.

BRIAN DONCILEY: Thank you.

CHAIRMAN STEAD: Is there anybody who did not make it onto the sign-up sheet that would like to -- please come up.

If there's anybody else, too, please come up to the front.

Thank you.

Start with your name and address. You'll have three minutes. And then also, please, complete one of those white slips --

DAVID KLINGER: Yes.

Good evening.

CHAIRMAN STEAD: -- when you're finished.

DAVID KLINGER: David Klinger. 1404 North 24th Street.

And the previous speaker alluded to the question that I wanted to put on the record. You know, I believe that context in judging any project
application is important, and so I'd like to ask the
elephant-in-the-room question, the one that the
gentleman just before me alluded to.

What is the status of the significant
block of land on which the historic Boise Armory
exists? What is the status of that project?

It's been -- remained vacant for years.
It's contiguous -- a contiguous property to this
project. So I just think that a lot of people in
Boise are confused about the future of a historic
property that has remained vacant for so many years,
and no one really seems to have a clear picture in
terms of the direction that property is going.

It may have little bearing on the project
before you tonight, but I think context is important.
We need to know.

Thank you.

CHAIRMAN STEAD: Thank you.

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

Okay. Seeing none.

We'll close this portion of the hearing,
and the item is now before the Commission.

REBUTTAL

COMMISSIONER GILLESPIE: Oh. Rebuttal.
CHAIRMAN STEAD: Oh. Thank you.

Okay.

The Applicant is waiving his rebuttal.

MOTIONS

CHAIRMAN STEAD: So now the item is before the Commission.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I hope I get this one, the numbers, right.

I move to recommend approval of CAR19-32, to approve PUD19-44 and CVA19-73.

CHAIRMAN STEAD: Mm. It's --

COMMISSIONER STEVENS: Madam Chair.

COMMISSIONER GILLESPIE: Oh. Did I forget one?

Oh. And -- sorry -- one more.

And included in the motion is to recommend approval for SUB19-77.

COMMISSIONER STEVENS: Second.

CHAIRMAN STEAD: Okay.

We have a motion and a second by Commissioner Stevens.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I live very, very
close to this thing. So it kind of is it's special, little corner.

The whole Armory issue is -- in this whole neighborhood, is it's really cool, it's really interesting. And I appreciate Mr. Klinger's comment.

He may need to know, but nobody knows. So I don't think there -- I don't know of any. I can't answer his question, and I don't think anybody can. We don't know. I mean, some guys own it. They don't know what they want to do. It's an incredibly expensive building to deal with. If you've ever been inside it, it's incredibly cool, and I could go on forever. So, unfortunately, I can't answer your question, and I don't think it's right to tie that to this.

I love this development. I think the way it activates the streetscape down there in that area -- it's ripe for that. It's right next to St. Luke's, so if you were just starting to work in your professional career at St. Luke's and you needed a place to live, this would be perfect. You could walk every morning. It's just straight shot to Luke's, which is the biggest employer, I think, in the city.

Decent trends of access for Boise, Idaho -- we all know those issues. It has wonderful access to
the foothills and parks, and it is a great neighborhood already. And as -- you know, as someone pointed out, as long as we don't blow it on the Armory -- and I don't think we will -- I think it'll be a really great neighborhood. So I'm really excited to see this development. I'll be supporting the motion.

CHAIRMAN STEAD: Further discussion?

ROLL CALL

CHAIRMAN STEAD: Will the clerk please call the vote.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

COMMISSIONER STEAD: Aye.

THE CLERK: Stevens.

COMMISSIONER STEVENS: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

CHAIRMAN STEAD: Okay. Okay.

(End transcription at 4:06:20 of audio file.)

-o0o-
8. **CAR19-00025 / CDG Acquisitions, LLC**
1909 & 2001 W Boise Ave
Rezone of 3.3 acres located from C-1D (General Commercial with Design Review) and R-2 (Medium Density Residential) zones to a R-OD/DA (Residential Office with Design Review and Development Agreement) zone. Céline Acord

| RESULT: | DENIED [2 to 1] |
| MOVER:  | Milt Gillespie, Commissioner |
| SECONDER: | Meredith Stead, Chairperson |
| AYES: | Milt Gillespie, Meredith Stead |
| NAYES: | Janelle Finfrock |
| ABSTAIN: | Ben Zuckerman |
| ABSENT: | Jim Bratnober, Bob Schafer |
| RECUSED: | Jennifer Stevens |

**RESULT:** MAJORITY IN FAVOR, MOTION CARRIED

---

**CUP19-00079 / CDG Acquisitions, LLC**
1909 & 2001 W Boise Ave
Conditional use permit to exceed the maximum height allowed adjacent to residential on 3.3 acres located in a proposed R-OD/DA (Residential Office with Design Review and Development Agreement) zone. Céline Acord

| RESULT: | WITHDRAWN |

---

**Attachment:** February 10, 2020_Minutes (Planning & Zoning Commission Hearing Minutes, February 10, 2020)
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE: )
CAR19-00025 / CDG ACQUISITIONS, LLC )
and )
CUP19-00079 / CDG ACQUISITIONS, LLC )
1909 & 2001 West Boise Avenue )
____________________________________

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JANELLE FINFROCK
MATT GILLESPIE
JENNIFER STEVENS
BEN ZUCKERMAN, STUDENT COMMISSIONER

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

Notary Public
(Begin transcription at 4:05:43 of audio file.)

INTRODUCTION

CHAIRMAN STEAD: Okay. Okay. Moving on to item No. 8, which is it CAR19–25 at 1909 and 2001 West Boise Avenue. This is a rezone of 3.3 acres.

And now we'll hear from staff. Céline.

CÉLINE ACORD: Chairman, Commissioners, everyone in the public, thank you for hanging out with us late tonight.

For those of you who don't know me, I'm Céline Acord with Planning and Development Services. Commissioners, the last item tonight is a request for rezone at 1909 and 2001 West Boise Avenue. The Applicant formally withdrew the height exception request, which is attached in your late correspondence packet. So before you tonight is only a rezone. There is an attached Development Agreement, which would tie conceptual design to the redevelopment of this property.

The site is on the edge of the downtown and the southeast planning areas, and adjacent to the Boise State campus, at the intersection of Boise Avenue, Protest Road, and Beacon Street. Adjacent properties include a restaurant along Protest Road, single-family
homes on the bench in the Mesa Vista Subdivision, and the Woodbridge Townhomes to the northwest. Across Boise Avenue is Boise State student housing, and across Protest are the Identity and Eagle Pointe Apartment complexes.

The property is designated mixed use in the Comprehensive Plan and is located in the heart of an activity center. This designation allows for almost every zoning district so as to encourage more active uses. The site is also on the edge of the downtown planning area, which encourages the most intense uses in the core of our city.

The site is currently split zoned with R-2 and C-1D zones. The Applicant is requesting a change to the zoning to R-OD with a Development Agreement. The RO zone is present in the neighborhood just across the road.

The project report analyzed the current zones, the proposed zones and -- excuse me, zone and the other potential zones and their different allowances with regards to uses, setbacks, height, and floor-area ratio requirements. I won't go through all of that again. I know we're all a little tired right now.

But in summary, the height setbacks,
density, and floor-area ratio proposed with this project are very closely aligned with other potential zoning districts, such as the R-3, C-1, or C-2 zones that could be potentially zoned here. In short, the Planning Team does believe that the RO zone is consistent with the long-term vision for the area.

So the Development Agreement which was included in the rezone, included a concept plan for a three to four-story structure with underground parking that included 194 units and 537 beds. Overall the Planning Team believed that the project was suitable for the area, but included recommended conditions.

In your late correspondence packet, the Applicant agreed to limit that height to three stories. And again, withdrawing that height exception request, but asked for flexibility on other points. It's important to know that while we are talking about the details of a conceptual design, that's what it is, it is conceptual. The DA is essentially providing sideboards of what could be built on this site in its most intense form as this use would be allowed within the RO.

Commenting agency requirements and further review by the Design Review Committee or even City Council may still very well change this project. So to
go over what is being recommended for you all tonight
are the following conditions for the Development
Agreement:

Limiting the height of the structure to
three stories. The Applicant has already agreed to do
this, but the condition spells out that the building
would be at 35 feet in height and the parapet walls,
mechanical units, elevator towers, et cetera, would be
no more than 40 feet in height. Capping the density to
195 units and 545 bedrooms. The floor-area ratio would
be no more than 1.55 for aboveground improvements.

For parking, requiring a minimum of 267
spaces be provided. The number of indoor and secured
bicycle parking spaces would be half the final bedroom
count, while external guests bicycle parking spaces
would be one space per ten bedrooms, and at least two
alternative transportation options should be provided
for the residents within the development. And would
not include the existing transit lines that are in
front of the site.

Three access points are proposed right now.
The DA would only allow one access point. And then
detached sidewalks shall be provided along the street
frontages of the site. And finally, the mitigation for
loss of vegetation shall be conditioned as the Design
Review Committee sees fit.

Do you all have questions before I go on?

Okay. No? Okay.

So you've seen in your packet there's quite a bit of opposition to this project, which are centered around six topics: height, density, parking and traffic, the loss of existing vegetation, the relocation of the drainage facility, and the loss of affordable housing.

With the Applicant withdrawing the height exception request and agreeing to remove the fourth floor, the Planning Team believes height should no longer be a concern. Density and how it correlates with parking and traffic are a concern for the immediate neighborhood. Some believe there should be one parking space per bedroom. As detailed in the report, the concept supplies with the parking standards, and the site location itself will encourage residents to walk and bike. The project is also including alternative modes of transportation.

Many trees on site are in poor health, while others are in excellent condition and certainly add to the urban tree canopy. Typically mitigation is required, but since the design is still conceptual at this point and could very well change with these
conditions, the condition has been included to allow
the Design Review Committee to require that mitigation
with the final design.

   As for the drainage facility, there was a
comprehensive letter from the Drainage District No. 3
that went into detail about Drain A, which is shown in
red here. As a standard for most facilities, the
relocation will be reviewed by the Public Works
Department, as well as the Drainage District, to ensure
their improvements meet their standards.

   Finally, many have commented and many are
in attendance tonight on the loss of affordable
housing. We certainly aren't promoting demolition or
the removal of affordable housing, but the structure is
not an historic building, nor is it landmarked. We are
simply reviewing the merits of the change in zone
tonight. As you know, there are no current regulations
on providing affordable housing within new
developments.

   The Applicant is here, of course, and can
fill in wherever I might have left out information. As
a reminder, the Planning Team is recommending approval
of the rezone. You can modify, remove, or add any
conditions to the Development Agreement as you see fit,
since this is a recommendation to City Council. And
again, there's no action needed on the conditional-use permit, since it's been formally withdrawn.

And I'll stand for questions.

CHAIRMAN STEAD: Thank you, Ms. Accord.

I think first we'll hear -- we'll see if there's a representative here from the Southeast Neighborhood Association.

COMMISSIONER GILLESPIE: I think we should hear from the Applicant.

COMMISSIONER STEVENS: Applicant.

CHAIRMAN STEAD: Thank you. The Applicant first.

COMMISSIONER GILLESPIE: We'll give you a shot.

CHAIRMAN STEAD: We'll start with ten minutes.

MITCH KORTE: And I hate to do this, I'm going to try and rush through it, but can we request 20 minutes to work with?

CHAIRMAN STEAD: Sure. Yeah.

MITCH KORTE: So I'm Mitch Korte. I'm with Collegiate Development Group, 7711 Bonhomme Avenue.

I just want to say real quick thank you to Céline and her team. They've been great to work with throughout this process, and really appreciate all the work that went into the staff report.

I do, just before I get into it, talk real
quick about the conditions. There are several conditions, like Céline highlighted, that we are willing to accept, including reducing the building height down to three stories, which eliminated the conditional-use permit requirement. And then there were just a few others where we have just very minor changes, but we don't think that that substantially alters the condition. So I'll circle back at the end just to follow up on the conditions.

Okay. On this next slide it shows a little bit about CDG. And I just want to talk about CDG as a whole, just a little bit about our experience. So we're a development company. We're a small group. We only have 17 employees. We do -- you know, we develop mixed-use student housing projects across the country. And we typically do three to four projects a year. And right now we actually have two projects in Boise. So two of our three to four projects a year right now are actually located in Boise.

And I think that speaks to, one, you know, how much we really firmly believe in the fundamentals of the Boise market. And two, really just how much we love this market. Everyone in our office wants to work on the Boise projects. Everyone comes here. They do not want to come home.
Brandt, our principal, just took his family on vacation. Could have gone anywhere. He brought them to Boise. So I just think it shows, you know, we love this market, we love the fundamentals of the market. And, you know, we have two projects now, and we want to be here long term. We're actively looking for more projects. We're actually thinking about potentially adding a satellite office, because we do want to be here and we're committed to being here long term.

What -- just real quick. Sorry about this. Just circling back a little bit more about Collegiate Development Group. We really focus on --

CHAIRMAN STEAD: I'm sorry. Can I just ask you to pause for one second.

MITCH KORTE: Sure.

CHAIRMAN STEAD: Can we pause the time?

The comments from the audience are very disrespectful. We're going to allow each of you your three minutes to share your opinion with us, and we're going to ask that you allow others to share their opinion, too, without interference. So let's please keep those comments to yourselves until you're at the microphone, and you're welcome to address them to us.

Thank you.
I apologize for that. Please continue.

MITCH KORTE: Sorry. Could we pause the time for one second while I try and figure this out?

CHAIRMAN STEAD: Yeah, take your time to regroup.

Okay. We'll give another 60 seconds to -- yeah, for the technical difficulties.

COMMISSIONER GILLESPIE: We might ask, if the Commission's in agreement, that we need to keep going. I don't know. You might ask Jen and Janelle what they think.

MITCH KORTE: Okay. We're good to go.

CHAIRMAN STEAD: Okay. Excellent. Thank you.

Cool.

Let's please continue the time.

MITCH KORTE: Okay. You can go to the next slide.

Okay. So sorry. Sorry about that.

I'll just pick up. I was explaining just what -- as a small development company, two things that CDG really focuses on. One is high-quality design. High-quality design, high-quality materials, making sure the project is contextual to the market.

If you look at this slide, it highlights some of our projects. And you can see every project
looks different because every project is in a different market. And we make sure Brian and his team really goes through the market, scouts it out. They tour properties. They tour other student housing projects. Get on site, get boots on the ground, and really make sure that what they're designing is really going to fit in and really look and feel like it belongs there.

The other thing we really pride ourselves on is being good community developers. And that is all about outreach. You know, we take -- we take the stance that we want to go into a market and really engage the stakeholders. So whether that's the City, the neighbors, the neighborhood association, we're really making an effort to sit down and meet with them early on in the process. And not only just meet with them, but to sit down and actually listen to their concerns, and then incorporate that into the project.

And this slide just shows -- I think Céline covered it. Everybody knows where the site is.

Okay. So this is a zoomed-in version of the site. And one thing I just want to talk real quick about compatibility. And you can see that the site right now is currently surrounded by multifamily and student housing properties. And then additionally, I think Céline highlighted some of the height in the
area. And all of these multifamily and student housing properties range from two to five stories. So we feel like our project is, you know, definitely compatible with this area.

And, you know, we also back up to the Mesa Vista neighborhood. One thing you can't tell from this slide is that their properties sit up on a bench that's about 50 feet above our property. And then in addition to that, our building is set about 50 feet off the property line. So between that height and setback, we feel like there's a pretty substantial buffer between our property and the neighborhood.

Okay. On this site -- or on this slide, I just want to talk real quick. This is Boise State's proposed master plan. And I understand this is still in the works. It hasn't been approved yet, but I thought it was important. The last slide kind of showed how we're compatible with what's there now. And I think this shows how we're compatible with what is being proposed, as Boise State's proposing two new student housing projects down in that area.

Okay. So on this slide I just want to talk real quick about the supply and demand imbalance as it relates to student housing Boise. So everyone knows there's been significant enrollment growth at Boise
State. Over 26,000 students right now. Almost 3 percent increase from last year. In the past five years you've seen almost 19 percent enrollment growth.

To go along with that, I also wanted to show a little bit of data just on the existing student housing properties. So on the right we have -- those are the purpose-built student housing properties in this market. And as you can see, across the board almost 100 percent occupied.

And one thing that's not shown on here is rent growth. And, you know, in addition to being 100 percent occupied, these properties are charging -- you know, they have significant year-over-year rent growth every year, and they're still able to lease up. And that is directly related to a lack of supply in the market.

So talking about that, I thought it would be easy just to walk through a quick table. So you can see what I have here is just the number of full-time students, over 17,000. You also have about 3500 beds that are on campus. So that leaves like 14,000 students that need to find off-campus housing. And right now there are about 2200 purpose-built student housing beds in Boise. So that leaves almost 12,000 students that are not living in purpose-built student
housing or on campus that need to find somewhere to go.

And I understand that this doesn't take
into account commuters. But I mean a few -- if you cut
this number in half, you're still looking at 6,000
students that are not living in student housing
properties, which means they're living in neighborhoods
and they're living in market-rate apartment complexes.

Okay. So this slide is -- so how do we fix
the problem? Because clearly there are students living
in neighborhoods. As I just said, over 6,000 students
not in student housing properties, so they're in
neighborhoods, market-rate apartments. And the
neighborhoods that are most affected are obviously
those that are directly adjacent to the university.

So if you look at the area on Beacon and on
Boise Ave, those are definitely the neighborhoods most
affected. Excuse me. And the other thing I want to
point out, I mean those areas are clearly -- we've seen
it in the news, they are overrun with student housing
at this point.

One other thing I want to point out, if you
look at CoStar or other commercial real estate reports,
you'll also see that these areas are some of the most
affordable and attainable housing right now in Boise
Ave -- or in Boise. Sorry.
So how do we fix the issue? And I think the answer is we need additional supply. Right now we're looking at bringing over 500 new beds to this market. We're not bringing 500 new residents, which means that we are potentially pulling 500 students out of those neighborhoods, out of those market-rate apartments, which in turn will potentially free those areas up for more affordable and attainable housing options.

Okay. So I want to talk just quickly about what is on the existing site right now. So you have the Maverick and the parking lot on the corner. The Maverick's been vacant for a couple years now. And then you have the Ridenbaugh Apartments.

So the Ridenbaugh Apartments have significant deferred maintenance. They are over 50 years, and they are -- I mean you can see in the pictures, they are starting to fall apart.

And then the other issue on here, looking at these pictures, there's actually a drainage ditch that runs directly through the middle of this site. It's an open drainage ditch, and it actually runs under the properties. So you can kind of see how the buildings are actually like spanning over this ditch.

So in addition to, you know, maintenance issues with
the property, you also have maintenance issues and security -- and safety issues, really, with the open ditch as well.

Now, with that being said -- excuse me -- we do understand that there are tenants in these apartments. And we understand that this is their home, and it is never easy to move your home from one location to another. But they are not in this alone. And, you know, we're here to help them through it. And as part of this help, we are offering, you know, some relocation assistance package. And I've highlighted what that package looks like here.

So one, constantly maintaining communication. So throughout this process, as soon as we have information on, you know, when we're going to be moving into the property or when we're starting construction or when we're closing, they will know as soon as we know.

Security deposit: We're guaranteeing that everyone gets their security deposit back. First month's rent, we are paying for the first month's rent for all the tenants at their next apartment or home. And we are actually also looking for a local housing group to work with. So we think -- you know, we've been searching for a group that is local to Boise that
can really engage the tenants and help them work
through this and help them find additional options for
housing.

And then lastly, we'll be paying for all of
the tenants' moving expenses as well.

And real quick, I just want to talk about
transportation. And, you know, another thing
Collegiate Development really focuses on is smart
growth principles. And, you know, our main focus is
based on the location of the site. All of our projects
are very close to campus, walking distance, biking
distance to campus, which eliminates the need for a car
to get to and from school.

And then, you know, in addition to those,
in addition to just location alone, we also provide,
you know, other smart alternative options. So you can
see here e-scooters, bike share, car share. There's a
Valley Transit stop right in front of our site. We're
going to be putting a new shelter there. And then the
BSU shuttle is also about two blocks to the north.

BRIAN O'CONNOR: Good evening. Brian O'Connor
from Cube 3, 160 State Street, Boston, Mass.

I'm just going to spend a few minutes. I
know time is precious here. So I'm going to go very
quickly. I just wanted to walk you through a little
bit of the -- what is going on here with this thing?

Okay. Just quickly a couple things on the site, and then I'll turn it back to Mitch. The site itself, as you can see here, we really focused very clearly on addressing West Boise Ave, South Protest, and thinking about how this community would dovetail with the neighborhood, particularly on the hill.

So we do have a drainage easement -- or a drainage creek that runs across the site that Mitch showed you. We're proposing to relocate that around the back. We're proposing to have a 50-foot setback against the hill. And really by lowering the building, which we've discussed a little bit, we're going to allow those view corridors to be maintained across the top of the site.

So just jump to the next one.

So as we -- as we started planning this building, the top view here is a section through the building that we first approached the neighborhood with and we first started conversation. So this project started its life with an above-grade parking garage, and the entire site was pretty much developed at four stories.

It became quickly clear to us that we were having too much encroachment and too much impingement
on the neighborhood up the hill. So the section below that shows the evolution of this project where we made the pretty substantial move to put all of that parking below grade. So the above-grade parking deck that used to be on the left-hand side of the site came out. We pushed it below grade. And we brought, I would say, 75 to 80 percent of the entire project down to three stories, along West Boise, along South Protest, and we'd originally kept a taller section up against the hill thinking that that may be actually beneficial as a buffer.

We since have had ongoing continued discussions both with planning staff and with the neighborhood, and we're now going to lose the leg on the right-hand side, another floor of that. So the entire project would fall within that three-story guideline that was discussed earlier.

From an overall site planning standpoint, I'm not going to spend a ton of time on this right now. We've covered a lot of the basic metrics. The core goal here was to really create an active pedestrian corridor along West Boise. So in this particular plan, you're seeing there are still two access points located on the site along West Boise. The first is for a ramp to that parking garage below grade. The second is
really a multiuse access point for visitors, drop off, move in, move out things like that. And we're going to continue to work with staff, and we're going to continue to work on the plan. But I do think that is going to be a challenge for us to continue to work through.

In addition to that, creating a very pedestrian-friendly environment along West Boise requires adjustments to the facade, pushing in and out, thinking about what those materials are, thinking about what that experience is like. And so we really have worked hard to create an undulating facade along West Boise that is engaging and that is active. We've located the primary building amenities to the northeast corner, in the upper right-hand corner here, where we've allocated somewhere between 11 and 13,000 square feet for amenities, including fitness, games room, lounges, lobbies, student activity areas.

In the center of the plan, you'll see there are two large, green courtyards. Those are private, resident courtyards that are completely enclosed within the building that live on top of that below-grade parking that we talked about before. And those will be highly developed student activity areas that will include hardscape, softscape, one will probably have a
pool, completely enclosed within those courtyards.

The project itself has a mix of studios, twos, threes, fours, and five-bed units, as you can see on there. And I won't go back through the same data you've heard on the parking.

So just a couple of the quick views. I know we only have a few minutes left. This is a shot looking down West Boise. You could see the building is three stories, large, active, glass facades at the ground plane kind of running down the edge of the street highlighting transparency and views into and out of the building along the edge. Different color and tone and texture of material at the base to really bring that pedestrian experience down. You can start to see the ins and outs in the building and really creating an architecture that's both warm, inviting, and engaging here.

This is another view looking back in the other direction here. You can see the longer extent of the building. In this one you can see those two parking access points in the building. We're going to continue to refine those. Integrated landscaping, hardscape, pedestrian corridor sort of feeling along the edge of this project.

We won't go into this in detail, but here
you can just see in the lower left, this is the parking plan that lives below grade. So we've gone to great lengths to try to maximize the efficiency of the parking and get all of it below grade. So we have maybe ten spaces up on the front along West Boise, which are really dedicated to quick move in, move out.

Just one more quick shot that sort of shows the overall extent of the project from further away.
You can see we're really trying to use a variety of materials along the facade, breaking the sort of building pieces down into more digestible elements that are scaled more appropriately to the sort of pedestrian condition we're trying to create.

MITCH KORTE: Okay. And then just to close out, like I said, I want to circle back on the conditions.
So before Céline had set out the conditions for the Development Agreement, and we are accepting most of those conditions, with the exception of just a few.
And I just want to walk through.

So the height, we are agreeing to pull that down to three stories. Céline's condition had 35 feet, and the building being 35 feet, and then the mechanical units and the parapet being 40 feet. So we're actually requesting an additional 2 feet. So 37 feet for the building and 42 feet for the parapet and the mechanical
units.

And the reasons are twofold. So one, when we moved the parking below grade -- so like Brian said, initially all the parking was above grade. We moved it below grade. Based on the way -- you basically have to set the building at a certain height, which is causing it to be set where it is right now because of the water table.

And then the other issue is the way height is measured in Boise. So typically you see height measured as the average grade across the entire site. In Boise it's measured from each individual spot. So you measure basically from the top of the roof directly down to that part of the grade. And the way the topo works on this site, it actually dips down a few feet at the very left part of the building.

So we are talking about a very small portion of the building that would be 37 feet. So if you measured by the average grade, it would be 35. But it just happens that the site dips. And the way the grade -- or the way the height's measured, it's 37 and 42, just in that very small portion.

The density and FAR is the same as Céline had mentioned. We're accepting the other changes as well.
The last one is the access. So Céline and City staff had requested one access point. And this is something that we've really been working a lot with City staff, Public Works, Republic Services, ACHD trying to figure out the best way to configure the front of this site. And we have -- we do have a one-access point option right now, but we were not there yet and we're not convinced that it's the safest, most efficient way to have the front of the building function.

So we would request that we allow two access points, and give us some room to continue to work with ACHD, keep that conversation going, keep talking to Public Works, and figure out what the safest and most efficient option is for the front of the building.

Thank you.

CHAIRMAN STEAD: Thank you.

Now we'll hear from the Southeast Neighborhood Association.

NEIGHBORHOOD ASSOCIATION

FRED FRITCHMAN: Good evening, Commissioners.

My name is Fred Fritchman, 1321 Denver Avenue, representing the Southeast Neighborhood Association.

Our board has voted to oppose the rezone of
these properties -- is that carrying all right? Can you hear that? I can't quite tell -- from neighborhood commercial and duplex to residential office. The proposed rezone cannot meet the required finding that it maintains and preserves compatibility of surrounding zoning and development.

The adjacent uses are detached, single-family homes and townhomes. The proposed use is a very high density, high occupancy private dormitory. These are not compatible uses. The RO zone at 87 allowed dwelling units per acre is worlds apart in scale and density from the R-1C and R-2 zoning the subject parcels adjoin. Aside from Identity, the nearest RO parcels to this site are east and north of Ann Morrison Park and downtown. These are highly urbanized areas, far from single-family homes.

Existing RO-zoned parcels generally abut downtown commercial or R-3 property. I looked at the zoning map of the city today and found only two locations where RO-zoned property adjoined R-2 property at State and Fargo and at 8th and Fort. I could not find a single location in the city where RO-zoned property adjoined R-1 property.

Neighbors purchased their homes in this area with the expectation that the Maverick site and
the Ridenbaugh Place Apartments might some day
redevelop. The current zoning was a reassurance that
new buildings and uses would be compatible. Retail and
apartments or offices on the Maverick site, and
perhaps -- excuse me -- more density on the Ridenbaugh
Apartment site.

The proposed rezone breaks faith with those
neighbors. This property is not in the Downtown
Planning Area or in the BSU Expansion Area. It is at
dead center of a designated mixed-use neighborhood
activity center.

The commercially zoned Maverick site on the
corner is a perfect location for commercial services
that would benefit neighbors. An ideal gathering spot
could be created here to enhance the livability and
pedestrian orientation of the area. Identity was not
required to have any uses serving the neighborhood, and
the northwest Boise State corner if it redevelops won't
either. That leaves the smoke and beer shop across
Protest and this site as the only spots to create true
mixed use on this intersection.

Construction of this project, as proposed,
would represent another lost opportunity to realize a
vision of a vibrant neighborhood focal point that could
serve people of all ages and incomes from throughout
the area.

The ACHD staff memo expresses concerns about parking for this project. It notes, quote, "Identity Boise and Eagle Pointe Apartments are located near the proposed development. Both apartment complexes have known parking challenges, and existing residents at Identity Boise often must rely on street parking in the neighborhood nearby. Staff is concerned that the number of proposed parking spaces will exacerbate parking issues in this area," unquote.

This project still does not have a traffic study approved by ACHD. This rezone only serves to create the maximum number of rentable bedrooms for the developer, while providing no services for the neighborhood and deputizing the public streets to fulfill its parking needs. It is also concerning that the fire department has noted that no fire truck access is provided for the south side of the building currently on the site plan.

SENA respectfully asks that you recommend denial of this rezone. Projects like this belong in certain locations on the Boise State campus or in urban settings like downtown where neighbors have an expectation -- excuse me -- of the lively 24-hour-a-day use that accompanies student housing and in areas
already zoned for it.

With that, and with your permission, I would like to turn the rest of SENA's time over to Sean Garretson with Pegasus Planning of Austin, Texas.

SEAN GARRETSON: Give me just one second to load this up, please. Can I take this other presentation out or --

UNIDENTIFIED SPEAKER: [Unintelligible.]

SEAN GARRETSON: I'll just...

Good evening. My name is Sean Garretson. I am representing Allen --

Is this okay?

UNIDENTIFIED SPEAKER: Yeah.

CHAIRMAN STEAD: Sorry. Please continue.

SEAN GARRETSON: I'm representing Allen and Dixie Dykman. My address is 1301 Chicon Street in Austin, Texas.

So I had a lot of other notes prepared this evening.

Is something wrong?

CHAIRMAN STEAD: Okay. I just need to clarify that you are representing the neighborhood association.

SEAN GARRETSON: I am.

CHAIRMAN STEAD: Okay. Okay. Please continue.

SEAN GARRETSON: All right. So I had a lot of
other notes prepared, but after listening to the
developer, I feel like there's a lot of other things --

**UNIDENTIFIED SPEAKER:** Madam Chair, I'm sorry,
but I just feel like I need to put on the record that I
object. It's very clear he's representing two private
property owners. And I don't think he's actually
representing the neighborhood here. So I just want to
make it clear for the record that I object to that.

**CHAIRMAN STEAD:** Thank you,
Commissioner Stevens.

Please continue.

**SEAN GARRETSON:** Okay. So I'm an urban planner.
I've been writing comprehensive plans for the last 25
years all over the country. And I've worked a lot in
your area over the last five years. I've worked with
Meridian. I've worked with Boise. I've worked with
the College of Western Idaho. Boise has become one of
my favorite cities. I've made probably 20 trips here
over the last five years.

You know, societies grow great when leaders
plant trees knowing they may never sit under the shade
of these trees. This is a Greek proverb I use in a lot
of presentations, but I don't think it's ever been as
apt as using this in the City of Trees, Boise. But in
1863 when your forefathers platted this community,
there were no trees in sight. They stuck to a plan.
And we're asking you to stick to the same plan:
Blueprint Boise.

So as I mention, I've written a lot of comprehensive plans. Your plan is probably the most detailed plan that I've ever written -- or that I've ever read. It's not just a conceptual plan with general policies. It's very specific. Your neighborhood activity center, for example, right at this location, it -- if you approve this, it will quickly become just a student housing corner.

Now, there's clearly a need for student housing. And I'll get to that in a little bit. But you have to represent -- you have to recognize that this activity center, if you move forward with this rezoning, that's going to go away, similar to -- similar to the mixed use aspects of this area.

That was one of the things that Céline didn't mention in terms of the opposition that the neighborhood has. And you heard from the neighborhood association representative. Without any mixed use, that is going to be gone.

And I'm sorry to the developer, but having an amenity center and a leasing center does not constitute mixed use. The idea that it's going to be
very pedestrian oriented or it's going to be lots of windows that people can kind of see things through, that doesn't create a pedestrian-oriented area. You have to have mixed use in that area. Not just for the students to be able to walk to, but also for all the other residents. And not just the residents up on the ledge, but all the other residents in that whole area.

So my bigger question is, where's the community benefit in all of this? You know, clearly workforce housing is an issue for you all. Clearly BSU has an issue with student housing. They have somewhere around 1400 housing units. I do not agree with the math that the developer represented on the demand for student housing. I also don't agree with -- you know, he used two words, "affordability" and "rent increases" in the same paragraph. Those contradict each other.

I have been working in the field of affordable housing in Austin for the last 20 years. Next week I go to Miami and accept an award from the Urban Land Institute for the most -- the best affordable housing project in the United States.

Now, you all -- I've listened to all the conversation this evening. And I think there's really a misunderstanding about what affordability is. You know, there was a study that was looking at ten
different communities across the country a couple of years ago. Boise was one of those. And 50 percent of your renters are cost burdened, meaning they pay more than 30 percent of their funds on housing. There is definitely a need for affordable housing.

And I totally understand your all's perspective and perhaps City Council's perspective of density equals affordability. That is not accurate at all. I can tell you it is very difficult to build affordable housing. It is even more difficult to sustain affordability.

Now, one of the things you could do is you could actually put a restrictive covenant on this property and state that the rents can't go up above a certain amount. That's what we do in Austin. I'm not -- I'm not saying that Austin is doing everything right. But we've been -- we have a goal, just like you all have a goal, of having a thousand units, I think a year. But that needs to be clearly defined.

There's -- you know, in Austin we have a goal of 60,000 units for people making less than 80 percent of median family income. We have a goal of 80,000 units for people making between 80 and 100 percent median family income. And there's a goal for that. And there's a plan for that. But just
allowing density to occur for the sake of density and calling that affordable is not accurate. It is not accurate.

Now, Boise really doesn't have a clear plan for how many affordable units they're going to be creating. Just 1,000 residential units. So our -- our biggest concerns are, again, where is the mixed use? It is not -- it is not an amenity center and a coffee shop.

And in terms of the affordability, you know, I pulled a clip out of the very detailed planning staff's report that says that they recommend this because it is in the best interest of the public, convenience, and general welfare. I crossed out "public," and I put "developer." And if that were accurate, that would be spot zoning. Now, clearly getting rid of 13 affordable units and then allowing student housing, which is not affordable, that is not in the general interest of the community's welfare.

So we are recommending rezoning. We don't believe that the rezoning complies with any of these three aspects. It's not in compliance with the Comprehensive Plan related to the activity center and no mixed use. It's not in the best interest of the public convenience and general welfare, and it doesn't
maintain and preserve compatibility of the surrounding zoning and development.

So we do recommend denying the rezoning, happy that the conditional-use permit was pulled. And we also recommend a moratorium on all rezoning for potential new student housing projects and ask that BSU and the City of Boise collaborate together, just as you have similarly done just north of this property in another neighborhood, and figure out what the plan is for where student housing is.

BSU absolutely has enough land to accommodate enough student housing on their property, on their campus. There's an example of a public-private partnership where they created student housing on campus. These guys I'm sure have opportunities to do that as well. The City should put a moratorium on approving any rezoning for student housing until they figure this plan out.

Thank you very much.

CHAIRMAN STEAD: Thank you.

Does the Commission have questions?

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I have a question for the City.
Normally when we do a rezone, especially one where it's sort of an up zone, if you know what I mean, you know, moving up the density, we usually have a specific building or structures in mind, and we're pretty clear on that. And in this case, because the CUP is gone, we really don't have anything in -- you know, concrete, except the restrictions of the Development Agreement.

So I guess my question is to the City, why are we doing -- why rush the rezone now? Why not wait until we get the revised CUP, and then do them together as we had originally planned to do tonight?

CÉLINE ACORD: Commissioners, I just want to clarify a few things.

COMMISSIONER GILLESPIE: Thank you.

CÉLINE ACORD: Unwrap that a little bit. So the rezone is for RO. This project proposed in the RO is an allowed use. The conditional-use permit that was attached to the project originally was only for the height. It was not for the use of the project or a multifamily project. That is just allowed in the RO zone.

As far as waiting for designs to attach to the DA, they -- the Applicant has agreed to take that fourth story off. And other than figuring out the
access along -- whether it's -- you know, wherever it is, along Boise Avenue or Protest. Right now it's on Protest -- or excuse me, Boise Avenue. That's such a minor design change that we feel like it's okay to move forward with that. Obviously, you all will have comments and potentially add or modify the conditions tonight, and City Council will potentially do the same thing when it gets to them.

Again, the Development Agreement is just to say, you know, how big, at what scale. In this point we're talking about density as well as bedrooms. As long as they're meeting those things, and obviously there will be a Design Review Committee application that will review the, you know, final drawings and the materials and whatnot, this is pretty standard for a Development Agreement.

CHAIRMAN STEAD: Additional questions?

COMMISSIONER STEVENS: I have a question for the Applicant.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: Hi.

MITCH KORTE: Hi.

COMMISSIONER STEVENS: So I was intrigued by your -- the slide you had with the yellow arrows going out of the neighborhoods and into the -- what you're
MITCH KORTE: Into our project, yes.

COMMISSIONER STEVENS: And so I guess I'm curious if your firm has done any data collection on that and whether or not that's actually played out in the other cities that you've built in. The way I see this is that this neighborhood does need that pressure relief.

And I'm just curious if that's actually played out, or if that's just sort of speculative?

MITCH KORTE: Sure. So our firm specifically has not done any research related to that, but I can speak to other projects we've worked on. One specific example, we have a project in Bloomington, Indiana. There was actually a council member that lived in a neighborhood -- in an urban neighborhood, and he came up -- because I mean it's a very similar project to this, and they were having very similar issues with students in neighborhoods. And he came up to us, and he explained that this is really working. He's had multiple houses as larger projects have been developed. Multiple houses have turned over from student housing.

And whether someone comes in and renovates those and sells it to an owner-occupant or other people move in to actually live in the property, he explained
three or four occurrences on his street alone where it did happen. So I don't have any specific hard data, but I can tell you we have feedback from other projects that it is happening.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: May can I ask a question of Mr. Fritchman?

FRED FRITCHMAN: I guess I shouldn’t have run away.

COMMISSIONER STEVENS: So I guess I’l throw the same question to you. I mean we hear from your neighborhood a lot --

FRED FRITCHMAN: Sure.

COMMISSIONER STEVENS: -- about the pressures that are existing in your neighborhood and the -- you know, most recently the hearings that we've had have really focused on student behavior in housing that's next to full-time residents who have lived there a long time.

And so I'm struggling with the neighborhood's opposition in that sense specifically. And if you could sort of -- I mean I've read all the materials. I've read all the different concerns. I understand what's happening on the site. But in my
estimation, this is actually a fairly good argument that we're going to relieve some pressure from the neighborhood by doing this.

So maybe you can respond to that and tell me what you think your neighbors might think about that.

FRED FRITCHMAN: Well, it's interesting you should ask that, because when Identity was proposed a number of years ago -- and you know the project I'm talking about, kitty-corner from this subject parcels -- that is exactly how it was sold to neighbors, is that the -- the project would be on the corner of a neighborhood, it would relieve pressure for student housing throughout the neighborhood.

And I guess anecdotally, I would just say I haven't noticed a huge number of turnover to owner-occupants in the area or a decline in the number of students in the area that's significant. I mean I'm not going door to door polling, you know, to find that out, but I wouldn't describe what the Applicant is describing as far as a transformation in the year since Identity has been built.

One of our long-time residents said probably in regarding the parking and the traffic issues surrounding Identity, "Identity has not done one
good thing for this neighborhood, and we don't need another one." So I mean that would be -- and that's someone who lives two blocks from Identity. So...

COMMISSIONER STEVENS: Okay. Thank you.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: And this question is for staff.

How many units are in the BSU student housing adjacent to this project? Do you know that number?

CÉLINE ACORD: Commissioners, I do not know that number. Sorry.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I was going to follow up on that. I'm just -- can you just clarify whether the -- maybe there's a slide that would help me, show me where the Master Plan, the Boise State Master Plan extends to. It doesn't extend onto this; right? It's just basically exactly what we're seeing on the screen with blue?

CÉLINE ACORD: Commissioners, yes, the overlay in blue is the BSU campus boundary right now.

COMMISSIONER STEVENS: And that's all that the
<table>
<thead>
<tr>
<th>Line</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Master Plan is going to address is basically everything within that boundary?</td>
</tr>
<tr>
<td>2</td>
<td>CÉLINE ACORD: Correct.</td>
</tr>
<tr>
<td>3</td>
<td>COMMISSIONER STEVENS: Okay. Thank you.</td>
</tr>
<tr>
<td>4</td>
<td>COMMISSIONER GILLESPIE: Madam Chairman.</td>
</tr>
<tr>
<td>5</td>
<td>CÉLINE ACORD: I guess -- sorry. I should clarify.</td>
</tr>
<tr>
<td>6</td>
<td>COMMISSIONER GILLESPIE: Okay. Please go.</td>
</tr>
<tr>
<td>7</td>
<td>CÉLINE ACORD: There might be a few parcels that they're potentially adding to be zoned U. But it would -- it's only, I believe, six or seven parcels.</td>
</tr>
<tr>
<td>8</td>
<td>COMMISSIONER STEVENS: And not including this one specifically?</td>
</tr>
<tr>
<td>9</td>
<td>CÉLINE ACORD: Oh, correct, definitely.</td>
</tr>
<tr>
<td>10</td>
<td>COMMISSIONER STEVENS: Thank you.</td>
</tr>
<tr>
<td>11</td>
<td>CHAIRMAN STEAD: Commissioner Gillespie.</td>
</tr>
<tr>
<td>12</td>
<td>COMMISSIONER GILLESPIE: So this is a question for staff also.</td>
</tr>
</tbody>
</table>
| 13   | So I'm looking at the ACHD letter in the packet. It's dated January 21st. And I'm really struggling to know what to make of it. It's not the standard ACHD approval letter. It raises a bunch of issues and questions. And then it doesn't say what they're going to do about it. It just says, "We got all these questions. Please let me know if you have
any questions."

So I guess my question to the City, and indirectly ACHD, is are these requirements that they're placing on the Applicant? I mean where are they at in their process? And how do I interpret this letter?

CÉLINE ACORD: Commissioners, we just want to provide you what we have, which is not much. ACHD was -- did not require the Applicant to do a traffic-impact study until a month after the application was submitted. During that time they've been in a -- quite long of a queue to review that. And they provided those comments on January 20th just to clarify a few things that needed updating in that traffic-impact study.

This morning when they confirmed that the conditional-use permit was withdrawn, they have said that they will not be providing specific conditions of approval for this site until the Design Review application is submitted. So at this time they are only reviewing the traffic-impact study to see what -- to see if it confirms what their traffic engineers are reviewing. And they are not providing any specific conditions, although they have stated in their letter they are concerned with a few things.

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

COMMISSIONER GILLESPIE: So this is a question for both the Applicant and the staff.

I'm confused. Looking at approval criteria for a rezone, for example, there's no part of that criteria that deals with transportation infrastructure, et cetera, et cetera. Yet I've just been told by you that this CAR will basically mean that they can do this, and it will never come before this Commission.

And yet so how can I approve something that has, you know, 527 bedrooms dropped smack in the middle of Boise, with no ACHD report at all or, you know, I -- the other commenting agencies? So this is like the inverse of the last one. So I'm just really struggling with dealing with this just as a straight rezone without having the CUP before me, especially now that I know that this is an allowed use in an RO. I'm like, What?

UNIDENTIFIED SPEAKER: Can I address the Council -- or the Commission?

CHAIRMAN STEAD: No. Sorry. No.

UNIDENTIFIED SPEAKER: Can I just -- let me just make a statement.

CHAIRMAN STEAD: We can't have statements at this time point. We have a process.
UNIDENTIFIED SPEAKER: I have a -- I have an e-mail from ACHD --

CHAIRMAN STEAD: I'm sure you're on the sign-up list.

UNIDENTIFIED SPEAKER: -- getting clarification.

COMMISSIONER STEVENS: I'm sorry. I must not be clear. I've got to cut you off there. We've got -- I'm sure you're on the sign-up sheet, and we'd love to have you as the code permits. Thank you.

CÉLINE ACORD: Commissioners, ACHD does not typically comment on rezones, although they have done with a few projects. It is confusing that they required the traffic-impact study for a height exception and not for a conditional-use permit for a multifamily building. But that's how they interpreted it.

And because the height exception was withdrawn, they no longer required that traffic-impact study. They will require it when the Design Review application comes before the Design Review Committee. So no, no comments will be -- they will still provide comments on the traffic-impact study, but no site-specific conditions with regards to the rezone.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.
COMMISSIONER GILLESPIE: I'm wondering if the learned Applicant and staff have some guidance on how we, the Commissioners, ought to think about this.

MITCH KORTE: Well, I'll just start out with I have been equally confused with ACHD's process through this. Like Céline said, you know, originally we didn't have to have a traffic study for this project, and then it was requested later on. And, you know, we've been trying to work with them and stay vigilant and continue, you know, working through any questions that they've had to hear their responses.

But at this point, I think as Céline mentioned, you know, the traffic study was tied to the conditional-use height exception, which we've now taken out and removed. So at this point ACHD does not have any conditions or is not providing any comments on the study.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: So, Céline, I'm just trying to think about how to frame this.

So if the Commission were to require an application that we actually were looking at before we considered the rezone, then it would trigger an ACHD -- and the reason -- because as I'm understanding you,
there's no application coming before any of us because it's an allowed use. So is that right, then? If we as a body put that kind of a condition on the rezone and said we're going to defer until we see plans, would that then trigger it?

CÉLINE ACORD: Commissioners, you can -- that's certainly in your discretion to require that, whether it's deferral or if you want to place that as a condition of approval prior to going to City Council or prior to Council approving it or anything like that, that's -- that's at your discretion.

But again, because it's an RO zone, this would be an allowed use, and no other permits would become -- come before Planning and Zoning. Only Design Review Committee for the external facade.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: So that's actually a great segue to, I guess, another way of asking the question. So you did a really nice job somewhere in the 12,000 pages that we read this week going through the comparison of the different zones and what that would mean.

So maybe a different way to ask this question -- and maybe we're getting too into the weeds
because it's 11:00 and I can't help myself. I don't
know. But I mean there must be -- you mentioned lots
of different zones that would sort of accomplish the
same thing. I mean is there a different zone that we
could be talking about here that would then trigger the
kind of review that we really need at this
intersection?

CÉLINE ACORD: Commissioners, I --

COMMISSIONER STEVENS: Because we're not talking
about a parcel that's actually zoned. You know, we
keep saying, "It's RO. It's RO." But it's not RO.
And so, you know, I guess my question is, what do we do
here to trigger the kind of accountability from our
fellow agency that would allow, you know, a proper
review? This is not a proper review.

CÉLINE ACORD: Commissioners, I -- I suppose if
you proposed a different zone, then it would be a
conditional use in another zone, which would require --
would -- which would require ACHD to provide you
site-specific conditions.

And while I can see why you would want
those, I would just mention that ACHD did provide
transportation data, which was in your project report.
And the level of service and the traffic capacity along
these roadways are adequate. Typically, site-specific
conditions, you know, require right in, right out access or where the access is at and paving within 30 feet of the property site. I don't -- I don't mean to be bold, but I don't know what ACHD would condition that would change your mind or condition something else.

COMMISSIONER STEVENS: That's a fair response.

Thank you. Yep.

CÉLINE ACORD: Okay. And maybe the Applicant has more to add to that, but...

CHAIRMAN STEAD: Céline, I have a question. Can you talk a little bit about the access points a little more and why staff is recommending one. And the Applicant maybe can speak to why -- it sounded like it was just maybe for the possibility of flexibility. But I'm curious from staff, I guess, why you're trying hold it to one.

CÉLINE ACORD: Commissioners, the image on the slide -- or on the screen right now is the original proposal. Just to make sure we're all on the same page, there was an access point for the parking garage entrance and exit, there was an access point for solid waste pickup, and then an access point for the short-term pick up/drop off kind of parking.

With the requirement of detached sidewalks,
as well as knowing where the property line is, where
the bus shelter will be, essentially this is, I
believe, 140 feet or so of three access points where
pedestrians and bicyclists, as well as vehicles,
conflict. Ideally we would only have one. I could see
why two potentially would be great. But ideally it
would be one, where the building would be redesigned in
order to allow for all of these -- all of these things.

They -- there could be a redesign where
trash pickup is somewhere else or short-term parking is
somewhere else. But that, again, is up to the
Applicant to design and see how -- see how they can do
that.

CHAIRMAN STEAD: Thank you.

Any other questions from the Commission?

PUBLIC TESTIMONY

CHAIRMAN STEAD: Okay. Okay. So we'll start to
move on to the sign-up sheet. I'm going to name
several people in a row here. If we can kind of queue
up and keep things moving as quickly as we can.

The first on the sign-up sheet is Ryan
Armbruster. And than we have Dianna Murphy, Pam
Roemer, and Renae Jordan after that.

RYAN ARMBRUSTER: Madam Chairman, Members of the
Commission, my name is Ryan Armbruster. I'm a partner
at the law firm of Elam & Burke, P.O. Box 1539, Boise 83701. I'm testifying tonight own behalf of Ada County Drainage District No. 3, a drainage district organized under Chapter 29, Title 42 of the Idaho code. Drainage District No. 3 was established in 1923 under the statutory provisions in a formal petition filed with the Ada County District Court.

In brief, after the court proceedings, the Court decreed the establishment of the district, set the boundaries, and judicially granted DD3 several rights of way where drainage facilities would be constructed for the purpose of returning irrigation water from certain lands back to the Boise River. The Court also provided an assessment methodology which assessed those properties.

Elam & Burke has represented the District for many years. I've been involved with the District since 1979. We provided a letter, which is part of the record, explaining the roll of the District and the status of its discussions with the Applicant. And I will not repeat the details here.

At various parts of the record you know that we have a facility which traverses through the project site and is referred to in some places as the Bubb Canal, an historical moniker which even I cannot
tell you how it arrived at that moniker. Our nomenclature is Drain District Drain A.

As explained earlier, and after five hours I've already asked myself why am I here today on a rezone, because we rarely do come in on rezones. Typically, we only come in on design review when the plans and the details are much more defined. However, the project has generated concerns over the right and authority of the District to respond to a request by the Applicant to relocate, realign pipe, and tile the drain as it traverses through the project site.

We maintain we do have that right to reply to that request, and essentially treat this Applicant as no different than applicants that we've treated before, developers which we have allowed to relocate a drain. In fact, just immediately downstream from here we've done that. We already did it for the Big Jud's, which is right adjacent to this project site.

We will take into account a lot of criteria as we go through that. As you can see in the record as well, we know that the existing drainage facility has some problems, to say the least. Though the Drainage District board has not acted on this yet, it is certainly the opinion of its counsel and our staff that the proposed change would be a benefit to District 3
and would really clarify that particular area. We will impose conditions as we go along.

As far as the criteria, the drainage, the quality of the drainage, and the drainage flow, we do not object to the proposed changes to the existing drain on the condition that DD3 and CDG enter into a mutually-acceptable drainage agreement.

Thank you.

CHAIRMAN STEAD: Thank you, Mr. Armbruster.

Next is Dianna Murphy, followed by Pam Roemer.

DIANNA MURPHY: You guys are saints. My name is Dianna Murphy. I live at 2001 Boise Avenue. I was born here in Boise. This is my home.

I am a single, independent, professional woman trying to survive in this city. I have a good job. I make $20 an hour, and I cannot afford to live here. I mean all of these people tonight have all these great places for everybody to go live, but not for me. You know, I don't -- I don't understand it.

We are eliminating existing affordable housing. There are no options available for single people. There just -- there just aren't. I -- I have pulled myself up by my bootstraps. I have worked really, really hard to get where I'm at today. I am
currently an addictions counselor. And all of my patients lack hope. That's why they use drugs and alcohol. They lack hope. And I try to give them hope. I used to be where they are. And you can do it. You can pull yourself up. You can get a piece of the American dream. You can get a place to hang your hat.

And the American dream has become a nightmare. There's -- I can't tell you -- you can get off drugs. You can get off City -- you can -- you can -- you don't have to do this. You can -- you can do this; right? I am worse off now than I was before. And there is no place for me to go.

Since the rumor started going, I've been looking for a place to live, you know. In order to apply for an apartment, you have to make three times the rent. My rent -- my little apartment is $800, and nobody is offering me a place to live for $800. That is three -- my income is three times that, and I make $20 an hour. There is nothing out there that is available for people like me.

I am part of a demographic that is being eliminated completely from society. I -- I have worked hard. I work with people who are working hard to become members of this community. And the community is turning its back on me.
Thank you.

CHAIRMAN STEAD: Thank you, Ms. Murphy.

PAM ROEMER: Good evening. My name is Pam Roemer, and I live at 2001 West Boise Avenue, No. 8. I am opposed to the rezone. This project will destroy open space and a mature tree canopy at 2001 West Boise Avenue community.

This tree was planted over 50 years ago by Vern, Jr., and his father, Vern, Sr. This is our home, our affordable home. The tree survey from Trevor Kesner, Parks Planner, states, "Removal of all trees would be a loss to the greater urban forest canopy. On the sheet concerning trees maintained is a total value of 205,000 -- $205,900 and 176 inches of the best trees." This will be a loss that will not be replaced by the CDG landscape plan.

It is not reasonable to expect students to leave their cars behind. By allowing parking for 257 resident vehicles, since ten temporary parking spaces have been provided for guests, deliveries, and chores. And the red arrow shows where the entrance/exit for the resident parking. This is right next to Woodbridge's entry to their homes.

CDG is also requesting an addition of eight bedrooms as an insignificant amount. This is not just
an increase of eight bedrooms. This is an increase of 54 bedrooms, since the fourth floor supposedly is eliminated, and there are 46 bedrooms up in that floor. So 46 plus eight equals 54. This is a significant amount to try to fit in there.

Boise and Prostest neighborhood activity center will become a student housing density center.
There is no mixed use. There are four businesses at or near the intersection: Big Jud's, Cricket's Bar & Grill, Lolita's Food Truck, Tobacco Connections.
Population will increase by 545, over a 40 percent increase.

The CDG project would be most for BSU students' use, and is not affordable for in-state students. From CDG's letter of explanation, "We feel the development provides an appropriate transition of land use, scale, density and design between university uses and adjacent uses." This is from the policy CEA 9.3.

According to Blueprint Boise, page 267, while BSU contributes to the identity of Boise, expansion should not compromise surrounding uses. This project would become an extension of the BSU campus. Bown Crossing is a wonderful example of a neighborhood activity center. Mixed use: It has a school, medical
Hearing - February 10, 2020

1 clinic, library branch, restaurants, residents,
2 et cetera.
3
4 Parking is at a premium all along West
5 Boise Avenue and surrounding neighborhoods. This is
6 the bike lane. This was taken on January 20th in the
7 morning. It is posted with signs that say "No parking.
8 Bike lane." West Boise Avenue is a curvy street, six
9 curves from Capitol Boulevard to the intersection of
10 West Boise Avenue, South Protest Road and West Beacon
11 Street, eight if you add the two curves to access West
12 Boise Avenue from Capitol Boulevard.
13
14 The second photo --
15
16 THE CLERK: Time.
17
18 CHAIRMAN STEAD: Thank you. Next we have.
19
20 Pardon.
21
22 UNIDENTIFIED SPEAKER: [Unintelligible.]
23
24 CHAIRMAN STEAD: Oh, you can keep the --
25
26 UNIDENTIFIED SPEAKER: No, I'm fine. I'll keep
27 it up for her.
28
29 COMMISSIONER STEVENS: Next we have Renae Jordan
30 and then John Gannon and then Lori Dicaire.
31
32 RENAE JORDAN: Oh, man. I'm tired. And I'm
33 nervous, but I'm going to do this. My name is Renae
34 Jordan. I live at 2001 Boise Avenue, Apartment No. 11.
35
36 I want to talk a little bit about our
family there. I've been there just shy of seven years. When I moved in, I unfortunately had a marriage that dissolved after 24 years, and I was looking for a safe place. It was the first time I had been alone. And so I found this complex.

And I wanted to show you some pictures of the inside of my home. It's important to me because we saw a lot of pictures of the proposed, what was coming. But this is my home. This is our home. We are a family there. This is where we have patio barbecues. We have -- we exchange keys. We shop for each other. I was sick last week, and my neighbor called me and said, "I went and bought you some Mucinex. Come get it." I didn't even know what Mucinex was, but I thought it was nice.

Anyway, we care for each other. We -- we range from 1 to 93 years old there. We have our pink hat lady that walks every day in the surrounding area. I think to myself, What's going to happen to her when she is uprooted from her -- what she's familiar with? That concerns me.

As I mentioned, living, moving to that area has brought me safety. There was graffiti that was put on the Maverick this last summer. And I told my neighbor Mike. I called him and I said, "It makes me
nervous that that's coming into my neighborhood. I don't like it. I don't like that it happened in the middle of the night." He went and got 2 gallons -- I don't know how many gallons. I think it was 2 gallons of paint and painted over it so that I wouldn't have to see that. And he said, "You don't have anything to worry about. You're safe here." We look out for each other there.

We have wildlife year-round because of the ditch that runs through our property. We have deer that feeds -- eats out of our feeders, we have foxes, we have raccoons, we have herons, we have chukars, we -- you think of it, we've got it. And I have to be their voice as well.

The last thing I want to say is that we have had two people that have buried their spouses there. This is Mike and Karen. Mike took Karen home to take care of her through her last days, and he intended to pass there too. Sharon up the hill, just a couple doors down, lost her husband Charles. And I won't -- I will never forget the times of walking up and him saying -- can we cuss here? -- "Oh, what the heck" -- I'll say it like that -- "are you doing?"

And I said, "I'm bringing you chili."

And he said, "Well, okay. Drop off the
chili and go home." Those are the memories I share there. And that's what I cherish. And I ask that you take that into consideration when you're voting for this rezone.

Thank you.

CHAIRMAN STEAD: Thank you, Ms. Jordan.

Next is John Gannon, Lori Dicaire, and then Tammy McMillen. Yeah, come on down. We're happy to have you queue up up front. Save these transitions a little.

Thank you, Mr. Gannon.

JOHN GANNON: Thank you, Madam Chairman. John Gannon, 1104 Johnson Street in Boise. And, you know, it's always hard to follow somebody like that.

But -- so I will be a little more -- a little dry, but I want to talk a little bit about the law that's involved here. And first preface that by saying we have a very, very serious affordable housing crisis in this city. I see it on the bench all the time with my constituents. I see people who have to move out into RVs. I see people who have to move out of homes they've lived in a long time because they're being flipped. The absentee owner is flipping them.

I think that this -- that this body can do something about the affordable housing issue in this
case. And you've got 23 units of affordable housing that are going to be lost, and they're not being replaced. I'll call your attention to LLUPA. I would -- 67–6502 of the Idaho code. This is the main section of LLUPA.

And if I may read it very quickly,

Madam Chairman.

CHAIRMAN STEAD: Your time is yours.

JOHN GANNON: Thank you.

"The purpose of this Act shall be to promote the health, safety, and general welfare of the people of the state of Idaho as follows." And this is subparagraph (a), first one of about a dozen paragraphs. "To protect property rights while making accommodations for other necessary types of development such as low-cost housing and mobile home parks."

In your own -- in your -- in one of your own criteria, you've used the term "general welfare." You said this -- "the best interest of the public convenience and general welfare." That's one of the tests. "General welfare" is the exact same term that is used in the introduction to -- really, this is the introductory statute, 65-02.

In this particular case we have a situation where -- where reasonable rents are becoming more and
more rare in this city. And it is not in the interest of the general welfare, and it is not in the interest of low -- of low-cost housing to have people become homeless or have to leave our community.

We have also wage stagnation for a large segment of our community. And that's a huge problem. And it is not in the interest of the general welfare of this community, nor is it in the interest of the people who live here, because we need workers, it is not in their interests to -- to force them to leave Boise and --

THE CLERK: Time.

JOHN GANNON: Oop. Okay.

CHAIRMAN STEAD: Thank you, Mr. Gannon.

Lori Dicaire, Tammy McMillen --

JOHN GANNON: Thank you.

CHAIRMAN STEAD: -- and then Mike Wallace.

LORI DICAIRE: My name is Lori Dicaire. I reside at 7154 West State Street, Boise, Idaho.

We're in the midst of a nationwide housing affordability crisis. Idaho holds the record for the highest rent increase in the country in 2019. And Boise ranks even higher with a double-digit rental rate increase over one year, variously reported from 11 to 20 percent. Boise's housing costs have outpaced wages
by a factor of four, creating a housing -- growing
housing gap, when you add in our historically low
vacancy rates, 2 percent for market rate and under
.5 percent for units considered affordable to people
earning less than $20 an hour.

This means fierce competition for scarce
rentals, and landlords favoring high-income applicants
with the strongest references. All of this means more
cost-burdened renters and greater housing insecurity,
fueling an unprecedented eviction epidemic and
homelessness crisis. We can't build our way out of a
housing crisis.

Many experts agree the better option is to
preserve existing affordable housing. Our naturally
occurring or legacy affordable housing typically has
limited or no debt, reflects lower construction cost,
and contains significant embodied energy. Preservation
is typically one-half to two-thirds the cost of new
construction and enables people to stay in their homes
and neighborhoods. This preserves neighborhoods,
relationships, and our community integrity, in addition
to the housing, all stated priorities of Boise's
Comprehensive Plan.

Beyond the difficulty in securing housing,
once tenants are displaced and separated, loss of
community and social networks causes additional harm to tenants and society. For that, the supportive relationships that keep individuals and neighborhoods healthy, displacement creates significant externalized social costs to already overburdened social service agencies and shelters and puts struggling renters further behind the eight-ball.

When speculators destabilize our housing markets, we all pay a high price in lost productivity, stress-related illness, hospital visits, and public -- and publicly -- and taxpayer-funded public services to compensate for the loss of community when a neighborhood is erased. As if that weren't bad enough, when outside private equity, like CDG, operates Boise's rental market by remote control, that rent stream is siphoned out of Boise's community and sent to St. Louis or wherever the corporation and its shareholders are based. In this case approximately $4 million a year that would otherwise circulate through our local businesses and generate tax receipts will be lost to the Boise economy.

Where will Boise draw the line? When will we declare that the health, safety, and welfare of our current residents and community integrity matter more than future residents to fill luxury apartments?
Now that I have 31 minutes left -- or 31 seconds left, I'm going to read the letter that I received, the e-mail I received today from ACHD, Austin Miller, the rep for this development. It says, "Hi Lori: To follow up on our conversation, at this time ACHD does not have an accepted traffic-impact study for the multifamily project at Boise and Protest. ACHD has received and reviewed a traffic-impact study for this project. However, comments were provided on January 21st regarding items that must be corrected prior to acceptance by ACHD."

THE CLERK: Time.

LORI DICAIRE: "A revised traffic-impact study" --

CHAIRMAN STEAD: Thank you, Ms. Dicaire. Thank you.

LORI DICAIRE: -- "was submitted last week and is currently under review for compliance with ACHD policy."

CHAIRMAN STEAD: Thank you.

Okay. Next is Tammy McMillen, Mike Wallace, and then Ed McLuskie.

Is Tammy McMillen here? No.

COMMISSIONER GILLESPIE: Come on up, you guys.

Line up or we're going to be here until 2:00 in the
morning.

CHAIRMAN STEAD: Is he coming? No.

COMMISSIONER GILLESPIE: How about if you hear your name, move as far forward as you can.

CHAIRMAN STEAD: Okay. Mike Wallace is up next.

COMMISSIONER GILLESPIE: Where is Mike?

MIKE WALLACE: My name is Mike Wallace. I live at 2001 West Boise Avenue, Apartment No. 18.

My wife, Karen, and I moved into our home at 2001 West Boise Avenue on January 12th, 2002. I've been there 18 years. This is where we lived the best years of our lives together, until she was diagnosed with breast cancer. It's where I kept Karen comfortable, safe, and loved until cancer took her from me. In our living room is where she took her final breath four years ago. It's also where I desire to take my final breath.

2001 West Boise Avenue was our home. It is my home. It is not a place where we all just sleep and party on weekends for nine months and then leave and go off to be with mommy and daddy for the summer, leaving nothing of value behind.

2001 West Boise Avenue is all of our homes. It's our community. I've worked hard all of my adult life, 59 years now, in fact. And I've tried to be
positive for us locally. I've paid my bills. I've paid my taxes. I've attempted to help others when and where I can. I am and have been a Boisean for nearly every day of my 69 years. I've contributed. Now they want to throw me out into the street.

When you begin your adult life you know, although when you're in your twenties it seems of no concern, that one day you'll need to start planning to find some situation where when you get close to time to retire you'll be able to live where you feel safe, comfortable, useful, and where you won't become a burden on your family or on the tax-paying public, somewhere you can afford. Somewhere you can afford. Somewhere where you have good neighbors who look out for you and who you can help if they need you. I and we have found that. These are our homes. This is our community. And they want to take it away from us.

If you vote to approve this hideous blunder, if you allow people from St. Louis to come here and lie, misfeed, and misrepresent themselves and their project so they can sit in St. Louis, fill their bank accounts at the expense of the lives of good, hardworking Idahoans, Boiseans, and create more homeless people, then I hope that if this monstrosity is approved that everybody who voted to approve it
every step of the way, I hope that when you're going
through the supermarket parking lot and you see that
dingy, unkempt guy with the cardboard sign, you
understand that some of those guys are out there
because of -- they fell victim to --

THE CLERK: Time.

MIKE WALLACE: -- stupid decisions like this
one.

CHAIRMAN STEAD: Thank you, Mr. Wallace.

Next is Ed McLuskie, followed by John
Deatrick and Sean Garretson.

ED McLUSKIE: Madam Chair and very patient
Commissioners, the proposed rezone aims at a boutique
student complex that most of my students of nearly four
decades at BSU simply could not and cannot afford.
While university presidents have pledged to freeze
tuition increases next academic year, housing rentals
nevertheless contribute to ballooning student debt,
except for those lucky enough to have parents paying
the freight thanks to their membership in a shrinking
middle class.

In the area south of BSU, even the most
responsible developers have plans that displace people
with the decreasing student population. These -- this,
Commissioners, you will hear about March 2nd when BSU
asks to approve a U-zone that would also destroy existing affordable and sustainable housing.

Then and now the promise of Blueprint Boise recedes, as the Southeast Neighborhood Association has testified. This private developer says it's solving a student housing problem that frankly soon will no longer exist. By 2025, that 500 students they cited giving relief to the neighborhoods will have disappeared through demographics alone.

This project also does not take care of those matters listed by the purpose statement and the code plans. It does none of these things. The general welfare, for example, is violated by destroying a livable neighborhood while restricting the neighborhood to a monoculture of short-term, relatively privileged students. Economic opportunity accrues, not to the community, but to the developer, investors, whose marketing, by the way, promotes a culture of entertainment over learning.

The big lie to citizens is that all of this improves, modernizes, and is inevitable. Improvement, though, can take many forms. But those are lost to the proliferating warehousing of people, housing lipsticked with paint in a swimming pool folding into student loans.
The -- I sit on the City's committee that aims to address this problem of studentification of neighborhoods south of Boise State. I ask you to deny this request to rezone, if not outright, then until the City's new overlay committee concludes its work with the City Council. Meanwhile, conflating the lives of these developers -- to this developer's terms actually eclipses City code and Blueprint Boise. We can do much better than this for students and for neighbors.

Thank you.

CHAIRMAN STEAD: Thank you, Mr. McLuskie.

We've got John Deatrick and Sean Garretson and Erik Kingston.

Do we have John Deatrick here? No.

Okay. How about Sean Garretson?

UNIDENTIFIED SPEAKER: [Unintelligible.]

CHAIRMAN STEAD: Okay. So both John Deatrick and Sean Garretson are passing on their turns.

Erik Kingston?

UNIDENTIFIED SPEAKER: He's not here, but I can read --

CHAIRMAN STEAD: Are you on the sign-up list?

UNIDENTIFIED SPEAKER: I am.

CHAIRMAN STEAD: Okay. So you just will have the one chance to --
UNIDENTIFIED SPEAKER: I'll just wait.

CHAIRMAN STEAD: Okay. Okay. Then we have
Ginny Lyke, followed by Sara Heggland and Bart Chaffee.

GINNY LYKE: My name is Ginny Lyke, and I reside
at 26 Mesa Vista Drive that sits directly above the
proposed development site. I've lived on Mesa Vista
for 19 years.

I'm in opposition to the rezone for several
reasons, but the reason I'm extremely concerned about
is the parking crisis I believe a development of this
size in this area will create. There's actually
already a parking crisis happening in that area. It's
happening at the Identity building, which sits at the
corner of Beacon Avenue and Boise Avenue.

The Identity sits kitty-corner to the
proposed development site. Identity houses 295
residents. Collegiate Development's proposed
development will house 545 residents, which is 250 more
people than the Identity building. This proposed
development is almost double the size of Identity. It
is a massive development.

I personally know about the current parking
crisis in that area because my son's girlfriend, who's
a BSU student, lived in the Identity building. There
was such a limited amount of parking available for the
residents that she would park at my home and walk down Protest Hill to the Identity building. While Identity has paid parking available for the residents, similar to what Collegiate Development is proposing, a majority of those residents choose to not pay the monthly parking fees and choose to park on the streets surrounding Identity instead where it is next to impossible to find suitable parking.

Collegiate Development is proposing 267 parking spaces for their 545 residents. They suggest that the majority of the residents will walk, bike, ride rental scooters, or rent a rental car that will be available for them to use. They are suggesting that 278, almost 300, residents will not need a space to park a car. If this is what they think, they are out of touch with a college student's life.

I was a student myself at Boise State several years ago. I spent three years going to school there. And during that time I lived in a house on Verna Lane, as well as a duplex on Juanita Avenue. These homes sat two blocks from the BSU administration building on University Drive. Yes, I walked to school every day, but I needed a car daily to get to work. I was a server at a restaurant near the mall.

It was not possible for me to walk to work.
I definitely would not have ridden a rental scooter. And as a college student, if someone would have suggested I rent a car to get to work, I would have laughed at them.

The fact that Collegiate Development wants us and you to believe that 267 parking spaces that residents will have to pay for is adequate parking for a massive development that houses 545 people is not reasonable.

One last thought: Many of those 545 residents will also have guests visiting. And these people will also need a place to park their cars. I believe this is a parking disaster waiting to happen. And I implore you to deny Collegiate Development's request for a rezone.

Thank you for your time.

CHAIRMAN STEAD: Thank you, Ms. Lyke.

Sara Heggland and then Bart Chaffee and then Erik Heggland.

SARA HEGGLAND: Hello. My name is Sara Heggland, and I live at 8 South Mesa Vista Drive in a single-story home directly adjacent to the proposed project.

And I'm here tonight to strongly oppose the rezone for this luxury student-housing project for all
the reasons that have already been talked about. And I will focus my comments on incompatibility with the adjacent neighborhoods and the complete lack of mixed use.

When I first saw a picture of the proposed project, I was truly alarmed by just how massive it is in and the high density. It's like having the entire town of Idaho City moving to the corner of Boise Avenue and Protest. But wait, it's actually worse, because this project is larger than Idaho City.

And then tonight to hear that Ada County Highway District doesn't want to -- or isn't going to do a traffic study on that corner, I find that just really hard to believe. That will be one of the most dense corners in the city when you combine Identity and the other apartment complex and this massive complex. So it's in complete out of scale with height and density to the adjacent properties, which are mainly one and two stories.

I will point out that Woodbridge Townhouses adjacent are actually primarily two stories, not three stories as indicated in the staff report. So I would say why not hold Collegiate Development to the current zoning of 35 feet? Now they're talking 42 feet.

I also struggle with what's in this for the
Hearing - February 10, 2020

1 citizens of Boise. And I've concluded nothing. We get
2 more traffic. We get parking nightmares. We get light
3 pollution, noise pollution, loss of an amazing tree
4 canopy, loss of wildlife, permanent removal of
5 affordable housing. One could argue we are moving in
6 the opposite direction, since we also lost our Maverick
7 station. If this rezone is approved, there will be
8 nothing left to be a neighborhood activity center,
9 except the Tobacco Connection on the last corner there.
10
11 I've taught in higher education for 25
12 years, and I am not anti college student, but this
13 project is not mixed use. It is single use, for
14 college students. This is what these developers do.
15 And I find it hard to comprehend that we would destroy
16 a community of our own citizens for a community of
17 transient college students.
18
19 This land is in a premier location. This
20 is the first project to be proposed for this site, but
21 it's not the best. We need to look to the future. We
22 do not want to become a Portland or a San Francisco
23 where our inner core of our city is for the wealthy and
24 the homeless. And this rezone, if approved, puts us
25 down that trajectory.

THE CLERK: Time.

CHAIRMAN STEAD: Thank you, Ms. Heggland.
Next is Bart Chaffee, followed by Erik Heggland, and then Bruce Mohr.

BART CHAFFEE: I'm Bart Chaffee, and I live at 3 South Mesa Vista Drive.

I have things I was going to say, but basically, over the months since we've heard about this development, my attitude has gone from how is this going to affect me to how does it affect people who we've heard from before, as far as the fact of not being able to live in their apartments. We're pushing them out in the street. They're going to be homeless people. And it seems to me that we ought to be taking care of our own people before we take care of out-of-state students who can afford luxury apartments.

My father was the first president of Boise Junior College and then Boise College, Boise State College, then Boise State University. My father was the son of a Presbyterian pastor, and he grew up with cross eyes. He had like eight surgeries to try to get his eyes corrected. And one of the things he did as president is he reached out to people in need.

I think you as Commissioners need to do the same thing. Instead of worrying about people that can take care of themselves as far as finding places to live, to take care of the people that don't have that
luxury.

I had several different things I was going
to point out as far as the fact of this development.
One as far as the hillside. I don't know whether
anybody's done a study as far as the fact that there's
a sewer line that runs along the rim about 10 feet
below our property line where they need to have access
to it. I don't know that I've seen anything that says
that anybody's dealt with that as far as if they need
to service it.

The hillside is such that, as an example,
growing up I've weeded, I've built a chain-link fence,
I've dug a sewer line to connect a sewer, I've built
railroad ties, and most recently built a retaining wall
out of concrete blocks trying to prevent the soil from
sliding down the hill. And that needs to be addressed,
the safety.

Then the other thing as far as traffic
safety, if any of you -- I'm a cyclist. And if any of
you have pedaled down Boise Avenue, you'd realize what
the bike lane is. You can barely get your bike in that
lane because it's so narrow. And the car -- it's such
that --

THE CLERK: Time.

CHAIRMAN STEAD: Thank you, Mr. Chaffee.
Next is Erik Heggland and then Bruce Mohr and Dan Rollinger.

ERIK HEGGLAND: Hello. My name is Erik Heggland, and I live at 8 South Vista Drive, which is a single-story home right next to the proposed project.

I strongly urge the committee to reject the requested rezone and the project in its current form, for all the reasons others have mentioned, as well as some additional reasons. At some point the people in San Francisco, Seattle, Portland, and other major cities probably wondered how they had arrived at a point where mostly the well-healed and the homeless lived in their urban core. I submit that projects like this are part of how they arrived at that point.

In addition to displacing and potentially leaving homeless an entire neighborhood full of Boise citizens, this project will also displace another population. The Boise bench rims and the adjacent yards, canals, and open areas are a unique wildlife habitat. This habitat is an almost uninterrupted ribbon from the high country near the headwaters of the Boise River through to the confluence with the Snake.

In addition to multiple, smaller, year-round species such as valley quail, wild turkeys, foxes, hawks, raccoons, songbirds, and others, it's a
critical winter habitat, and it's a predator-free habitat for mule deer. Some of these animals may migrate from as far away as the Sawtooths. The Boise Valley used to belong to deer and elk in the winter before the city of Boise sprang up.

Habitat loss is a major killer of wildlife. The harmful effects of even incremental destruction of small areas of critical wintering should not be underestimated. This herd of mule deer may be exterminated by this destruction of their winter home.

I think the City needs to take time to evaluate the Boise rims in the same light as the Boise River, Green Belt, and foothills, and protect this natural space for both animals and humans. A potentially dangerous 30-foot vertical, concrete wall built into the rim hillside is not habitat for anything.

The Identity building was slipped by the people who live in the area, and is now a permanent eyesore for the citizens of Boise who have to be its neighbors. It is not a precedent, but rather a mistake that should not be repeated.

The North End is close to downtown, but Boise doesn’t seem to permit skyscrapers or observedly large buildings in the North End. I highly doubt you
would allow a structure like this to be deposited in the middle of the North End, or the foothills for that matter. Our neighbor ready is close to the BSU campus, but analogous to the North End, you shouldn't allow a monstrously sized building to be deposited in our rim neighborhood.

Thank you.

CHAIRMAN STEAD: Thank you, Mr. Hegglund.

Bruce Mohr then Dan and then Janet Rollinger.

BRUCE MOHR: Good evening. I'm Bruce Mohr. I live at 10 Mesa Vista Drive, which of course is adjacent to the subject property.

I've been a Boise resident since 1977. As a small, downtown Boise business owner, I recognize the need to maintain a vibrant and diverse economy. I'm pro growth, measured and planned growth that Blueprint Boise and reviews such as this one are designed to accomplish.

You've heard a variety of arguments already this evening. You understand that the property is currently designated mixed use. You also heard that what's being proposed on this site is a massive dormitory. I don't know where the Bodega's going to go, the coffee shop, or even where the neighborhood
State Farm office is going to go. The only activity on the corner is going to be the dorm leasing office. And that's not mixed use.

It's interesting to note that most of the agency and department reviews that we read about in the packet all have concerns over this project and the massive scale that's being proposed. Obviously ACHD expresses concerns about the incomplete traffic and parking studies. Noticeably absent from the developer is any mention about impact to the Boise Avenue/Capitol Boulevard/University Drive intersection, which we're all very aware is a significant issue in our community.

In documents, the developer has proposed cutting into the Boise bench hillside and building a 30-foot high retaining wall. This seems to be an extremely dangerous precedent to allow cutting into the first or second benches of our community. There would be a public outcry if any development proposal involved such a cutting into the Boise foothills. In fact, Terra Nativa comes to mind.

It's no wonder that City Public Works engineering issued a "no comment" on this project. The scale and scope of this dormitory are completely inappropriate for the site. The City has started the process to review and update the current Blueprint...
Boise plan and zoning guidelines within the U District overlay zone. In U District discussions, Council and staff have highlighted a need to control the growth of five-bedroom stealth dorms.

This project includes 90 four and five-bedroom stealth dorm units, totaling 374 beds, just in this one project. We have one chance to get this site right. And this proposal isn't the solution.

The real issue, though, is these people you've heard from. They have homes, affordable homes. They can access their jobs, their shopping, and their health care on the bus line, no doubt services they're not going to have when they're forced to relocate to Meridian or elsewhere. Why are we displacing these people for an off-campus dormitory?

Destroying this neighborhood to solve a State of Idaho and Boise State issue is not the answer. Boise State needs to identify acceptable campus spaces to fill their own need. And in fact, right now anecdotaly, there are "For Rent" signs in the Identity building and in Eagle Pointe.

Thank you.

CHAIRMAN STEAD: Thank you, Mr. Mohr.

Dan Rollinger and then Janet Rollinger.

DAN ROLLINGER: You guys are a glutton for
punishment, aren't you?

Hello. I'm Dan Rollinger. Yeah, you're tough. I reside at 6 Mesa Vista Drive, Boise, Idaho 83705. I have the luxury of living right above this -- this project.

I'd like to kind of talk about really, if you could pull it up -- you have to go to the [unintelligible].

UNIDENTIFIED SPEAKER: [Unintelligible.]

CHAIRMAN STEAD: Yeah, you can go ahead and pause the time.

UNIDENTIFIED SPEAKER: [Unintelligible.]

DAN ROLLINGER: So I'd like to kind of talk more about where our actual neighborhood really is. And we talk about that intersection as being the focal point of where our neighborhood is. And we talk about Identity. We talk about the Boise housing. But if you look around the border of Mesa Vista, our complete neighborhood, it really is the bet [phonetic], Protest Ave, Federal Way, back around to Boise. That's our -- that's our neighborhood is -- you know, if we look at everybody here, that's where our foundation, that's where we've been, that's our community.

If you look at the proposed site, there's nothing, nothing anywhere near that island of land that
is that massive in size. So the scale is just inappropriate for the location [unintelligible].

UNIDENTIFIED SPEAKER: [Unintelligible.]

DAN ROLLINGER: So the other piece that I'm also concerned about is -- we talked about this. This whole piece around a neighborhood activity center. Where you look at that future site of BSU, that is going to be redone in the next -- what is it? I think their Master Plan is eight to ten years or sooner. There's also another dorm that's being put in right across from where Identity is. So that whole area is going to be massive student housing.

And again, with -- if we take that Maverick building out, there is no opportunity for any future, you know, utilization of the site. It just is a housing -- student-housing project.

Then we talk about safety. And this really is about safety at some point. If you look at Boise Ave there and you look at the traffic as it goes by, it's not safe. I walk my dog around that loop. And it's -- you -- if you hit the traffic light right, you better run to get across to the safe side of the street. You can't walk it on the south side.

Go ahead.

The other piece, this is about parking.
And we've had a lot of conversation around parking.
This is an example of seven cars in one unit. And look
at the other one. There's six cars in that other unit.
So students would live off campus actually do have
cars. And to say that 48 percent of the students in
that property aren't going to drive is kind of, to me,
absurd.

So I think we're really going to compound
an issue, create more of a traffic issue and a safety
issue on Boise Ave if we don't take care of that aspect
of it.

So I'm out of time, so I would just like,
you know, to ask you to -- to not pass this through. I
mean you look at the light that's going to come from
this neighborhood when it's 15 yards --

THE CLERK: Time.

DAN ROLLINGER: -- from the back of our
property. It's going to [unintelligible].

CHAIRMAN STEAD: Thank you, Mr. Rollinger.

That's your time.

DAN ROLLINGER: Thank you.

UNIDENTIFIED SPEAKER: Next.

CHAIRMAN STEAD: We've got Janet Rollinger and
then Leane Chaffee and then April Hoy.

JANET ROLLINGER: Yeah, we can leave that up.
My name's Janet Rollinger. I live at 6 Mesa Vista Drive. We are one of the properties that our entire north side of the property line will abut this development.

Just bottom line, we ask you to deny it. There is a lot of changes going on in Southeast Boise and Boise State. This project is a little before the cart -- or horse before the cart -- cart before the horse. There you go. It's late. It's -- and it's not mixed use. And we have a wonderful neighborhood.

One of the stories I even heard from the lady that cut my hair knew a gal who lived at the Ridenbaugh Apartments. She was there as a student. She stayed there for ten years afterwards she loved the community so much.

You're not going to get that with this new development. We just -- we are a community that supports Boise State, but we do not want to be overridden by Boise State. Our concern, of course, is the noise and the lights. Except for the fourth floor, all of these lights will be shining light up onto our property at night. We know college students do not have the same hours as residents do.

I can speak truthfully to that because we are just coming out of our ninth year of having --
being parents of college students. And the noise.  
They start fairly late. At least our daughters did.  

   Anyway, but to that extent we have also  
seen a great increase in student debt. They went  
through Boise schools. A lot of their friends went to  
Boise State. After their first year, they moved back  
home because they could not afford even the rental  
houses.  

   Luxury student housing, you're just setting  
up another generation that will need affordable  
housing. Our children that had friends that graduated,  
half of them weren't even able to get a job after they  
graduated from college. So again, they moved back home  
because they could not afford housing, especially in  
this area. And this was supposed to be one of the most  
affordable areas in the city.  

   And I think that's it. So we respectfully  
request that you not rush into this, and we want --  
would request that you deny it, especially until that  
overlay and Boise State have figured out what they're  
doing.  

   Thank you.  

   CHAIRMAN STEAD: Thank you, Ms. Rollinger.  

   Leane Chaffee and then April Hoy and then  

   Allen Dykman.
LEANE CHAFFEE: I need a little help in setting up technically.

Is this flash drive?

CHAIRMAN STEAD: And if you’re in the queue here, if I've called your name, we have some open seats up here in the front if you would like to continue to queue up. Thank you.

LEANE CHAFFEE: I am Leane Chaffee, and I live at 3 South Mesa Vista Drive. I'm sorry. I'm the one that has infected everyone for six hours.

I am -- I have a visual journey. I want to take you on a visual journey. So I'm going to move this over. And here we go.

I want to show you the fact that -- I just want you to see visually these -- the only thing that is not a duplicatry for we talked about -- they said that when you read through the application by Collegiate Development Group, it said that there would be a mitigation for calipers. Can you imagine -- I think it was already mentioned -- how many of these old trees, what would it take to replace what's there?

And also I want you to take a look and note that these are the places where a lot of wild animals live. Whoops. Okay.

This next section is all about the wild
animals we see. And these are pictures that we've been able to take. But we can't catch everything, but I see that some of the people that were here earlier were able to catch the blue heron and the foxes. We see those around all the time. So here we go. Take a quick look. There's deer; there's eight in that picture.

There's chickens.

And more deer right in the middle of our things.

There's another deer eating and going.

This is a deer that came and stayed with us in the wintertime. She just sat there and laid on her spot.

This is a hawk.

And there's a hawk with its dinner. Don't get grossed out.

And there's the deer.

And would you believe that a couple summers ago we had a turtle show up? She lived with us for two months. We don't know where she came from. We don't know where she went. Myrtle the turtle was there.

And this big, old buck was there, and he stayed -- he stuck around for a while. We had a coyote show up the other day. And we have turkeys. Now,
aren't those beautiful.

Now, that's a covey of quail. And there's some more -- and everything got mixed up when I downloaded. But there's your covey.

There's those eight deers.

There's more walking through the other neck of the woods.

And the last one with the yellowbird, something someone else knew, but I don't know what it was. Okay. Let's go.

I see that my time is going way too fast, so what I'm going to say to you right now is that you saw a lot of the pictures of how crowded the parking was. The parking in the daytime is one thing. Parking at nighttime is so very difficult. We lost a friend of ours who ran into the back end of something he didn't see on his bike. My husband goes on the bike, and so do I.

And I also would like you to be very careful and watch carefully, look at the words of the application. When Collegiate Development Group says I will give you --

THE CLERK: Time.

LEANE CHAFFEE: -- an extra way, and they give you one extra car. That's not an alternative.
CHAIRMAN STEAD: Thank you. That's the end of your time.

April Hoy and then Allen and then Dixie Dykman, if I'm pronouncing that right.

APRIL HOY: Madam Chair, Commission Members, my name is April Hoy. I live at 5212 West Kootenai Street, 83705. I'm a member of Boise Renters United.

I'm here to urge you to deny the rezone for this development. It's late, so I'll keep it brief. I just want to say that Boise is in the midst of a rent affordability crisis. The City should be doing everything in its power to preserve existing affordable housing. It should not be making special exceptions to help developers make more money by tearing down reasonably priced homes to replace them with luxury rooms to rent.

Thank you.

CHAIRMAN STEAD: Thank you, Ms. Hoy.

Allen Dykman and then Dixie Dykman and then Terry Copple.

ALLEN DYKMAN: Hi. I'm Allen Dykman. I live at 5 Mesa Vista.

We purchased our current home in 1984. We started out, it was a rental up there. We spent years remodeling it, fixing it up, and it's just perfect. We
love the house.

This proposed project is not to fulfill the needs for student housing. I met with the chief operating officer at Boise State, and she said this does not meet the student needs. What they want to do and what they prefer to do is have their own facilities that do meet student needs and they keep the price affordable.

A classic example of this is the Identity building that was built. None of us were aware it was being built or we would have been up here talking about it. But it's -- the Identity building on Beacon and Boise Avenue. I know this meeting is not about design review, but it's about rezoning a parcel that does not allow for a project such as Identity to be built. And that's what we're really trying to keep in this process.

From my perspective, Identity looks like a large, white hospital with a big, neon sign on it. It sticks out like a sore thumb in the neighborhood where it was approved, not for BSU standards, of course. As you've seen BSU student housing, it's a beautiful building, like if you go down Lincoln Street or if you're over on the river, it's all red brick and it fits in with the campus. And even that Identity
building, if they just would have built it out of brick it would have been, you know, reasonable for us to look at.

Please do not make the mistake again by rezoning this land to accommodate another mistake. The property in question is what the City Comprehensive Plan refers to as neighborhood active centers with neighbors, retail, offices, and residents, similar to Bown Crossing. The proposed site is not the right location for this massive project.

The adjacent Woodbridge and Ridenbaugh Place developments exemplify that nature can still exist in an urban setting, leaving a place for all sorts of wildlife. You've seen it and you've heard about it.

The request rezone will affect the quality of life known to us by increasing the capacity of the 1909 Boise Avenue property from 48 units up to 287 units with 545 beds, is what I heard last. We do not want this kind of a development in our neighborhood. We do not want more light, noise pollution from Boise Avenue and Protest Hill and the neighborhood. For instance, we'd like to keep the sounds and the sights of listening --

THE CLERK: Time.
ALLEN DYKMAN: -- to the animals as they come through.

CHAIRMAN STEAD: Thank you, Mr. Dykman.

Next is Dixie Dykman, followed by Terry Copple and John Bertram.

DIXIE DYKMAN: Hi. Good morning. My name is Dixie.

UNIDENTIFIED SPEAKER: Morning.

DIXIE DYKMAN: My husband said earlier that he thought I wasn't going to be able to testify on my birthday, but so happens that I am now testifying on my birthday, so...

CHAIRMAN STEAD: Happy birthday, Ms. Dykman.

DIXIE DYKMAN: My name is Dixie Dykman, and I live at 5 Mesa Vista Drive with the man that was just up here.

And I've lived in Idaho for 67 years as of today. I've been a taxpayer in Ada County for 47 years, and I've seen a lot of changes in our growing community in that time span, many good and some not so good.

This proposed dorm project is one of the not so good. The parcels involved in this proposed project and the request to rezone it to higher density housing should be looked at with a closer eye and a
thoughtfulness to the future of this particular corner of our city and the historical Oregon Trail that passes through it.

I would ask that you not approve this particular project to rezone the parcels for the many reasons that have been brought to you in the letters that you possess and that have been written with the testimonies given here tonight.

Point in hand, I read a news release January 22nd, 2020, in the Idaho Press that there are currently seven Planning and Zoning Commissioners. But Mayor McLean had referenced that up to 12 could be considered to serve. I personally would like to see as many Commissioners as possible to review this project request, even if that means delaying any decisions that could be made tonight -- or this morning.

Please look at all the best use for this land, and let's look at the environmental impact that 545 beds will have. Let's look at what is really being requested to be built with regard to its need, capacity, architecture, environmental impact, and engineering. We only have one chance to get this right. Let's not rush to approve this or any project until some studies can be done, which obviously they have not been done, and to see the best use for this
corner in our surrounding area.

At some point we need you to say no to this kind of development, whether it's from out-of-state developers or local investors who are hovering over our booming city with only one thing in mind: to make money. Please don't rubber-stamp this oversized, unneeded, unwanted, high-density dormitory project adjacent to our neighborhood.

It does not fit in as suggested. It is way too large, creating traffic and noise problems, light pollution that don't exist now. It's in poor use with the parklike setting that could become something really special --

THE CLERK: Time.

DIXIE DYKMAN: -- in our beautiful part of Boise.

CHAIRMAN STEAD: Thank you, Ms. Dykman.

Terry Copple, John Bertram, and then Cathy Sherman.

TERRY COPPLE: Thank you very much, Madam Chair, Members of the Commission. My name is Terry Copple. I'm the Dykman's attorney. My address is 199 North Capitol Boulevard, Suite 600.

What I wanted to do is to answer Commissioner Gillespie's question about the ACHD,
because I have as well been in contact with the ACHD on their issues with regard to this project.

As you're aware, a traffic-impact study was prepared by CDG. It was submitted to the Ada County Highway District and was rejected. And that's why you have in your packet the January 21st letter where ACHD outlined the ten flaws and errors in that study.

And just to give you a flavor of what they're like, I just want to list several of them to emphasize ACHD's problem with the traffic study and the project. Number one, they complain that there was no evaluation of the safety deficiencies with regard to the streets around this project and the exacerbation of those problems caused by the project.

They said there was no evaluation of future off-site developments, which would make what was ever happening on Boise Avenue worse because of the project.

They said there was no intersection analyses of the eight that they said that they had done, but there was only two in the report. So as you go through and you look at the letter, you see all the problems that ACHD had. They rejected it. And as a result, the Applicant has filed a new traffic-impact study just this last week. It was filed with ACHD. They are now analyzing that report as we speak. They
are going to write a review of it. They will not be
doing a site study because of the dropping of the
conditional-use permit.

ACHD was going to have a full Commission
hearing on this application when it was both a rezone
and a conditional-use permit application. They felt
that this was such a significant event that they wanted
public input.

Now that the CUP has been dropped, they're
not going to have a public hearing in front of the ACHD
Commission because it's not a site-specific type of
matter. It's just a rezone. But they will still be
giving their opinion with regard to the traffic study.

We think that what you should do is defer
this application until ACHD is able to review the new
traffic investigation that was done by the experts, and
then you'll have a better picture of the negative
effect, we believe, of this project.

Also now we learned today that it's really
not 35 feet, maybe it's 37 feet. Does that trigger
another conditional-use application, or not? If it
does, then ACHD is going to want to have a public
hearing themselves to give a recommendation to this
body about what should happen with regard to this
project.
Thank you.

CHAIRMAN STEAD: Thank you, Mr. Copple.

John Bertram and then Cathy Sherman and Sam George.

JOHN BERTRAM: John Bertram, 1 West Parkview Place.

Chairman, Commissioners, I encourage you to deny this rezone. The massive 537, now up to 545 bed, 267 car student-housing complex overwhelms the neighborhood and does not fit the site. It's bulky design crowds Boise Avenue, and it will significantly increase traffic and parking congestion, as well as vehicle and pedestrian conflicts.

Worse, the project -- the project requires the excavation of a portion of the bench hillside slope, installing a 35-foot concrete wall. Worse yet, it undergrounds and paves over the Bubb Canal, formerly the historic Mill Ditch, an open waterway that is a critical element for wildlife and natural beauty. Most threatening, it demolishes existing affordable housing, displaces people and families, and forever removes trees, canopy, and plant habitat.

I hope you had a chance to read my detailed letter, as well as what came before, the mills, a history of the area. As a planner and historian, I am
enamored by the 24-unit Ridenbaugh Place Apartments. It offers an especially wonderful affordable living environment, facing a lush courtyard. Its ingenious plan provides covered vehicle parking out the backdoors with its own access off Boise Avenue.

The natural aesthetic site features an oasis of heavy tree cover, pathways, two bridges over the Bubb Canal. This site has opened our eyes to what can exist along the bench and has -- and canal area. The site is potentially eligible, potentially eligible, for the National Register of Historic Places. It is a unique Boise place and must be protected.

Let's look at the big picture. I encourage the City of Boise to initiate a review of Boise's bench topography of rims and slopes. These rim corridors are a defining piece of Boise's landscape and provide natural vegetation, tree canopy, wildlife, and plant habitat. Hillside ridges and slopes create a corridor for wildlife, and greenery provides oxygen.

As proposed, this project decimates the entire site, eliminating mature and healthy trees and vegetation. This would be a major blow to the City's program of increasing tree density and cleansing and cooling our air.

A study of Boise's benches would allow time
to better understand their topography and identify
unique bench opportunities. We owe it to the citizens
of Boise to consider the appropriate care of the bench
hillsides. We have a Green Belt plan. Let's prepare a
bench corridor plan.

As identified by Blueprint Boise, this site
is part of a neighborhood activity center. With no
mixed use, this project spoils the opportunity to
create a desirable small neighborhood center, which
could excel with well designed mixed uses, retail,
office, and residential.

THE CLERK: Time.

JOHN BERTRAM: Thank you.

CHAIRMAN STEAD: Thank you, Mr. Bertram.

Cathy Sherman, Sam George, and then Katie
Fite.

CATHY SHERMAN: Hi. I'm Cathy Sherman. I am
the housing specialist for homeless veterans here in
Boise, Idaho, a job that two-and-a-half years ago when
I interviewed I thought would be kind of easy.

With a less than 2 percent vacancy rate in
affordable housing, my job has become either harder or
quixotic, depending on the day. Today in ZIP codes 12
02, 03, 05, and 06, there were six properties listed
that met HUD standards for affordable housing, the
HUD/Boise City/Ada County Housing Authority standards for affordable housing. Out of those six properties, only none of them would accept a Section 8 or a HUD-VASH voucher. We don't have a problem. We have a crisis.

The other reason I'm here is I live right next door to the Brassey family, who built these apartments and my own home. So I -- it used to be my ace in the hole. I've housed two families in these apartments in the last two years. Every year I house 120 veteran families. And affordable housing and these legacy affordable housing is a really important thing.

Do not displace a tight-knit community of 36 souls. But if you're going to displace, let's figure out a way to replace. I would suggest building a green roof on this -- on this with an apiary for bees and wildlife. I would also suggest adding a couple of ADUs to that roof for small footprint housing. At least 10 percent or ten units in the building could be for -- for people and accept vouchers.

My mom lives in Baltimore, Maryland, at 3900 Charles Street, called The Social, which has over 10 percent elderly people living in the building. It keeps down the students' noise. My mom loves it. She always has somebody who can fix her computer.
And I'd say let's partner with the City and the residents and the neighborhood to build another 12 ADUs in the neighborhood and give option -- and give some options and choices to the current residents.

I have a quick notice from Erik Kingston, who could not be here. Erik Kingston is home with his daughter writing an essay. In the APA's code of ethics, we shall seek social justice by working to expand choice and opportunity for all persons, recognizing a special responsibility to plan for the needs of the disadvantaged and to promote racial and economic integration. We shall urge the alteration of policies, institutions, and decisions that oppose such needs.

Boise has a choice. Do we consistently --

THE CLERK: Time.

CATHY SHERMAN: -- defer to the interests of the outside private equity?

CHAIRMAN STEAD: Thank you, Ms. Sherman. That's time.

CATHY SHERMAN: Or do we recognize housing as a human right?

CHAIRMAN STEAD: Thank you, Ms. Sherman.

Next up is Sam George and Katie Fite. And then Karen Glenna, maybe.
SAM GEORGE: Hello. I'm Sam George. And I live at 4541 South Curzatte Lane. But I have lived at the Ridenbaugh Apartments until a week ago. But this was also by design, because we moved here to Boise eight months ago to accept a position at Boise State and always intended to purchase a home as soon as possible.

Finding affordable housing, or even available housing, turned out to be extremely difficult here. And so it was somewhat out of desperation originally that when I found the Ridenbaugh Apartments and their adjacency to the university that I jumped on them. It was only after we have moved in and I looked more closely at the place did I start to notice the thoughtful details.

I have a master's degree in architecture, so I often look at things through that lens. The floor plans -- for instance, the floor plans of the apartments are laid out on a 5-foot grid. Most people wouldn't notice that. And the cabinetry work utilizes matched symmetrical panels, and the drawer faces and cabinetry borders are made from the same piece of wood, so the grain pattern also matches. This type of work is typically only used in more expensive construction and such as churches today.

But it was the stream in the central area
with the mature trees that I found so charming, like something out of a Hayao Miyazaki film. There are two bridges over the stream and many mature trees on the site. In the fall there were fish and ducks and many tiny, dancing insects. One of my girls loved climbing down the massive fallen trunk to touch the stream. It was a nearly sacred place.

We desperately need more student housing, but the university really needs it on campus. And the project will take a lot of money out of our City every month, which could go to supporting the university or at least making things more affordable for the students.

But if the project does go through, I ask that you guys do what you can to remember what came before in the project, as we talk about in architecture a lot. And that giant retaining wall, that's not a good idea. But I mean the real thing, though, I think, that's at stake here is that affordable housing also makes it affordable to purchase and then to tear down and rebuild on it. Right? And so sometimes we have to make a decision as the public that we're going to protect things like that, because the people who do live there and who do own it, usually can't.

Well, thank you. And thank you for
volunteering to be on the Commission, because this is a huge contribution of your time.

CHAIRMAN STEAD: Thank you, Mr. George.

Katie Fite is next, followed by Karen Glenna and Jason Crawforth.

KATIE FITE: Can someone help me with this?

It's not --

UNIDENTIFIED SPEAKER: I got it.

KATIE FITE: My name is Katie Fite. I live at 1006 North Fifth Street in Boise. I'm here to talk about the natural vegetation that's there, a little bit of the history, and the wildlife values.

As John Bertram was talking about the history on the site -- okay. Anyway, well, the first slide that was up there was of the old mill that some of the canal systems that the Bubb Ditch is related to was involved with.

Okay. This is just a little bit of a history. At the time of the construction of -- this is the Bubb Ditch area, the ditch headgate measured 7 feet and the ditch itself measured 2 feet deep and 6 feet wide on the bottom. By 1903 the canal measured 3 miles in length and had 3 miles of laterals. This was a canal coming off the Boise River.

The next slide.
Okay. This is an image, a photo, of the canal that exists on the site now. There was permanent flowing water there in the winter, deeply wooded, trees persisting without irrigation water on this subirrigation that's occurring there. And this is around 6 feet wide, just like the description that was in the old historical accounts.

Okay. The next one.

Another photo of the site.

Next.

Okay. This is a photo of the hill in the background on the side of the bench that's been dug into, I guess I was told by the developer. You can see that it's just left in this condition, and it looks fairly unstable. I'm wondering if there's going to be any hillside permits or anything like that associated with this development, because I understand there's going to be a 30-foot retaining wall put up and some digging back into the bench slope, marring that forever.

Next.

Okay. This is just an image of some of the mature trees that are growing right at the base of the bench slope.

Next one.
Okay. We heard from someone earlier that there's $200,000 worth of trees that are going to be destroyed here. That's a tremendous value for wildlife. Migratory birds like this yellow warbler. And right, you know, now we have this tremendous crisis for migratory birds across North America where -- so many species have declined 30 percent in the past -- since 1970.

This is a photo image from Google Earth. The yellow pin that's in the center of it, that shows the dense tree cover at this site.

THE CLERK: Time.

KATIE FITE: Okay.

CHAIRMAN STEAD: Thank you, Ms. Fite.

Next is Karen Glenna.

KAREN GLENNA: I yield my time.

CHAIRMAN STEAD: Okay. Karen is skipping.


David Klinger?

Okay. Then Marty Schimpf and Briana [sic] Kemp, maybe.

DAVID KLINGER: Well, this is certainly one P&Z meeting that's going to shut the bars down tonight.

UNIDENTIFIED SPEAKER: I don't know about that.
DAVID KLINGER: You're on.

David Klinger, 1404 North 24th Street.

Two years ago we appeared before you on a matter of affordable housing on a project that, among other impacts, proposed to evict 23 lower-income residents -- immigrants, seniors, the disabled -- from their homes at 16th and State Street in the midst of an accelerating affordable housing crisis in this city two years ago. That was the infamous CVS drugstore issue.

Do you remember that Milt?

COMMISSIONER GILLESPIE: I do.

DAVID KLINGER: Very analogous to what we're talking about here tonight. And do you remember the long colloquy that you, as a Board, had at that meeting on the matter of the very real human cost of redevelopment as part of your evaluation?

I don't see why you can't apply the same logic here tonight that you did in 2018. And I encourage you to review your thinking of two years ago and how you factored the by-product, the very real by-product of growth with this housing displacement into your decision-making process at that time.

I would like to be able to support this rezoning and this project, but it's a failure of imagination that I must address right now. The one
aspect that CDG has failed to acknowledge that sets
this project apart from any other college market in
which they are engaged is that they are proposing to
develop in the fastest growing city, in the fastest
growing state in the nation. That calls for far
greater respect for the realities of what this city is
facing.

CDG, you’re not in Kansas or Missouri
anymore. I submit to the CDG conceptual designers of
this project that they are missing a real opportunity
to make history here in Boise by creating a mixed
development that scales and blends students and
community residents into a single, unified,
multigenerational development on a more human scale.

What better learning experience for 545 BSU
students than to live with, alongside, and among the
reality of the good people who have called this
neighborhood their home and who now face displacement.
Why does redevelopment, our choice need to be a student
ghetto that rests on the foundation of easy eviction of
real people.

CDG, respectfully return to Missouri, the
Show Me State. Show Boise you can develop something
smaller, more imaginative, more humane, more
conforming --
THE CLERK: Time.

DAVID KLINGER: -- and more respectful of Boise values.

CHAIRMAN STEAD: Thank you, Mr. Klinger.

Next is Marty Schimpf and then Briana Kemp.

I'm sorry. The handwriting's tough.

MARTY SCHIMPF: Good morning. I'm happy to be here, and I appreciate your still being awake and attentive at this late hour. We appreciate you.

My contribution to this conversation is simple, and so I'll try to be direct.

CHAIRMAN STEAD: Can you start please with your name and address.

MARTY SCHIMPF: Marty Schimpf, and I'm on the Mesa Vista neighborhood, 4 Mesa Vista, just above the proposed development.

We recently had a pretty interesting election in Boise. And if you were listening to that conversation that ensued before that election and you noticed the outcome of that election, you can see that a clear message was sent from the citizens of Boise that they're really concerned about growth that seems to be or appears to be unbridled and the impact that it has on homelessness and the quality of life in Boise.

Of course, appearances and facts are not
the same, otherwise you wouldn't be here. It's not
duly unbridled, but it has the appearance of that.
Certainly you can agree with the tremendous growth
we've seen in the past years. It's been palpable. And
the CDG project, I believe, is emblematic of the type
of growth that drove the outcome of that election.

545 residents packed into 3.3 acres at that
specific site jammed up against that hillside with poor
access, especially if you're driving west along Boise
Avenue and trying to enter that, it's just -- it's just
a poor place. It's going to increase traffic immensely
for all of us in the neighborhood. It's also going to
impact the surrounding streets because of the
intensification of the parking issues that we have in
the area.

I don't agree with this idea that you're
going to improve the neighborhoods by just directing
all these people to the apartments. No, you're adding
545 more people to a very congested area. And with all
due respect, because I'm really sincere about this,
allowing such a high-density rezone without fully
understanding the impact on traffic tells me that we
have a flaw. There's a flaw in the process.

The students are also going to be affected
that live in this building, because we know from
experience that when they're headed to class, they're not going to walk east to the corner in order to cross Boise Avenue. They're going to jaywalk. And God forbid when that first pedestrian accident occurs and we start putting in more traffic controls and more sidewalks, it's just going to further increase the congestion, and it's going to also intensify the noise that rises up into our neighborhood.

So while you are not the final decision-makers, I suppose, in this whole process, we pray that you will help our leaders in City Hall who are by making a recommendation that supports their need to heed the outcome of that election.

Quality of life associated with poorly placed growth is foremost on all of our minds in this City. And this project is exemplary of that issue.

THE CLERK: Time.

MARTY SCHIMPF: No one is benefiting around the neighborhood from this project, and that's why you have all the opposition.

CHAIRMAN STEAD: Thank you, Mr. Schimpf.

Next is --

BARBARA KEMP: It's Barbara.

CHAIRMAN STEAD: Barbara.

BARBARA KEMP: Sorry.
CHAIRMAN STEAD: I'm sorry.

BARBARA KEMP: Barbriana sounds pretty nice, but okay. My name's Barbara Kemp. I live at 3314 Camrose Lane in Boise.

I'm representing myself, but I'm also here representing the Boise/Ada County Homeless Coalition, which is a nonprofit organization that's been here in Boise/Ada County for 28 years, currently composed of 20 organizations and 30 individuals, all coming together with a mission to end homelessness in Boise and Ada County through education and advocacy. Certainly for projects, policies, activities that would contribute to ending homelessness in our community, and we advocate against policies, projects, activities that will contribute to more homelessness.

We strongly oppose this proposed rezone and development here, which would destroy 25 units, apparently beautiful units -- I want to come live there as soon as I can -- of desperately needed affordable housing, desperately needed. We're in crisis. We know this. We all know this.

So destroying 25 units of existing affordable housing that is making for a lovely community for people that -- that we want to stay in our community is on its face completely
counterintuitive to the principle of a housing justice
to moving forward in preventing more homelessness. So
this crisis has been anticipated for decades. Now it's
reached a fever pitch. We've got to start acting on
the fact that we know we have this crisis, and this is
a good place to start.

The -- the developer said something about
"We're going to work with residents. We're going to
help them." Well, I don't think that they can
magically make more affordable housing appear right
after we have destroyed 25 of existing units. The
Idaho Housing and Finance Association reports that
there's a rental vacancy for affordable housing in Ada
County of .44 percent.

The vacancy rate to make supply and demand
balanced is thought to be 5 to 6 percent. Huge
discrepancy. I think we can understand that if we
do -- we would be doing mass eviction of these
residents, a mass eviction, we would not expect them to
be able to find -- given those numbers, and nobody
being able to magically create new affordable housing,
they're not going to be able to live in this area
anymore.

And people who need affordable housing,
whether Ridenbaugh Place or anyplace else, have as much
right --

THE CLERK: Time.

BARBARA KEMP: -- to live in an area of opportunity --

CHAIRMAN STEAD: Thank you. That's time.

BARBARA KEMP: -- as the rest of us.

CHAIRMAN STEAD: Thank you.

BARBARA KEMP: Please oppose this.

CHAIRMAN STEAD: Next is Fred Fritchman and then Eric Naylor.

UNIDENTIFIED SPEAKER: Fred spoke.

CHAIRMAN STEAD: Fred spoke. Okay.

ERIC NAYLOR: I think I have to be at work at 7:00 in the morning.

UNIDENTIFIED SPEAKER: You and me both.

UNIDENTIFIED SPEAKER: Motivation.

ERIC NAYLOR: My name is Eric Naylor. I live at 2001 Boise Avenue, Apartment 15. And I am coming before you tonight to ask you to please deny this proposal. And I want to start this by saying I'm not anti student. I was a student myself until relatively recently. I reject the stereotype of students doing nothing but partying, because I saw for myself when I was a student that that is simply not the case.

And I acknowledge that there is a need for
student housing. I -- but -- and I support more
student housing. What I do not understand or support
is putting student housing in places where people
already live, especially when there are other places
where we could put that student housing.

I mean if this goes through, what's going
to -- you've already heard, what's going to happen to
me and all of my neighbors in that apartment complex is
we're going to end up being evicted. I'm going to have
to go move back in with my parents for a few months
until I can find another place to live. Do you know
what that's going to be like for a 32-year-old man to
go back and live with his parents again? And I'm going
to be the lucky one.

Yeah, my neighbors, they're not going to
have that option, most of them. They're not going to
be able to -- they're not going to have that same
safety net that I have. I wouldn't be surprised if
some of them ended up homeless because of this. And
yeah, it's not even necessarily that I live there.
Although I won't deny that does kind of add a little
bit of personal weight to it.

It's that we're proposing demolishing
housing, affordable housing, where people are currently
living, their homes, to make way for student housing
that, while I acknowledge is needed, could be built somewhere else where people are not currently living. I just don't understand why we are not doing that instead of this proposed idea of building it in places that people -- myself and my neighbors -- are using as homes.

And so I just -- I'm urging you to please deny this proposal. And if we are going to build more student housing, do it somewhere that's actually available on campus where there are not already people living, where you can build temporary homes for the students.

Thank you.

CHAIRMAN STEAD: Thank you, Mr. Naylor.

That concludes the sign-up sheet. If you would like to speak, please come up, queue up. Let's keep moving.

BRENT COLES: Brent Coles, 6780 Casa Real, Boise, Idaho.

UNIDENTIFIED SPEAKER: Let him go, and then we'll [unintelligible].

BRENT COLES: Okay. Okay. Just very quickly, I want to add my voice to those who have testified.

It seems to me, as we've heard so much testimony this evening, very good testimony, that
something needs to change. It's surprising to me that you are faced with a decision without having a completed traffic study on a rezone that increases densities by such significant numbers.

It's -- we just came out of that campaign that the number one issue was affordable housing, and yet here we are looking to eliminate affordable housing without a replacement opportunity. It seems to me that you're -- you have the opportunity to work with the mayor, the City Council, and the competent staff here to look for change. Change in the way we're doing business, what we require, and look for a way in which if we're going to eliminate affordable housing that it is replaced at the same time.

Thank you very much for your time.

CHAIRMAN STEAD: Thank you, Mr. Coles.

We're going to just take a really quick five-minute break.

(Recess from 6:45:17 to 6:49:32 of audio file.)

COMMISSIONER GILLESPIE: Okay. We're going to go.

CHAIRMAN STEAD: Here we go.

COMMISSIONER GILLESPIE: Here we go. We have a small public service announcement.
CHAIRMAN STEAD: Thank you, Commissioner Gillespie.

Due to the lateness of the hour, if -- we would love to hear any new commentary that could be added to the record that we haven't heard yet. The choice is yours. But we would love the consideration of any new testimony.

Please go ahead. Name and address, and don't forget to -- we need a complete -- if you weren't on the sign-up sheet, we need one of those white slips once you've finished. Pass it up to us here at staff.

DAVE KANGAS: Okay. My name is Dave Kangas. I reside at 1715 Canal Street. I am also president of the Vista Neighborhood Association, but I'm here testifying on my own behalf.

I ask you to deny this rezone request as it is not appropriate for the site in zoning, scale, or consequences. First of all, BSU housing is not necessarily a crisis. Affordable homes are. We all know that. Eviction and destruction of current residence for -- is a major issue yesterday, today, and tomorrow. If Boise is going to take -- go to the Supreme Court to deny homeless people a place to sleep, it seems that they might be doing a little bit more to stop the homeless in the beginning, in this case where
you're evicting residents for student housing.

I find it very confusing and unbelievable that we are trying to solve a housing -- student housing problem, when nobody knows what the end game is for student housing. The 500 beds that they're going to build at this site would probably not even accommodate new year's -- new attendees at Boise State. It's not going to alleviate anything. It's just going to help absorb growth from Boise State. And if Boise State doesn't have a plan for how many students they're going to have, how do neighborhood associations, developers, or even the City of Boise have any idea how to proceed into the future?

Additionally, RO zoning for this site, by definition, does not work. From the Boise City code, transition from high-intensity commercial to high-density residential. Transition means process of change from one condition to another. To the west is townhomes at the best medium density. But the way they're laid out, I would say the zoning is -- actually density there is probably R-1C, to the west R-1C subdivision.

Across the street you have Boise State townhomes that is at, again, at best medium density, but considering how it is laid out, how the low impact
on the street, they're set back from the street, two-and-a-half stories, it's a very comfortable, pleasing place to walk. I don't see high-density commercial.

High-density residential's all the way to the east. Again, very pleasing landscape because it's buffered by a large parking lot and mature trees. High-intensity commercial might be kitty-corner to looking at Identity, which is a huge eyesore. And if you look at that zone and what is surrounding it, it doesn't fit by definition either.

It appears that somebody came up with a project at Planning and Zoning and they found a zone that would fit and just said, "Let's use that one."

Please deny this. RO zoning doesn't fit.

Thank you.

CHAIRMAN STEAD: Thank you.

PAT SHULZ: Madam Chair, Commissioners, thank you and appreciate the break. My name is Pat Shulz. I'm with Thornton, Oliver, Keller, 250 South Fifth Street, Boise, Idaho.

I've been working with the Brassey family on the marketing and selling of this property. The Brassey family is out of town and unable to make this hearing, so they requested that I read this letter:
"Brassey Properties is owned by the children and grandchildren of Vern and Isabel Brassey. Prior to Collegiate Development Group, hereafter CDG, approaching the Brassey family a proposed sell, three other dormitory apartment developers had approached me about possible purchases of the apartments. And the Brassey family had retained my service to actively market and sell the property. The Brassey family made the decision that they no longer wanted to be involved with rental properties. The apartments at 201 -- 2001 Boise Avenue, which are subject to this rezone, have never received any type of government subsidy for affordable housing. The apartments are 50-plus years old and suffer from years of deferred maintenance. It does not make economic sense to update the existing apartments. This is one of the several reasons the Brassey family decided to sell the property. One of the requirements we placed on the sale contract with CDG is if the sale does not go through, the Brassey family are free to use the land survey, geotechnical work performed by the property by CDG and its consultants. Our intent requiring this provision was the property would be more marketable to other buyers with the survey and geotechnical data. CDG is under contract to purchase both the Maverick site on the
corner of Boise Avenue and Protest and the apartments on Boise Avenue. If the sale does not go through, the Brassey family, through our company, will have two properties to sell. First the convenience store on the corner and the apartments on Boise Avenue. It would seem from the public -- it would seem from a public safety and aesthetic perspective combining the properties as CDG is proposing would be a benefit for the community."

Thank you.

CHAIRMAN STEAD: Thank you.

MARTHA HOPPER: Thank you for your [unintelligible] --

CHAIRMAN STEAD: Oh, sorry. Don't -- please don't forget to fill out the white slip if you didn't do that.

UNIDENTIFIED SPEAKER: I did.

CHAIRMAN STEAD: Okay. Thank you. I'm sorry. Please go ahead.

MARTHA HOPPER: Thank you for your forbearance and your service to the City.

My name is Martha Hopper. I live at 16 Mesa Vista Drive on the bench above the proposed development.

I have a letter from BSU, which is
interesting in its tone and its content. "Boise State University is compelled to make clear our position regarding housing developments proximate to campus. This is spurred, in large part, by reports of false representations made by developers of university support. Boise State's degree-seeking student body has grown by nearly 1,500 students in the last five years, and the demand for student-focused housing is high. Though the university is actively trying to meet this demand, most recently with the more than 600 beds created by the Honors College in Sawtooth Hall, we understand that the need for housing currently exceeds our available inventory. Private development has and may continue to try and address this gap. For private off-campus projects, the City of Boise has process and procedure to evaluate the impact on existing neighborhoods, including parking, traffic, noise, et cetera. At this time Boise State has not endorsed or partnered with any off-campus housing developments. Ultimately it is the university's goal to address student-housing demand with Boise State-operated options as much as possible. In addition, we will share our position with City officials, members of the media, and directly with developers. If you have questions or would like to discuss, please do not
hesitate to contact us." And it's signed by Randy McDermott, vice president of campus operations, Boise State University.

CHAIRMAN STEAD: Thank you. Yeah, don't forget to fill out a white slip if you haven't already. Thank you.

MARTHA HOPPER: Where do they go? Do they go in a box?

CHAIRMAN STEAD: You can bring them up to us here or bring them over to the staff table.

ANTHONY YENASON: Hi, everybody. My name is Anthony. I live on North Fifth Street in Boise. I work with both Intermountain Fair Housing Council, as well as Boise Renters United, and have been working directly with many of the residents from these apartments.

I want to speak to a couple of things I heard tonight. One was from the developer folks saying that they've really made an effort to meet with the neighborhood and listen to the concerns and incorporate that into the project. I'm under the impression they've done that with some stakeholders, but not all. My understanding is that the residents have asked specifically to meet before this meeting to try and come to some agreements. And we were not given that
opportunity. They were said that they would meet after the approvals were made. So I would suggest that that's different than it was stated.

Further, I would say that it is my impression that the Brassey family stands to gain a significant amount more money if the approvals go through. So it doesn't surprise me that they stand with the developer as well.

I've heard some terms like lack of affordable housing and affordable housing crisis, a housing crisis, and a homelessness crisis. I want to try and offer a reframing of that that I think is relevant to what's happening in Boise when we talk about this, which is a rental crisis, a landlord crisis, a speculative real estate crisis, and possibly a Planning and Zoning on the City's case crisis.

This decision has cited zoning codes, policies, Blueprint Boise. And frankly, the decision is to appear as a decision about numbers, population, and money. But I want to push those bales aside and offer beyond the code and the law that these are the people who live at the Ridenbaugh Park Apartments -- Ridenbaugh Place Apartments. These are the people who will be displaced. All of these people will be made homeless for at least a small amount of time. Some
will never recover.

And I want to ask about the relocation plan. What is it worth to be relocated to a place that you cannot afford? We've had every resident who's testified speak to their concerns about affordability outside of where they live. And I don't think that all of them are going to be able to find sufficient housing. But here they are, and they're asking, and I want to just remind you that this is a rezone request. They're asking that you not give a special permission. The residents are asking that you not give a rezone here, not make a special permission for this development.

All of these folks have come out to say that this development doesn't match with their idea of their neighborhood. It doesn't match with the current zoning. It's in your hands to approve or deny this zoning, this rezone, and I'm going to just ask and request that you deny that.

Thank you.

CHAIRMAN STEAD: Thank you.

Is there anybody else?

RICHARD LLEWELLYN: Richard Llewellyn, 9170 Hill Road.

So I was a kid -- I don't know if any of
you remember Helen Hart [phonetic]. She used to give art lessons to kids off of Boise Avenue. And it really was a magical place. I can remember it from back then. Later on when I got older and read Narnia, I thought, That's like what Narnia was. So when all these people talk to you about how amazing their area is, it's true, at least from my experience. But most importantly, we should listen to the people who are living there now.

I believe we are in a completely irrational time when it comes to planning. And by that I mean we can ask questions like, well, what would happen if we create 500 bedrooms here for students, will that alleviate pressure elsewhere?

I don't think so. I think we're in a place where our demand is essentially a constant now. We're not in a rational situation where we can build more of one -- in one place and assume that we will save another place by doing that, or likewise make other places available. We're just not there.

We have so many people that will move here that when we think we're making those kinds of rational decisions, we're not. All we're doing is changing something or losing something that we have. And I think that, in these irrational times, should be our primary principle. Think what we're losing, think what
we will become, because we're not solving the problem
unless we actually address the problem.

And here the problem is, other than the
magical place, is the affordable housing. On every
rezone Boise could entirely legally exact affordable
units. This is not called inclusionary zoning. This
is called exaction. It's called driving a bargain for
the public welfare. That is what a rezone is supposed
to be for.

Now, unfortunately Boise doesn't do this,
or very rarely. Once in a long time it will do this.
But that's just a lack of political will. It's a lack
of creativity. And I think it's up to this board to
start sending the message back to the City saying we're
not just going to approve and rezone unless we truly
believe that Boise has pushed for it to be in the
public welfare.

And that means to quit acting like
adolescents. We cannot afford to be an adolescent city
anymore. We have to demand, we have to drive a hard
bargain for our people every time you have a major
rezone like this. And we're not doing it.

So thank you for your time. I'm impressed
with you guys for being up here and listening to us
all. Thank you.
CHAIRMAN STEAD: Thank you, Mr. Llewellyn.

MONICA FABBI: Good morning. My name is Monica Fabbi. I'm with Intermountain Fair Housing Council. My address is 630 South Curtis Road, Boise, Idaho.

I think it's important that anyone who decided not to speak tonight knows that they may be foregoing their opportunity to speak at an appeal later, which may change your mind about whether you speak tonight, even if it is just to say "Goodnight."

That said, I hear that CDG sees Boise as a market, but Boise is a city made up of people, humans, humanity. This proposal is not humane if it displaces people in the community with a product in a market. Boise is kind. This project is not.

Dr. Martin Luther King, Jr., said, "A beloved community is one in which people recognize that they are all interconnected and that our individual well-being is inextricably linked to the well-being of others."

Why take a big step back to possibly take another step maybe not forward? Instead of building in a location that requires displacing families with children and disabled veterans, perhaps CDG can work with the City and the school to add additional housing without displacing these families.
The City of Boise's 26 [sic] fair housing plan identified a lack of affordable housing and a failure to preserve existing affordable housing as significant barriers in fair housing for people with disabilities and families with children and people of color. That was the 2016 fair housing plan. So let's not have to list the exact same thing again in the next one. Let's preserve the affordable housing.

Changes and allowances should be allowed to reduce barriers, not to magnify them. Boise has a fairly long history of displacing people from the Boise Valley, including indigenous people -- I have a more specific list here. I don't want to misspeak -- from their homes, Mexican-Americans, Japanese-Americans during World War II, African-Americans, Basques, and Chinese families from the River Street area, families from Atlanta and Amity Mobile Home Parks, Community House, Cooper Court, and Travis Apartment Communities.

That was then. Let's be now. Let's be Boise kind.

CHAIRMAN STEAD: Thank you.

Do we have anybody else that wants to testify tonight?

JODY HULL: I wasn't planning. My name is Jody Hull, and I have live at 7916 Queen Court in Boise.
And I wasn't planning to speak tonight, so I'm nervous, and I don't exactly have my words formulated the best. But one thing I did want to bring up is the developers mentioned that they design buildings to fit the communities they move into. And from what I've seen from their plans, it looks like another box that we've seen over and over and over in many communities around the country. It's just a box.

And this is along Boise Avenue, which is the historic Oregon Trail. And the current -- all the developments along there, they're the small houses, the small apartments, and the houses that let the historic canal flow in front of them and preserve, you know, the wildlife are respecting the historic nature of this trail.

This apartment complex is just going to obliterate all the, you know, land. It's going to put a wall along Boise Avenue. It's -- it's just not going to, like they say, add to the community. And, you know, we've had all this discussion about we're displacing the residents. And I just wanted to say that -- that -- sorry -- that I oppose this project for a lot of reasons. Part of it's the design. This doesn't offer anything new to our community. And like I said, it doesn't offer any mixed use, mixed housing,
and it displaces wildlife.

And another thing that the representative of the current owners brought up is that they're desperately trying to sell this affordable housing. And they're going to sell it to the highest bidder. But this might be an opportunity for the City of Boise to buy some affordable housing. I know the stock is very, very low, and this would preserve the historic nature of Boise Avenue, along with this housing that we so desperately need downtown.

And another thing I wanted to bring up is they mentioned that there's a possibility there's no fire access -- the fire department was concerned about fire access to the rear of the site. And it does face a hill of dry grass. And if there was ever a fire back there, attacking the back of the building, it doesn't sound like there would be any sort of access with this development filling up the entire lot.

So I think there's opportunity for the City of Boise to buy it, another developer to buy it who would respect the site, who would keep the Mill Stream through the middle, and might improve the buildings that are already there, might build some other housing that would serve the community with a mixture of housing, mixture, like they said, with some commercial
out front.

So I just wanted to kind of speak for the building, speak for the historic nature of Boise Avenue, the Mill Canal that is running through it right now.

And that's all I have to say. Thank you.

CHAIRMAN STEAD: Thank you.

If you're still looking to testify, please come up and queue up at the -- yeah, and don't forget to fill out a white slip. But queue up, please, in the front row here so we can keep things moving.

TED RITHMAN: I don't know about anyone else, but my rear is really killing me sitting here as long as we have. My name is Ted Rithman. I live at 2001 West Boise Avenue, Apartment No. 16.

And I've lived in Boise for about 34 years.

Out of those 34 years, 28 of them have been living around BSU. Or 24 of those years have been living right at the Ridenbaugh Place Apartments. I'm the living -- the oldest living resident there. And so for me, that's where I live. That is my community. I can't see myself living anywhere else but that neighborhood.

So why do I live here? What's my draw for living in a place for that long? As an aside, it
actually makes me chuckle when people hear how long
I've lived there. I think it's funny as hell personally.

Maybe it's because moving around a lot as a
military brat, although broadening me culturally,
burned me out from going from place to place. No, it
just only strengthened me and made me curious more
about the outside world, maybe. But that's not it.

What the real reason is is for the beauty
of my home, the nature that exists on the property, my
fellow residents at the Ridenbaugh, the tenants who
live -- the people who live up on the Mesa and then the
surrounding community.

So for those 24 years I've lived there.
This is my home. This is my castle. This is my place
of solitude, and certainly my place of peace. If
you've ever been on the property, it is quite nice. It
is very quiet; it is very silent.

As it happens to turn out, I'm a bicyclist.
I don't own a car like -- with the way wages are in the
city, I can't afford one. So everywhere I go is a 10
or 15-minute ride, whether it's going to work, whether
it's going to the grocery store, whether it's going to
the two martial arts schools I happen to join -- or
happen to go to. That's just where I happen to be.
The one thing I will mention as an aside for the traffic, there is one Woodbridge townhome that borders ours. Twice now I've been rolling through there, I've had one -- that one tenant or that one townhouse, you have BSU students who live there, who will park right in that bike lane. At one point there was eight cars parked in the bike lane. Eight. And it was a good thing it was like close to midnight, otherwise I would have had to drive right out in the street and potentially get hit.

If this project goes in, that's exactly what's going to happen. You're going to have more people parking in the street. And those of us who are actually pedestrians or bike riders are going to have to pretty much fend for themselves.

These -- these are where we live. Let's just be -- let's be honest about it. If you rip these down, we have no place to go. And me personally with what I make, I'm screwed. I really have no other place to go. I have no other options. And me being 46, I can guarantee you my parents do not want me living at home. And honestly, I don't want to live back --

THE CLERK: Time.

TED RITHMAN: -- home with my parents.

Thank you.
CHAIRMAN STEAD: Thank you.

Who's next?

DAWN MAKIN: Hi. My name is Dawn Makin, and I live at 11 South Mesa Vista.

I just want to attest to the wildlife with a story that I want to share with you guys. On Christmas morning out my back window running across the lawn, there were two coyotes being chased by two deer. Has anybody ever seen that? Did anybody else catch that? Did you see that?

UNIDENTIFIED SPEAKER: I've seen it before.

DAWN MAKIN: I thought that was -- yeah.

UNIDENTIFIED SPEAKER: [Unintelligible.]

DAWN MAKIN: So I just want --

COMMISSIONER STEVENS: Please address your comments just to the Commission. Thank you.

DAWN MAKIN: All right. And I'm opposed to the project for all the reasons that you've heard tonight. But I -- and the habitat.

Thank you.

CHAIRMAN STEAD: Thank you.

Is that it?

Okay. If you're still hoping to testify tonight, please queue up so we can keep things moving.

Thank you.
CARA CAIN: Sorry. My name is Cara Cain. And I'm at 8463 Blue Heaven Lane. And I just kind of went through a similar thing with my community. And I can tell you it's a horrible feeling when you feel like you're going to lose your housing. Okay? The market is hard out there.

And I just want to point out that Boise launched its campaign to end family homelessness by 2025. And this is not doing it. This is not making our community livable for everybody. And this is community right here. And these people need protection. So I'm just asking you to please reconsider your rezone.

Thank you.

CHAIRMAN STEAD: Thank you.

CAMERON SCOTT: Hi. My name is Cameron Scott. I live at 7895 West Ustick Road. I'm a member of Boise Renters United and am here in solidarity with the tenants at the apartments.

I just wanted to speak to you tonight about that if this project is allowed to go forward, you've heard it from them, but the people living in these apartments will be forced out of their homes and forced to find new ones, which is highly unlikely that they
will, given the worsening housing crisis in Boise. So I think it's morally unconscionable for -- to remove existing affordable housing and replace it with luxury student housing.

Additionally, the developer, CDG, has described this piece of land that the apartments sit on as underutilized and in disrepair. I don't know if you all have seen the pictures that were up there.

CHAIRMAN STEAD: Please address your comments just to the Commission.

CAMERON SCOTT: Yeah, that was for you guys too.

CHAIRMAN STEAD: So it's only going to capture you if you speak into the mic.

CAMERON SCOTT: Cool.

I think the pictures that the tenants have shown show that these apartments are beautiful. I myself would love to live there. They're far from underutilized and in disrepair.

I mean currently the tenants obviously represent a tight-knit, beautiful community. And having lived in apartments myself that -- the kind of apartments that CDG is proposing, the kind of community you get from that is really not at all.

So I'm here in solidarity with the tenants. And I ask that the Commission stand with them as well,
based on the arguments that they've presented.

And then also just on a procedural standpoint, the -- you've expressed it yourselves in some of your own questions that you don't necessarily have the information you need, such as the traffic impact study to make a good decision on this. And really it seems like a giant loophole for the developer to get this rezone and then never have to be held accountable for it again when they present their actual project.

So on that as well, I would ask that the Commission vote to deny this project.

CHAIRMAN STEAD: Thank you.

CAMERON SCOTT: Thank you.

SUE CHEW: Thank you, Chair and Commissioners.

My name is Sue Chew. I live at 1304 south Lincoln Avenue. I live three blocks from where this is and two blocks from the building that everyone's been talking about tonight.

I'll have to mention that because I live so close, I definitely know that there is a problem with parking. And the reason why I say that is because oftentimes in my driveway are some of these cars from these students, and I have to go over there and ask them to move their car.
With this current project that we're looking at, not only does it have the paid parking requirement, but it offers half of the parking for the tenants that would be there.

Second thing that I'd like to talk about is this issue about affordable housing, because in this area I've door-knocked pretty consistently for the last 14 years, about 20,000 houses. And, you know, when we look at affordable housing, I just wanted to mention that these tenants have been talking to me about how difficult it is to try and find housing like this.

So for example, two of the residents that weren't able to come here today have told me that in their recent searches they haven't been able to find housing that is of this rent anywhere in this valley. They've gone even to Caldwell, and they can't find anything. So that's all.

Thank you.

CHAIRMAN STEAD: Thank you.

MAYA SCHIMPF: My name is Maya Schimpf. I live at 4 Mesa Vista Drive. And I appreciate you being here. I'm a morning person, so I guess this should be my time of day.

In listening to the comments, I just wrote down a brief summary, because I've been opposed to this
from the get-go, but probably for more emotional reasons. And I break it down into something very analytical. I see a lot of cons, and I see only one pro.

So basically what we're talking about is displacing humans from their homes, which also potentially displaces their jobs if they can no longer work and contribute here. We see a loss of affordable housing for any future potential persons. We see a loss of animal habitat. We actually had a golden eagle come into our yard to take out a squirrel. So there really is a diversity of habitat there.

We see a loss of the historic value of the whole neighborhood. We see the creation of traffic congestion. That's a known. We see a loss or a lack of the multiuse capacity that is supposed to be imposed on that area. And we see a loss of capital, capital that will go to CDG rather than to Boise.

And the only pro I see is that we're providing homes, luxury housing, for 400 or 500-and-some-odd students.

Thank you.

CHAIRMAN STEAD: Thank you.

Is there anybody else looking to testify on the item tonight? Okay. Come on up. Anybody else
that would like to testify, even if you've just joined us, please queue up front so we can keep things moving.

LARRY SMITH: Thanks. I guess the big thing --

CHAIRMAN STEAD: Please start with your name and address, and then don't forget to fill out a white slip when you finish.

LARRY SMITH: Oh, okay. I'm Larry Smith. I live on Boise Avenue.

CHAIRMAN STEAD: Can you state your address, please.

LARRY SMITH: 3400 East Boise Avenue.

And I guess the big thing is, you know, the City touts that it's really trying to find a way to keep affordable housing here. And this seems like it's doing the exact opposite, you know, providing housing for basically rich kids going to BSU because their parents want them to go to BSU.

The whole -- whole thing of getting rid of affordable housing because of -- sorry, I'm nervous -- and just for the sake of having something fancier looking or something not old looking in our town, just really seems kind of counterintuitive to providing, you know, affordable housing for people that have lived here their whole lives like I have.

And it just seems kind of sad that, you
know, having -- having people that are part of the  
community displaced because the big money seems to get  
more talk and more action than, you know, just regular  
folk. That's all I got.  

CHAIRMAN STEAD: Thank you.  

If anybody else would like to speak, please  
step right up to the podium.  

GARY HAYNES: Good evening -- good morning. I'm  
Gary Haynes [phonetic]. I live at 992 East Riverpark  
Lane. I -- I'll be really quick.  

It seemed in the -- in the planning staff's  
report on this they mention things like a vegetation  
mitigation plan and plans for other kinds of things  
here, and kind of as an aside that there are going to  
be people affected by the -- a loss of this housing.  

And in fact, the developer was the only one  
that came forward with some kind of idea of what to do  
to help the people. I think it was an unclear plan,  
very sketchy, and I would think that you would want  
more detail if something goes ahead on that.  

But it also seems to me that the City would  
be far ahead, instead of leaving you as a Planning  
Commission to try to figure this all out in a hearing  
like this, is to develop some policies so that the  
planners could bring some ideas and thoughts to you as
part of their report, and so you will have dealt largely with that kind of issue before you ever get to a hearing.

So thank you.

CHAIRMAN STEAD: Thank you.

Is there anybody else that would like to speak tonight?

Okay. Seeing none, we'll invite the --

COMMISSIONER STEVENS: Madam Chair. Madam Chair.

CHAIRMAN STEAD: Yes, Commissioner Stevens.

COMMISSIONER STEVENS: Unfortunately, during the course of this hearing, it came to my attention that I actually have a surprising financial interest in this, which I was not aware of. My husband is a partner in the real estate firm that is representing the seller of this property, which I was not aware of, which means that any money that is made off of that sale will eventually flow, in part, to my bank account.

So unfortunately, I'm going to have to recuse myself from this matter. And I'm very sorry about that, but that's just the way it's going to have to be, so...

UNIDENTIFIED SPEAKER: Could we have a legal ruling on the integrity of this entire hearing?
CHAIRMAN STEAD: Thank you,
Commissioner Stevens. Yes.

UNIDENTIFIED SPEAKER: [Unintelligible.]

REBUTTAL

CHAIRMAN STEAD: Okay. I'm going to invite the Applicant now back up for a rebuttal.

Again, I will reiterate, the audience can please stay quiet when they're not up at the podium out of respect. We've shown that respect to you, and we expect that same respect to us here at the dais and to the Applicant.

DEBORAH NELSON: Madam Chair, Members of the Commission, thank you.

Deborah Nelson, 601 West Bannock Street, on behalf of the Applicant, CDG.

I'll respond to a series of questions and comments that we heard. Mr. Copple, contrary to his testimony, our TIS was not rejected, and we did not submit a new TIS last week. In the normal course of ACHD's consideration of our traffic, they asked questions. We responded to them and updated our TIS. Their decision to proceed with comments on a rezone without imposing conditions is their normal course. There will not be a new CUP because the height limit is 45 in this zone for this type of use and this location.
We do have in the record, though, for you our letter that responded to ACHD's questions and comments, as well as the updated TIS, which found that there is an acceptable level of service on all impacted intersections and roadways and no mitigation is required.

On parking, there was some testimony comparing us to Identity. It’s important to understand that Identity has parking for 25 percent of their residents, whereas we have parking for 50 percent. So we have doubled the ratio of parking that that facility does.

Also, in addition to all the comments that have already been made about the transit-oriented accommodations for -- you know, being close to campus, all of the scooters and rental bikes, et cetera, and -- excuse me, bikes, the cars that are available, the car sharing, most importantly we do meet the parking, and slightly exceed the parking requirements, in your code. This parking is mostly underground, which prevents light pollution, and also helps the mass and scaling of the buildings.

There was a lot of testimony about housing. And obviously there is housing need in the city.

Everyone knows that. There's housing need for every
price point. But there was a lot of opponents who 
tested about the existing residents on this property 
in a way that suggested that this is a type of 
affordable housing that's available there that's 
subsidized, and that's not the case. 

And all -- and CDG has offered a lovely 
relocation package. It doesn't make it easy. I 
understand, but that still creates a change. But it's 
important to also understand what the landlord said and 
the owner of the property testified tonight about that 
prior to even being contacted by CDG they had been 
marketing this property and have years of deferred 
maintenance. 

And so the area is redeveloping. And when 
there is redevelopment on -- in an area, including the 
adjacent Maverick site that is vacant, this body and 
your planning staff when they made their recommendation 
to you, they look to the Comprehensive Plan. And 
that's how they determine what the next intensity of 
use should be. What is the use that's appropriate? 
It's not by looking backwards. It's by looking 
forward. 

And what does your Comprehensive Plan tell 
us about this location? It calls for higher density 
along arterials. This is a corner with three arterials
intersecting. It's a perfect location for density. The City plans also call for this zone. The RO zone is designated as a compatible zone in your matrix for this area.

The NAC zone in particular supports residential and calls for an overall density within that center of 8 to 16 units. Currently within this entire neighborhood activity center you only have 5.7. So this project would bring that up to 7.02. That's consistent with what's called for in that activity center.

It also -- the project promotes pedestrian scale and transportation-oriented development. And that's also called for in that center. The -- it's got an activated first floor dynamic streetscape. This maximum of three stories and the conditions that have been posed by staff was looking carefully at the surrounding zones and the surrounding uses, and also creates a distinction from the five-story Identity that people have concerns with.

There will be, of course, a hillside permit with a geotechnical report done by an expert that will have to be reviewed and approved by your Public Works staff.

The developer has worked with the fire
department and the fire chief and met with them several times. They will of course -- the fire department will actually review the final design and will have final say on the fire safety for the building. And we're confident that we can meet their design standards.

Anything else?

And we stand for any more questions. Thank you very much for your time and patience tonight.

CHAIRMAN STEAD: Thank you. Thank you. No questions at this time.

MOTIONS

CHAIRMAN STEAD: Okay. So --

COMMISSIONER GILLESPIE: With that --

CHAIRMAN STEAD: With that -- thank you.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Yes, we're closing this portion of the hearing, and the item is before the Commission.

Commissioner Gillespie.

COMMISSIONER GILLESPIE: Madam Chairman, I move to recommend denial of CAR19-25.

CHAIRMAN STEAD: Do we have a second?

Can I second?

COMMISSIONER GILLESPIE: Sure.

CHAIRMAN STEAD: Okay. I will second.

COMMISSIONER GILLESPIE: So, Madam Chairman, I'm
actually pretty clear about this. I've been clear for -- since the discussion at the very beginning.

So if we look at the staff report and the criteria that we're giving -- given for rezoning, the first criteria is "in compliance with the Comprehensive Plan."

So everybody knows this is quite a broad category. But with respect to rezones, the City has considerable discretion in thinking about this. So as proposed in the CUP, which -- which I think is integral to this and is allowed in the R-OD, we're basically looking at somewhere around 50 to -- what? -- 60 dwelling units and many, many more beds.

So if we look at the neighborhood activity center description on page 3-10 of the Comprehensive Plan, it calls for a density range of typically between 18 and 16 -- 8 and 16 dwelling units per acre. I think that applies to this application, given its extreme weight in affecting that number throughout this NAC.

So this is not a downtown development center or activity center, and it's not a community activity center. So I think the R-OD use, as proposed, is not compliant with the Comprehensive Plan.

Criterion No. 2 is that the proposed rezone is in the best interest of the public convenience and
general welfare. So on this I will simply say that without a completed ACHD analysis and sort of kind of an agreed-upon way of thinking about the traffic, I can't answer that question, so I don't think it is in the best interest. I'm not -- I'm actually not sure, but I have my doubts. But I do think having something more from ACHD is necessary for this level of rezone.

And finally, it seems to me "best interest" is a general term, but it seems to me it is in the City's best interest to not do this until the BSU Master Plan is in, we've had a chance to talk about that, and until the work that's being done on student housing by this Committee is also done.

This is a big project. It's in a neighborhood activity center. There's a lot of important things at stake here. I think it's in our best interest to slow down a little bit and get it right. And I don't think we're there yet.

COMMISSIONER FINFROCK: Madam Chair.

JAMES B. SMITH: Madam Chair.

COMMISSIONER GILLESPIE: The final --

CHAIRMAN STEAD: Oh, Commissioner Gillespie.

COMMISSIONER GILLESPIE: Let me keep going. I'm almost done. I'm on No. 3.

The final criteria is "Maintains and
preserves compatibility of surrounding zoning and development." Maybe it does. It depends on what the development is. And that's the fundamental problem I'm having procedurally.

And given it's a rezone and given the discretion I think we have, I'm just not prepared to move forward until I have a better understanding of what's going in and how it fits in this neighborhood.

I do think that the neighbors -- you need to understand there's a fundamental problem that we have this very high-density use that's sort of pushing through that Boise State property, and it's abutting this, and it's creating -- you know, there's just a built-in compatibility problem.

So I'm not sure that -- you know, it's not going to resolve itself probably the way some of you would want. I mean we're going to have some issues here at this boundary lair.

So thank you.

COMMISSIONER ZUCKERMAN: Madam Chair.

CHAIRMAN STEAD: Commissioner --

JAMES B. SMITH: Madam Chair, a legal point of order, if I may.

CHAIRMAN STEAD: Yes, James.

JAMES B. SMITH: And I apologize for the
momentary disruption in deliberations.

I just want to put on the record that Commissioner Stevens has recused herself, but is still present for purposes of quorum.

CHAIRMAN STEAD: Thank you. Thank you.

So we have --

COMMISSIONER GILLESPIE: These guys want to talk --

CHAIRMAN STEAD: Yes. Commissioner Zuckerman.

COMMISSIONER ZUCKERMAN: First off, one thing I just want to get off my mind and onto the record is that I believe earlier during the neighborhood time Mr. Garretson was not representing the neighborhood, because the slide show was left up there, and the speaker notes said he was representing somebody else.

I just wanted to get that out there and set the precedent that we can't have private individuals hiring private firms to steal the time that is owed to the neighborhood association.

Now moving on to more the project itself, I agree with most of the sentiments Commissioner Gillespie just said, except I think that's not reason to deny, more so reason to defer. I think I believe our March 2nd hearing we're seeing the BSU Comp Plan, so it would make the most sense to defer this
project to March 9th, because then we'll know how is BSU looking to deal with this problem. Are they looking to build more housing? Are they looking to cap the number of students? We don't know.

And I think before we can get that -- before we really look at this project, I want to see that information and ACHD's report to see what direction are we trying to go with the whole BSU area.

So I think we should defer this to March 9th after we've seen the BSU Comp Plan.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: I was leaning towards deferral as well. I -- I actually think the rezone is compatible with the surrounding zoning, which is comparable to the BSU housing directly across the street, as well as the adjacent RO zoning to the east.

And the Development Agreement also ensures that the height will be limited to that of the current zoning at 35 feet.

But with Commissioner Gillespie, I agree that we just need clarification from ACHD, and I don't think we're there.

CHAIRMAN STEAD: Okay. So the -- the motion on the table is to recommend denial for CAR19-25.
If there's no further discussion from the Commission -- I feel like I need a second.

Will the clerk please call the vote.

ROLL CALL

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: No.

THE CLERK: Motion carries. Two in favor.

(End transcription at 7:37:42 of audio file.)

-oOo-
IV. ADJOURNMENT
## City of Boise Township

### Treasury Office

State of the Treasury Report
For the Month Ending
April 2020

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>Beginning Balance 4/1/2020</th>
<th>Total Bank Credits (deposits)</th>
<th>Total Bank Debits (withdrawals)</th>
<th>Ending Balance 04/30/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>POOLED</td>
<td>$2,901,005.91</td>
<td>$43,451,238.81</td>
<td>$41,604,071.10</td>
<td>$4,748,173.62</td>
</tr>
<tr>
<td>PAYROLL</td>
<td>$45,100.98</td>
<td>$8,111,248.27</td>
<td>$7,955,123.87</td>
<td>$201,225.38</td>
</tr>
<tr>
<td>CURRENT EXPENSE</td>
<td>$2,708,520.02</td>
<td>$18,090,861.51</td>
<td>$17,703,523.64</td>
<td>$3,095,857.69</td>
</tr>
<tr>
<td>FLEXIBLE SPENDING</td>
<td>$349,631.50</td>
<td>$101,911.02</td>
<td>$69,161.64</td>
<td>$362,300.96</td>
</tr>
<tr>
<td>DEFERRED COMP</td>
<td>$149.43</td>
<td>$3,052,958.89</td>
<td>$3,052,957.01</td>
<td>$151.31</td>
</tr>
<tr>
<td>HARRIS RANCH CID</td>
<td>$1,074,263.94</td>
<td>$12,403.70</td>
<td></td>
<td>$1,086,667.64</td>
</tr>
<tr>
<td>INTERMOUNTAIN CLAIMS</td>
<td>$121,885.97</td>
<td>$124,699.25</td>
<td>$134,023.67</td>
<td>$112,561.55</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$7,200,557.83</strong></td>
<td><strong>$72,945,321.45</strong></td>
<td><strong>$70,538,861.13</strong></td>
<td><strong>$9,607,018.15</strong></td>
</tr>
</tbody>
</table>

* The above accounts are held at US bank.

### INVESTMENTS (BOOK VALUE)

<table>
<thead>
<tr>
<th></th>
<th>BALANCE ON 4/1/2020</th>
<th>NET INCREASES (DECREASES)</th>
<th>BALANCE ON 4/30/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BOISE CITY INVESTMENTS</td>
<td>$301,391,682.03</td>
<td>$(12,739,955.01)</td>
<td>$288,651,727.02</td>
</tr>
</tbody>
</table>

**TOTAL CASH AND INVESTMENTS**

$298,258,745.17

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

LYNDA LOWRY
CFO & Director of Finance and Administration
TO: Mayor and Council

FROM: Colin Millar, Purchasing

NUMBER: RES-217-20

DATE: June 2, 2020

SUBJECT: Approval & Ratification of Contract, EX 20-309; Hotel Staffing/Guest Services; Interfaith Sanctuary

BACKGROUND:

Citizens experiencing homelessness are extremely vulnerable to the spread of COVID-19 and do not have access to resources to help them combat the virus such as medical care and isolated housing, therefore, the City of Boise is housing at-risk and affected individuals at a hotel. Interfaith Sanctuary Housing Services, Inc. will manage the guests at this hotel and provide guest services such as arranging medical care and providing food. All eligible expenses for this contract will be billed at cost.

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 Planning and Development Services, Housing and Community Development Division, recommend approval of the resolution approving the contract and ratifying execution of the contract for EX 20-309 between the City of Boise and Interfaith Sanctuary Housing Services, Inc. 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 20-309 Contract (PDF)
CITY OF BOISE

Resolution NO. RES-217-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING AND RATIFYING AN AGREEMENT FOR EX 20-309 HOTEL STAFFING AND GUEST MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES) AND INTERFAITH SANCTUARY HOUSING SERVICES, INC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY RATIFY SAID AGREEMENT.

WHEREAS, citizens experiencing homelessness are extremely vulnerable to the spread of COVID-19 and do not have access to resources to help them combat the virus such as medical care, therefore, the City of Boise is housing at risk and affected individuals at a hotel. Interfaith Sanctuary Housing Services, Inc. will manage the guests at this hotel and provide guest services; and

WHEREAS, Interfaith Sanctuary Housing Services, Inc is capable and willing to provide the resources and personnel to staff the hotel and manage the onsite logistics required for guest services; 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 20-309, by and between the city of Boise City Planning and Development Services, Housing and Community Development Division, and Interfaith Sanctuary Housing Services, 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 Housing and Community Development Senior Manager or his/her designee is hereby authorized to execute the Contract Agreement EX 20-309 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.
PERSONAL SERVICES CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER EX 20-309

Project: **Hotel Staffing and Guest Management Services**

Vendor: **Interfaith Sanctuary Housing Services, Inc.**

Owner: **Planning and Development Services, Housing and Community Development Division,** 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 Interfaith Sanctuary Housing Services, Inc., hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

1. **Statement of Work:** The Interfaith Sanctuary Housing Services, Inc. shall perform all services in accordance with Attachment A ("Scope of Services"). Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

   - Personal Services Contract Agreement
   - Attachment A Scope of Services
   - Workers' Compensation
   - Liability and Automobile Insurance

Attachment A identified above is incorporated into this Agreement by this reference.

Services to be provided: Interfaith Sanctuary Housing Services, Inc. will onboard personnel to staff the hotel and manage the on-site project logistics required for guest management.

2. **Amount of Contract:** In an amount Not to Exceed: $99,999.00

3. **Time of Performance:** All work and products described in the Scope of Work shall be completed within 365 days from the date hereof.

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 of $1,000,000. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner, and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, 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. Upon request, 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 used by Vendor in the performance of this Agreement. 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 Owner 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 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 Owner. 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 Attachment A for an amount not to exceed $99,999.00. Interfaith Sanctuary Housing Services, Inc. shall invoice the Owner on a weekly basis and may request additional supplies or services, in writing on an as needed basis. Pre-authorization by the Owner is required for any additional expenses not specified in Attachment A. 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 Planning and Development Services, Housing and Community Development Division directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

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:
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.

14. Reports and Information: At such times and in such forms as the Owner may reasonably 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:** Upon 24 hours notice, during normal business hours and as often as the Owner may deem reasonably 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 in writing, 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. The Vendor will be given an opportunity to cure during the 15 day period between the notice of termination and the effective date of 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 Owner 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. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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

25. 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, Interfaith Sanctuary Housing Services, 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) Interfaith Sanctuary Housing Services, 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 Interfaith Sanctuary Housing Services, 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) Interfaith Sanctuary Housing Services, 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. Interfaith Sanctuary Housing Services, Inc. further agrees to include a provision requiring such compliance in its lower tier covered transactions, if any.
26. **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.

27. **Procurement of Recovered Materials.**

   (1) In the performance of this Agreement, Interfaith Sanctuary Housing Services, 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/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

   (3) Interfaith Sanctuary Housing Services, Inc. also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

28. **Seal, Logo, and Flags.** Interfaith Sanctuary Housing Services, 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, Interfaith Sanctuary Housing Services, Inc. shall not use City of Boise seals, logos or trademarked images without City's pre-approval.

29. **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.

30. **Program Fraud and False or Fraudulent Statements or Related Acts.** Interfaith Sanctuary Housing Services, Inc. acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Interfaith Sanctuary Housing Services, Inc.’s actions pertaining to this Agreement.

31. **Approval Required.** This Agreement shall not become effective or binding until approved by the City of Boise.
32. **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.

Interfaith Sanctuary Housing Services, Inc.
Jodi Peterson
P.O. Box 9334
Boise, Idaho 83707

_______________________________
Signature Date
Jodi Peterson
Print Name

ACKNOWLEDGEMENT

State of ______) ss
County of ______)
Notary waived cm

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 EX 20-309

APPROVED AS TO FORM AND CONTENT:

[Signature] 5/26/20
Department Date

[Signature] 5/26/20
Purchasing Agent Date

CITY OF BOISE

APPROVED BY:

[Signature] Date
Mayor

ATTEST:

[Signature] Date
City Clerk

CONTRACT AMOUNT: Not to Exceed $99,999.00
EX 20-309 Attachment A: Scope of Work

Project Overview

- Our Path Home, in alignment with its COVID-19 Homeless Response Plan, and in partnership with the City of Boise, Interfaith Sanctuary, Family Medical Residency of Idaho (FMRI) and both hospital systems has leased the Cottonwood Suites to use for surge and safe discharge planning regarding patients experiencing homelessness who have a COVID-19 test pending or who are COVID-19 positive and need to self-isolate or quarantine based on symptoms. Guests will be quarantining and required to stay in their rooms.
- Interfaith Sanctuary will onboard personnel to staff the hotel and manage the on-site project logistics required for guest management. The City of Boise will reimburse Interfaith for these costs to include costs related to staffing, laundry detergent, cleaning supplies, and other misc. supplies.
- Guest eligibility:
  - Guest must be referred by FMRI or a medical Facility and approved by Interfaith Sanctuary to qualify for a temporary hotel stay.

Interfaith Sanctuary Staff (Non-clinical) Duties at Cottonwood:
Staff member will be responsible for the following duties:

- Deliver to room:
  - Meals are prepared offsite, individually packaged by vendor and delivered to hotel. Staff member will deliver to room door.
  - Provide cleaning materials for guests to sanitize their rooms on a daily basis.
  - Provide fresh sheets and towels to guests as needed. Resident will bag laundry items, at least at check-out. Staff member will move bag to laundry area for pick up by service.
- Daily reports for all guests written up and shared with Project Manager, Security and Family Medicine Residency of Idaho.
- Provide basic connection to daily visit of FMRI staff doing wellness check rounds
- Perform duties following the safety protocols designed for working with COVID 19 positive guests.
- Provide professional, compassionate presence; escalate issues as needed.
- Utilize PPE gear if entering guest rooms, by exception.
- Assist with removal of trash daily.

Eligible Expenses for Reimbursement

All eligible expenses for reimbursement will be billed at actual cost.

The following items are eligible for reimbursement by the City of Boise:

- Supplies at the Cottonwood location in support of the COVID19 Isolation Hotel Project.
- Staff meals reimbursed at actual costs, not to exceed $71/day, as follows per GSA:
  - Breakfast Not to Exceed $17/day
  - Lunch Not to Exceed $18/day
  - Dinner Not to Exceed $31/day
  - Incidental Not to Exceed $5/day
- Travel (Prior approval is required, travel to and from Cottonwood Hotel is not reimbursable).
EX 20-309 Attachment A: Scope of Work

- Eligible project related services:
  - Cleaning $25/hr., as needed
  - Project management
    - 1 Case Manager, 1-50 Guests $1,250/week ($5,000/month)
    - 2 Case Managers, 51-100 Guests $2,500/week ($10,000/month)
  - Additional daily support staff, not to exceed $25.00/hr.

Interfaith shall invoice on a weekly basis and may request additional supplies or services, in writing on an as needed basis, City pre-authorization shall be required.
TO: Mayor and Council
FROM: Jim Pardy, Public Works
NUMBER: RES-218-20
DATE: May 26, 2020
SUBJECT: Moxie Ridge Sub. #2 East Sewer Easement

BACKGROUND:
Sewer is required in a shared driveway of this subdivision. This easement provides the City access to maintain and replace sewer in the west shared driveway.

FINANCIAL IMPACT:
There is no financial impact to the City.

ATTACHMENTS:
- Moxie Ridge Sub 2 East Sewer Easement (PDF)
CITY OF BOISE

Resolution NO. RES-218-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING AN UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND C17, LLC, FOR A UTILITY EASEMENT IN MOXIE RIDGE SUBDIVISION NO. 2 EAST, DRI-1899; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID UTILITY EASEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Utility Easement Agreement, between the city of Boise City and C17, LLC, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
UTILITY EASEMENT AGREEMENT

This permanent utility easement agreement (the "Easement Agreement"), is made this ___ of ___________ 20__, by and between C17 LLC, an Idaho limited liability company ("Grantor"), having a current address of 4824 W. Fairview Avenue, Boise, Idaho 83706 and city of Boise City, an Idaho municipal corporation, by and through its Public Works Department ("Grantee"). The Grantor and Grantee may each be referred to separately as a "Party" and collectively as the "Parties."

I. RECITALS

WHEREAS, Grantor is developing the project commonly known as Moxie Ridge Subdivision No. 2 and Grantee needs to ensure access for its employees, vehicles, and equipment for installation, operation and maintenance of Grantee owned sewer utility pipelines, manholes, sewer lift stations, access roadways, and other equipment and structures ("Utility Facilities"); and

WHEREAS, Grantor, covenants and warrants that it is the owner in fee simple of certain real property located in the Southeast ¼ of the Northeast ¼ of Section 36, Township 3 North, Range 2 East, in City of Boise, Ada County, Idaho, and more particularly described in Exhibit A and generally depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference (the "Easement"); and

WHEREAS, Grantor acknowledges that it is fully authorized to execute this Easement Agreement and forever bind themselves, their successors and assigns and the subject Easement property to the terms set forth herein; and

WHEREAS, Grantor desires to convey this Easement to the Grantee for the purposes described herein; and

NOW, THEREFORE, in return for good and valuable consideration, including agreements set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and transfer said Easement to Grantee as outlined below:

II. AGREEMENT

A. Recitals Incorporated. The above Recitals are incorporated into this Easement Agreement.
B. **Grant of Easement.** Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, its successors and assigns, this permanent Easement and right-of-way for the purpose of locating, establishing, constructing, maintaining, repairing and operating underground Utility Facilities. It is expressly understood and agreed that the terms, covenants, and conditions of this Easement shall be and constitute a covenant running with the land and binding upon, and shall constitute an obligation on Grantor, its successors and assigns.

C. **Construction and Maintenance Rights.** The Easement also contains the right to excavate and refill ditches and trenches for the location of said Utility Facilities, the right to remove bushes, trees, undergrowth and other obstructions interfering with the location, construction, and maintenance of said Utility Facilities.

D. **Right of Ingress and Egress.** This Easement Agreement expressly conveys to Grantee the right of ingress and egress in, from, to, over and across the adjacent real property owned or controlled by Grantor and the Easement for the purpose of exercising and enjoying the rights granted herein, including but not limited to, inspecting, maintaining and repairing such Utility Facilities.

E. **Rights Reserved.** Grantor hereby conveys said Easement, rights, and rights-of-way to Grantee, its successors and assigns in perpetuity, except that Grantor reserves the right to occupy, use, and cultivate the surface of said Easement for all purposes not inconsistent with the rights herein granted. Notwithstanding, Grantor shall not interfere with Grantee’s use, access, or repair of said Easement. No building, tree or other permanent structure shall be constructed or otherwise placed in the area of or on top the Easement. Likewise, nothing shall be placed on the Easement by Grantor which would restrict or inhibit vehicular as to the Easement such as fences, gates, or barriers. In the event Grantor performs any construction, excavation or other improvements on the surface of said Easement, the Grantor will perform due diligence in protecting the Easement and Utility Facilities within the Easement.

F. **Restoration of Surface Area.** Upon completion of any construction or maintenance conducted by Grantee pursuant to this Easement, Grantee agrees and covenants to restore the subsurface and surface of the Easement herein conveyed, to a condition substantially similar to that which existed prior to the construction or maintenance by Grantee. Should Grantor complete any construction or maintenance to the surface of the Easement, Grantor shall restore the surface to a condition substantially similar to that which existed prior to the construction or maintenance by Grantor.

G. **Indemnification.** To the fullest extent permitted by law, each Party to this Easement Agreement agrees to indemnify, defend, and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property to the extent caused by the indemnifying party or its employee or agents while performing under this Easement Agreement. Notwithstanding, anything herein to the contrary, nothing herein shall be construed as a waiver of Grantee’s protections afforded under the Idaho Tort Claims Act. Grantor shall be liable to Grantee and shall indemnify and hold harmless Grantee for any damage to the Utility Facilities or other personal property of Grantee caused by or resulting from Grantor’s actions.
H. **Amendment in Writing.** This Easement Agreement may be amended or terminated upon mutual written consent of the Parties. No amendment or termination of this Easement Agreement will be effective unless in writing and signed by authorized representatives of the Parties.

I. **Authorized Persons.** The Parties whose names appear below as Grantor, covenant and warrant that they are the fee title owners of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns, and the subject property to the terms set forth herein.

J. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

**END OF AGREEMENT**

[signatures follow on next page]
For C17 LLC (Grantor):

By: ___________________________ Date: ______________
Printed Name: __________________

STATE OF IDAHO ) ss.
County of Ada )

On this 14th day of May, 2020, before me, the undersigned, a Notary in and for said state, personally appeared ____________, known to me to be the ____________, title of signor
Of legal name of fee title property owner ____________, named in the foregoing instrument and acknowledged to me that he or she executed the same on behalf of ____________, legal name of fee title property owner.

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

DIANNE JOSSIS
NOTARY PUBLIC for Idaho
Residing at Ada County, Idaho
My Commission Expires: 8/11/2025

For the City (Grantee):

By: ___________________________ Date: ______________
Lauren McLean, Mayor

ATTEST: __________________________
Lynda Lowry, Ex-Officio City Clerk

STATE OF IDAHO ) ss.
County of Ada )

On this ______ day of ____________, 20__, before me, a notary public in and for said state, personally appeared Lauren McLean and Lynda Lowry, known or identified to me to be the Mayor and Ex-Officio City Clerk, respectively, who executed the within instrument and acknowledged to me that Boise City executed the same.

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

________________________________________
Notary Public for Idaho
Residing at:
My Commission Expires: ____________

UTILITY EASEMENT AGREEMENT
BASIS OF BEARING for this description is South 0°25'48" West between a brass cap marking the northeast corner of Section 36 and a 5/8" rebar PLS 4998 marking the N1/16 corner of Section 36, both in T. 3 N., R. 2 E., B.M., City of Boise, Ada County, Idaho.

An easement located in the SE1/4 of the NE1/4 of Section 36, T. 3 N., R. 2 E., City of Boise, Ada County, Idaho more particularly described as follows;

COMMENCING at the 5/8" rebar/cap PLS 4998 marking the N1/16 corner of said Section 36;

Thence South 0°25'34" West, coincident with the east line of said Section 36, a distance of 1326.48 feet to an aluminum cap PLS 972 marking the E1/4 corner of said Section 36;

Thence North 89°03'20" West, coincident with the southerly boundary of Moxie Ridge Subdivision No. 1, as shown in Book 116 of Plats, Page 17402, Ada County Records, 517.02 feet to a 5/8" rebar PLS 14221;

Thence North 0°25'34" East, parallel with said east line of said Section 36, a distance of 126.92 feet to a 5/8" rebar PLS 14221;

Thence North 89°34'26" West, 68.50 feet to the POINT OF BEGINNING;

Thence South 0°25'34" West, parallel with said east line of said Section 36, a distance of 20.00 feet;

Thence North 89°34'26" West, 97.83 feet to the beginning of a non-tangent curve to the left;

Thence 29.71 feet along the arc of said curve, with a radius of 55.00 feet, having a central angle of 30°56'42", subtended by a chord bearing North 47°27'43" East, 29.35 feet;

Thence South 89°34'26" East, 76.36 feet to the POINT OF BEGINNING.

The above described easement contains 0.039 acres more or less.
EXHIBIT B

BASIC DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 36, T. 3 N., R. 2 E., B.M., CITY OF BOISE, Ada COUNTY, IDAHO.

PROJECT:
BOISE CITY SANITARY SEWER EASEMENT
MOXIE RIDGE SUBDIVISION NO. 2
EAST EASEMENT

GRANTOR:
C17 LLC
4824 W. FAIRVIEW AVENUE
BOISE, ID 83706

DATE: 4/2020

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105

SAWTOOTH
Land Surveying, LLC
WWW.SAWTOOTHLS.COM

Packet Pg. 405
TO: Mayor and Council
FROM: Jim Pardy, Public Works
NUMBER: RES-219-20
DATE: May 26, 2020
SUBJECT: Moxie Ridge Sub. #2 West Sewer Easement

BACKGROUND:

Sewer is required in shared driveways of this subdivision. This easement provides the City access to maintain and replace sewer in the west shared driveway.

FINANCIAL IMPACT:

There is no financial impact to the City.

ATTACHMENTS:

- Moxie Ridge Sub 2 West Sewer Easement  (PDF)
CITY OF BOISE

Resolution NO. RES-219-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING AN UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND C17, LLC, FOR A UTILITY EASEMENT IN MOXIE RIDGE SUBDIVISION NO. 2, DRI-1899; 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 Utility Easement Agreement, between the city of Boise City and C17, LLC, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
UTILITY EASEMENT AGREEMENT

THIS PERMANENT UTILITY EASEMENT AGREEMENT (the “Easement Agreement”), is made this ___ of _____________ 20___, by and between C17 LLC, an Idaho limited liability company (“Grantor”), having a current address of 4824 W. Fairview Avenue, Boise, Idaho, 83706 and city of Boise City, an Idaho municipal corporation, by and through its Public Works Department (“Grantee”). The Grantor and Grantee may each be referred to separately as a “Party” and collectively as the “Parties.”

I. RECITALS

WHEREAS, Grantor is developing the project commonly known as Moxie Ridge Subdivision No. 2 and Grantee needs to ensure access for its employees, vehicles, and equipment for installation, operation and maintenance of Grantee owned sewer utility pipelines, manholes, sewer lift stations, access roadways, and other equipment and structures (“Utility Facilities”); and

WHEREAS, Grantor, covenants and warrants that it is the owner in fee simple of certain real property located in the Southeast ¼ of the Northeast ¼ of Section 36, Township 3 North, Range 2 East, in City of Boise, Ada County, Idaho, and more particularly described in Exhibit A and generally depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference (the “Easement”); and

WHEREAS, Grantor acknowledges that it is fully authorized to execute this Easement Agreement and forever bind themselves, their successors and assigns and the subject Easement property to the terms set forth herein; and

WHEREAS, Grantee desires to convey this Easement to the Grantee for the purposes described herein; and

NOW, THEREFORE, in return for good and valuable consideration, including agreements set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and transfer said Easement to Grantee as outlined below:

II. AGREEMENT

A. Recitals Incorporated. The above Recitals are incorporated into this Easement Agreement.
B. **Grant of Easement.** Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, its successors and assigns, this permanent Easement and right-of-way for the purpose of locating, establishing, constructing, maintaining, repairing and operating underground Utility Facilities. It is expressly understood and agreed that the terms, covenants, and conditions of this Easement shall be and constitute a covenant running with the land and binding upon, and shall constitute an obligation on Grantor, its successors and assigns.

C. **Construction and Maintenance Rights.** The Easement also contains the right to excavate and refill ditches and trenches for the location of said Utility Facilities, the right to remove bushes, trees, undergrowth and other obstructions interfering with the location, construction, and maintenance of said Utility Facilities.

D. **Right of Ingress and Egress.** This Easement Agreement expressly conveys to Grantee the right of ingress and egress in, from, to, over and across the adjacent real property owned or controlled by Grantor and the Easement for the purpose of exercising and enjoying the rights granted herein, including but not limited to, inspecting, maintaining and repairing such Utility Facilities.

E. **Rights Reserved.** Grantor hereby conveys said Easement, rights, and rights-of-way to Grantee, its successors and assigns in perpetuity, except that Grantor reserves the right to occupy, use, and cultivate the surface of said Easement for all purposes not inconsistent with the rights herein granted. Notwithstanding, Grantor shall not interfere with Grantee’s use, access, or repair of said Easement. No building, tree or other permanent structure shall be constructed or otherwise placed in the area of or on top the Easement. Likewise, nothing shall be placed on the Easement by Grantor which would restrict or inhibit vehicular as to the Easement such as fences, gates, or barriers. In the event Grantor performs any construction, excavation or other improvements on the surface of said Easement, the Grantor will perform due diligence in protecting the Easement and Utility Facilities within the Easement.

F. **Restoration of Surface Area.** Upon completion of any construction or maintenance conducted by Grantee pursuant to this Easement, Grantee agrees and covenants to restore the subsurface and surface of the Easement herein conveyed, to a condition substantially similar to that which existed prior to the construction or maintenance by Grantee. Should Grantor complete any construction or maintenance to the surface of the Easement, Grantor shall restore the surface to a condition substantially similar to that which existed prior to the construction or maintenance by Grantor.

G. **Indemnification.** To the fullest extent permitted by law, each Party to this Easement Agreement agrees to indemnify, defend, and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property to the extent caused by the indemnifying party or its employee or agents while performing under this Easement Agreement. Notwithstanding, anything herein to the contrary, nothing herein shall be construed as a waiver of Grantee’s protections afforded under the Idaho Tort Claims Act. Grantor shall be liable to Grantee and shall indemnify and hold harmless Grantee for any damage to the Utility Facilities or other personal property of Grantee caused by or resulting from Grantor’s actions.
H. **Amendment in Writing.** This Easement Agreement may be amended or terminated upon mutual written consent of the Parties. No amendment or termination of this Easement Agreement will be effective unless in writing and signed by authorized representatives of the Parties.

I. **Authorized Persons.** The Parties whose names appear below as Grantor, covenant and warrant that they are the fee title owners of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns, and the subject property to the terms set forth herein.

J. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

END OF AGREEMENT
[SIGNATURES FOLLOW ON NEXT PAGE]
For C17 LLC (Grantor):

By: ___________________________ Date: 5/14/20
Printed Name: Jim Conner

STATE OF IDAHO 
) ss.
County of Ada 

On this 14th day of May 2020, before me, the undersigned, a Notary in and for said State, personally appeared Jim Conner, known to me to be the member of C17 LLC named in the foregoing instrument and acknowledged to me that he or she executed the same on behalf of C17 LLC.

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

DIANNE JOSSS
NOTARY PUBLIC for Idaho
Residing at Ada County, Idaho
My Commission Expires: 8/1/2025

For the City (Grantee):

By: ___________________________ Date: __________________
Lauren McLean, Mayor

ATTEST: ___________________________
Lynda Lowry, Ex-Officio City Clerk

STATE OF IDAHO 
) ss.
County of Ada 

On this ______ day of ____________________ , 20___, before me, a notary public in and for said state, personally appeared Lauren McLean and Lynda Lowry, known or identified to me to be the Mayor and Ex-Officio City Clerk, respectively, who executed the within instrument and acknowledged to me that Boise City executed the same.

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

______________________________
Notary Public for Idaho
Residing at: ______________________
My Commission Expires: ______________________

UTILITY EASEMENT AGREEMENT
Boise City Sanitary Sewer Easement
Moxie Ridge Subdivision No. 2
West Easement Description

**BASIS OF BEARING** for this description is South 0°25'48" West between a brass cap marking the northeast corner of Section 36 and a 5/8" rebar PLS 4998 marking the N1/16 corner of Section 36, both in T. 3 N., R. 2 E., B.M., City of Boise, Ada County, Idaho.

An easement located in the SE1/4 of the NE1/4 of Section 36, T. 3 N., R. 2 E., City of Boise, Ada County, Idaho more particularly described as follows;

**COMMENCING** at the 5/8" rebar/cap PLS 4998 marking the N1/16 corner of said Section 36;

Thence South 0°25'34" West, coincident with the east line of said Section 36, a distance of 1326.48 feet to an aluminum cap PLS 972 marking the E1/4 corner of said Section 36;

Thence North 89°03'20" West, coincident with the southerly boundary of Moxie Ridge Subdivision No. 1, as shown in Book 116 of Plats, Page 17402, Ada County Records, 517.02 feet to a 5/8" rebar PLS 14221;

Thence North 0°25'34" East, parallel with said east line of said Section 36, a distance of 126.92 feet to a 5/8" rebar PLS 14221;

Thence North 89°34'26" West, 144.86 feet to the beginning of a non-tangent curve to the right;

Thence 81.77 feet along the arc of said curve, with a radius of 55.00 feet, having a central angle of 85°10'56", subtended by a chord bearing South 74°34'50" West, 74.44 feet to the **POINT OF BEGINNING**;

Thence North 89°34'26" West, 54.03 feet;

Thence North 0°25'34" East, parallel with said east line of said Section 36, a distance of 20.00 feet;

Thence South 89°34'26" East, 32.12 feet to the beginning of a non-tangent curve to the left;

Thence 30.04 feet along the arc of said curve, with a radius of 55.00 feet, having a central angle of 31°17'28", subtended by a chord bearing South 47°10'58" East, 29.67 feet to the **POINT OF BEGINNING**.
The above described easement contains 0.019 acres more or less.
TO: Mayor and Council

FROM: Colin Millar, Purchasing

NUMBER: RES-220-20

DATE: May 28, 2020

SUBJECT: RFP 20-178 BOI Runway 10R/28L Incursion Mitigation & RIM Improvements
Environmental Assessment; RS&H

BACKGROUND:
The Department of Aviation solicited proposals to provide professional services to facilitate a comprehensive assessment of the environmental impact resulting from the relocation of Runway 10R/28L and the affected facilities adjacent to and near the runway and RIM (Runway Incursion Mitigation) improvements. The selected professional consultant will review data collected and the issues associated, and alternatives considered and prepare environmental documentation pursuant to the requirements of the National Environmental Policy Act (NEPA), in conformance with FAA Orders 1050.1F, Environmental Impacts; Policies and Procedures and 5050.4B, National Environmental Policy Act (NEPA) and implementing instructions for Airport Actions. Additional services may include environmental inventories, environmental reports, historical reports and noise modeling.

BID RESULTS:
The proposals were opened February 12, 2020, at 11:00am local time. Thirty-nine (39) companies received plan sets and were entered on the plan holders list. Two (2) proposals were received.

<table>
<thead>
<tr>
<th>Proposer</th>
<th>RFP Score</th>
<th>Interview Score</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>RS&amp;H, Inc.</td>
<td>103.25</td>
<td>27.75</td>
<td>131</td>
</tr>
<tr>
<td>Mead &amp; Hunt</td>
<td>103.83</td>
<td>24.90</td>
<td>128.73</td>
</tr>
</tbody>
</table>

Airport 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 best qualified/highest ranked proposer, RS&H, Inc., has been contacted by Airport staff and indicated that they would like to proceed with the project.

RECOMMENDATION:

The Departments of Finance and Administration and Aviation recommend that RFP 20-178, is awarded to the best qualified/highest ranked proposer, RS&H, Inc., not to exceed $615,940.00. Award of this contract is subject to compliance requirements.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- RFP 20-178 Specifications (E) (PDF)
- RFP 20-178 Exhibits 1 and 2 (E) (PDF)
- RFP 20-178 Addendum 1 (E) (PDF)
- RFP 20-178 Addendum 2 (E) (PDF)
- RFP 20-178 RS&H, Inc. (PDF)
- RFP 20-178 Contract for Council (PDF)
CITY OF BOISE

Resolution NO. RES-220-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON, AND WOODINGS

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-178 BOISE AIRPORT RUNWAY 10R/28L INCURSION MITIGATION AND RIM IMPROVEMENTS ENVIRONMENTAL ASSESSMENT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND RS&H, 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 Aviation staff recommend award of RFP 20-178 Boise Airport Runway 10R/28L Incursion Mitigation and RIM Improvements Environmental Assessment, to the best qualified proposer, RS&H, 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 20-178 Boise Airport Runway 10R/28L Incursion Mitigation and RIM Improvements Environmental Assessment by and between the city of Boise City and RS&H, 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.
CITY OF BOISE
BOISE AIRPORT
REQUEST FOR PROPOSAL

RFP 20-178
BOISE AIRPORT RUNWAY 10R/28L INCURSION MITIGATION AND RIM IMPROVEMENTS
ENVIRONMENTAL ASSESSMENT

Addenda
1.  
2.  
3.  
4.  
5.  

## Table of Contents

<table>
<thead>
<tr>
<th>Item</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation</td>
<td>3</td>
</tr>
<tr>
<td>Bid Proposal Instructions</td>
<td>4</td>
</tr>
<tr>
<td>General Conditions</td>
<td>5</td>
</tr>
<tr>
<td>Project Information</td>
<td>12</td>
</tr>
<tr>
<td>Bid Proposal Signature Page</td>
<td>15</td>
</tr>
<tr>
<td>Contract</td>
<td>16</td>
</tr>
<tr>
<td>Exhibit #1</td>
<td>24</td>
</tr>
<tr>
<td>Exhibit #2</td>
<td>25</td>
</tr>
<tr>
<td>Federal Contract Provisions</td>
<td>26</td>
</tr>
</tbody>
</table>
Invitation to Propose

January 15, 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 12, 2020 at 11:00am, 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 20-178; BOISE AIRPORT RUNWAY 10R/28L INCURSION MITIGATION AND RIM IMPROVEMENTS ENVIRONMENTAL ASSESMENT, BOISE AIRPORT, Boise City

Scope of Work:

The purpose of this project is to provide professional services to facilitate a comprehensive assessment of the environmental impact resulting from the relocation of Runway 10R/28L all the affected facilities adjacent to and near the runway and RIM (Runway Incursion Mitigation) improvements. The selected professional consultant will review data collected and the issues associated, and alternatives considered and prepare environmental documentation pursuant the requirements of the National Environmental Policy Act (NEPA), in conformance with FAA Orders 1050.1F, Environmental Impacts; Policies and Procedures and 5050.4B, National Environmental Policy Act (NEPA) and implementing instructions for Airport Actions. Additional services may include environmental inventories, environmental reports, historical reports and noise modeling.

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>February 5, 2020 by close of business</td>
</tr>
<tr>
<td>Bids/Proposals Due</td>
<td>February 12, 2020 at 11:00am local time</td>
</tr>
<tr>
<td></td>
<td>LATE PROPOSALS NOT ACCEPTED</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 contract to one consultant.

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 20-178
BOISE AIRPORT RUNWAY 10R/28L INCURSION MITIGATION AND RIM IMPROVEMENTS
ENVIRONMENTAL ASSESSMENT
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 20-178 Boise Airport Runway 10R/28L Incursion Mitigation and Rim Improvements Environmental Assessment

- Submit PROPOSALS to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.

- The Owner is the City of Boise.

- ALL PROPOSALS MUST BE SIGNED.

- Where proposal formats are requested, Bidder is to comply with all specifications.

- Firms shall submit 5 bound copies of the proposal along with one electronic copy (thumb drive preferred). Proposals shall be limited to less than 55 8.5"X11" pages.

- The selected proposer will be required to negotiate a mutually agreeable scope of work, schedule, deliverables, and fee proposal and then enter into a contract agreement with the City. All the terms and conditions of the contract agreement will be binding.

- The City intends to award one contract.

- This project is federally funded with a grant from the Federal Aviation Administration (FAA). FAA contract provisions apply to this contract.
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.

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 to your material should be directed to the City’s Attorney.
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:

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
N/A

1.13 Significant Local Economic Presence
N/A

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 may be awarded to one or multiple Proposers.

Selection Criteria and Numerical Rating

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Rating Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Overall Proposal Quality</td>
<td>15</td>
</tr>
<tr>
<td>II. Organizational Chart</td>
<td>10</td>
</tr>
<tr>
<td>III. Team’s Qualifications and Experience</td>
<td>25</td>
</tr>
<tr>
<td>IV. Key Personnel Qualifications and Experience</td>
<td>35</td>
</tr>
<tr>
<td>V. SBE Small Business Enterprise &amp; DBE</td>
<td>9</td>
</tr>
<tr>
<td>VI. Capabilities to complete all aspects of the project</td>
<td>15</td>
</tr>
<tr>
<td>VII. References</td>
<td>21</td>
</tr>
<tr>
<td>Total Points</td>
<td>130</td>
</tr>
</tbody>
</table>

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. 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;
- 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  
3201 Airport Way, Suite 1000  
Boise, Idaho 83705-6530

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, 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.
A. General Overview

The Boise Airport

Located in southwest Idaho, the City of Boise is Idaho’s capital and largest metropolitan area. Since 1938, Boise Airport has been owned and operated by the City of Boise. 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 and is the principal air carrier airport serving southwestern Idaho. The Airport has more than 5,000 acres of property.

Airfield: The main airfield has two east-west parallel runways and parallel taxiways (Airport Design Group IV). Runway 10R-28L is 150 feet by 9,763 feet and has a CAT III ILS on 10R. Runway 10L-28R is 150 feet by 10,000 feet and has a CAT I ILS on 28R.

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 Idaho Air National Guard and three cargo companies are also located at the Boise Airport.

Proposal Acceptance Period

All proposals must include a statement that the proposal is valid for a period of 120 calendar days subsequent to the RFP closing date.

Anticipated Schedule

The following is the proposed time schedule

- Advertisement of RFP: January 15th & 22nd, 2020
- Questions Due: February 5th, 2020
- RFP Closing Date: February 12th, 2020
- Complete RFP Reviews: February, 2020
- Teleconference Interviews: March 2020
- Consultant Selection: March 2020
- Negotiation of Scope of Work & Fees: March/April 2020
- City Council Contract Approval: April 2020

B. General Scope of Project

The purpose of this project is to provide professional services for a comprehensive assessment of the environmental impact resulting from the Boise Airport Runway 10R/28L incursion mitigation and RIM improvements. The selected consultant shall review data collected and the issues associated with alternatives considered and prepare environmental documentation pursuant the requirements of the National Environmental Policy Act (NEPA), in conformance with FAA Orders 1050.F,
RFP 20-178
BOISE AIRPORT RUNWAY 10R/28L INCURSION MITIGATION AND RIM IMPROVEMENTS
ENVIRONMENTAL ASSESSMENT

Environmental impacts: Policies and Procedures and 5050.4B National Environmental Policy Act (NEPA) and Implementing Instructions for Airport Actions. Additional services may include environmental inventories, environmental reports, historical reports, noise modeling.

In general, the project will include the following items

1. Develop an Environmental Assessment, in accordance with FAA guidance documents, to include at a minimum:
   A. Proposed Action
   B. Purpose and Need
   C. Alternative Analysis
   D. Affected Environmental
   E. Environmental Consequences
   F. Public Participation Plan
   G. Relevant Discipline Reports
   H. Mitigation
   I. Any other pertinent study elements

C. Format of Proposals

All proposals submitted in response to this request should include the headings listed in the selection criteria to assist evaluation. The proposals should be clear and concise. Emphasis should be placed on specific qualifications of the people who will actually perform the work and the firm’s ability to manage the project. The proposals will be evaluated on a point basis. The City reserves the right to investigate and confirm the proposer’s financial responsibility, experience and qualifications. This may include financial statements, bank references and interviews with past clients. Unfavorable responses to these investigations are grounds for rejection of proposal.

The City will negotiate with the best qualified and experienced proposer for the purpose of developing an agreement with the City for professional services. If compensations or other terms cannot be agreed upon with selected proposer, the City will terminate negotiations with that proposer and may enter into negotiations with the next highest ranked proposer.
Selection Criteria and Numerical Rating

The basis of selection shall be qualifications and experience for the Environmental Assessment. The proposals will be reviewed by a selection committee. The proposals will be ranked based on the responses to the criteria listed below. The selection committee may short list up to three (3) proposers for further consideration and teleconferences interviews. The selection will be based on the following selection criteria and scoring.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Rating Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Overall Proposal Quality;</td>
<td>15</td>
</tr>
<tr>
<td>II. Organizational Chart;</td>
<td>10</td>
</tr>
<tr>
<td>Provides organizational chart showing all key personnel and all sub-consultants. Describe the roles, responsibilities, and time commitment of each.</td>
<td></td>
</tr>
<tr>
<td>III. Team’s Qualifications and Experience;</td>
<td>25</td>
</tr>
<tr>
<td>Describe firm’s qualification and experience in performing airport environmental assessments on similar sized airports and anticipated work items.</td>
<td></td>
</tr>
<tr>
<td>IV. Key Personnel Qualifications and Experience;</td>
<td>35</td>
</tr>
<tr>
<td>Describe the qualifications, experience, and availability of each key personnel. Include resumes for key personnel. Provide a list of relevant projects that each key personnel participated in, within the last 5 years.</td>
<td></td>
</tr>
<tr>
<td>V. SBE Small Business Enterprise &amp; DBE;</td>
<td>9</td>
</tr>
<tr>
<td>Provide evidence that the consultant has established and implemented a Small Business Enterprise &amp; DBE program. Provide an estimated percentage of the contract that will be contracted to qualified SBE consultants/contractors.</td>
<td></td>
</tr>
<tr>
<td>VI. Capabilities to complete all aspects of the project;</td>
<td>15</td>
</tr>
<tr>
<td>Describe capabilities to perform all the listed elements for the project. Describe capabilities of office where project work will be managed. Describe capabilities to meet deadlines.</td>
<td></td>
</tr>
<tr>
<td>VII. References;</td>
<td>11</td>
</tr>
<tr>
<td>Provide at least three (3) client references that have direct knowledge of your environmental assessment work. Do not use any current City of Boise employees as references.</td>
<td></td>
</tr>
<tr>
<td>Total Points</td>
<td>130</td>
</tr>
</tbody>
</table>
## Name of Business:
Please print or type

### Address:

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

### Phone No.:

### Signature:

### Printed Name:

### E-Mail:

### Title:

### Date:

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></td>
</tr>
<tr>
<td>2.</td>
<td></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

| Number of days proposal will be guaranteed: | 120 |

Packet Pg. 432
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>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
</tbody>
</table>
PROFESSIONAL SERVICES CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 20-178

Project: Boise Airport Runway 10R/28L Incursion Mitigation and RIM Improvements
Environmental Assessment

Consultant: (Insert Consultant’s Name)

Owner: Boise Airport, 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  Liability Insurance
   Contract Agreement  Automobile Insurance
   Specifications  Workers’ Compensation
   Acknowledgement  Professional Liability Insurance (Errors & Omission)
   Federal Contract Provisions (attached)

2. Time of Performance: All work and products described in the Scope of Services shall be completed within (Insert # of Days) 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 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  
   Department Name  
   PO Box 500  
   Boise, Idaho 83701-0500  

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 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, hypothekate 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 of written, whether previous to the execution hereof or contemporaneous herewith.
24. **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.

(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 20-178

APPROVED AS TO FORM AND CONTENT:

____________________________________  ____________________________
Department                                  Date

____________________________________  ____________________________
Purchasing Agent                             Date

____________________________________  ____________________________
Legal Department                             Date

CITY OF BOISE

APPROVED BY:

____________________________________  ____________________________
Lauren McLean, Mayor                        Date

ATTEST:                                         CONTRACT AMOUNT:
$\text{(Insert Dollar Amount)}

____________________________________  ____________________________
City Clerk                                  Date
Existing 10R: ALSF-2
Inner Marker
10R Faarfield Monitor (New Location)

Existing 10R Glide Slope (New Location)

Existing 28R Localizer

10R PAPI's (New Location)

Existing 28R Glide Slope

Existing 28R Glide Slope

Existing 28L MALS
R/W 10L/28R
R/W 10R/28L

Existing 10R DME

Existing 28L PAPI's (New Location)

Interim and Final Flight Procedures

Interim and Final Flight Procedures

Existing 10R Localizer (New Location)
Remove Portions of Taxiway J and Runway 10R

Construct Taxiway W (South)

Relocate Runway 10R (~1,341')

Construct Taxiway P

Relocate Runway 28L (~1,578')

Widen Taxiway S (TDG-5)
# Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

## Contents

**Record of Changes** ................................................................. 2  
**Contract Guidance** ............................................................... 4  
1. Purpose of this Document ................................................ 4  
2. Sponsor Requirements ...................................................... 4  
3. Typical Procurement Steps ............................................... 5  

**Appendix A – CONTRACT PROVISIONS** ................................. 1  
A1 ACCESS TO RECORDS AND REPORTS ............................ 1  
A2 AFFIRMATIVE ACTION REQUIREMENT ............................ 2  
A3 BREACH OF CONTRACT TERMS ....................................... 5  
A4 BUY AMERICAN PREFERENCE ......................................... 6  
A5 CIVIL RIGHTS - GENERAL .................................................. 12  
A6 CIVIL RIGHTS – TITLE VI ASSURANCE ............................ 14  
A7 CLEAN AIR AND WATER POLLUTION CONTROL ............. 24  
A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS ........................................ 25  
A9 COPELAND “ANTI-KICKBACK” ACT .................................... 27  
A10 DAVIS-BACON REQUIREMENTS ....................................... 29  
A11 DEBARMENT AND SUSPENSION ..................................... 36  
A12 DISADVANTAGED BUSINESS ENTERPRISE .................... 38  
A13 DISTRACTED DRIVING .................................................... 41  
A14 ENERGY CONSERVATION REQUIREMENTS .................... 42  
A15 DRUG FREE WORKPLACE REQUIREMENTS ..................... 43  
A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) ..................... 44  

---

*Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects*

Issued on June 19, 2018
Record of Changes

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Item</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1/29/2016</td>
<td>Entire Document</td>
<td>Re-structured document to enhance user understanding of use and applicability; added suggested provisions for “Termination for Cause”, “Recovered Materials”, “Seismic Safety”.</td>
</tr>
<tr>
<td>2</td>
<td>6/10/2016</td>
<td>Table 1</td>
<td>Distracted Driving: Updated “Dollar Threshold” to $3,500 to reflect current micro-purchase threshold.</td>
</tr>
<tr>
<td>3</td>
<td>6/10/2016</td>
<td>A2, Affirmative Action</td>
<td>Update the reference to the Department of Labor online document to be “Participation Goals for Minority and Females”</td>
</tr>
<tr>
<td>4</td>
<td>6/10/2016</td>
<td>A12, Disadvantaged Business Enterprise</td>
<td>A12.3.1: Corrected starting timeframe for submitting written confirmation from “Owner Notice of Award” to “bid opening” A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016. A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language. A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program.</td>
</tr>
<tr>
<td>5</td>
<td>12/12/2017</td>
<td>Cover</td>
<td>Change title of document for clarity</td>
</tr>
<tr>
<td>6</td>
<td>12/12/2017</td>
<td>1. Purpose of this Document</td>
<td>Added clarifying text addressing purpose and limitations of this guidance.</td>
</tr>
<tr>
<td>No.</td>
<td>Date</td>
<td>Item</td>
<td>Change</td>
</tr>
<tr>
<td>-----</td>
<td>-----------</td>
<td>------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.7-1.9: Added definitions of contract, applicant, bid</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>12/12/2017</td>
<td>2. Sponsor requirements</td>
<td>Added clarifying text addressing sponsor responsibilities.</td>
</tr>
<tr>
<td>8</td>
<td>12/12/2017</td>
<td>3. Typical Procurement Steps</td>
<td>Added clarifying text for typical procurement process steps.</td>
</tr>
<tr>
<td>9</td>
<td>12/12/2017</td>
<td>Table 1 – Applicability Matrix</td>
<td>Re-arranged table in alphabetic order.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Added “Solicitation” column to address solicitation provisions</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Item I, Seismic Safety: Added Limited Application</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Added note on Airport Concessions Disadvantaged Business Enterprises</td>
</tr>
<tr>
<td>10</td>
<td>12/12/2017</td>
<td>All Clauses</td>
<td>Clarifying revisions made to applicability section.</td>
</tr>
<tr>
<td>11</td>
<td>12/12/2017</td>
<td>A5, Civil Rights - General</td>
<td>Rephrased General Civil Rights Provision to simplify language and to clarify duration of obligation for tenant/concessionaire/lessee</td>
</tr>
<tr>
<td>12</td>
<td>12/12/2017</td>
<td>A6.3.1 Civil Rights – Solicitations</td>
<td>Added sponsor must select either DBE or ACDBE</td>
</tr>
<tr>
<td>12</td>
<td>12/12/2017</td>
<td>A12, Disadvantaged Business Enterprise</td>
<td>The deadline to submit DBE confirmation of participation is now 5 days after bid opening or as a matter of bid responsiveness.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Updated DBE contract assurance (12.3.3) to match language of 49 CFR § 26.13</td>
</tr>
<tr>
<td>13</td>
<td>12/12/2017</td>
<td>A24, Tax Delinquency and Felony Conviction</td>
<td>New certification addressing contractor tax delinquency and felony conviction.</td>
</tr>
<tr>
<td>14</td>
<td>6/19/2018</td>
<td>6.2.1, Applicability of Title VI Solicitation Notice</td>
<td>For Title VI Clauses for Compliance with Nondiscrimination Requirements, change second sentence in second column to changed “are already subject to nondiscrimination requirements” to “are not already subject to nondiscrimination requirements”.</td>
</tr>
<tr>
<td>15</td>
<td>6/19/2018</td>
<td>A6.4.1, Title VI Clauses for Compliance with Nondiscrimination Requirements</td>
<td>In second item, changed “are already subject to nondiscrimination requirements” to “are not already subject to nondiscrimination requirements”.</td>
</tr>
</tbody>
</table>
CONTRACT GUIDANCE

1. Purpose of this Document

1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates all possible provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program. The source of requirements addressed within this document are identified within the section for each individual clause.

2) Federal laws and regulations require that an sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

3) The term sponsor is used in this document to mean either an obligated sponsor on a project that is not federally funded, or a sponsor on an AIP funded project.

4) The term Owner is generally used in the solicitation or contract clauses because of its common use in public contracts.

5) An Owner becomes an obligated sponsor upon acceptance of the Airport Improvement Program (AIP) grant assurances associated with current or prior AIP grant funded projects.

6) For purposes of determining requirements for contract provisions, the term contract includes subcontracts and supplier contracts such as purchase orders.

7) For purpose of remaining compliant with its obligations, a sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

8) The term contractor is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).

9) The term bid is understood to mean a bid, an offer, or a proposal.

10) Applicant:

a. For the Equal Employment Opportunity (EEO) clause, the term applicant means an applicant for employment (whether or not the phrase, for employment, follows the word applicant or applicants).

b. For all other clauses, the term applicant means a bidder, offeror, or proposer for a contract.

2. Sponsor Requirements

In general, the sponsor must take the following actions in order to remain consistent with its obligations:

1) Include in its procurements the provisions that are applicable to its project.
2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.

3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled Applicability advises whether a particular clause or provision has mandatory language that a sponsor must use.

(a) Mandatory Language - Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g. such as the sponsor’s name).

(b) No Mandatory Language Provided - For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some sponsors may already have standard procurement language that is equivalent to those federal provisions. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement).

5) Require the contractor (including all subcontractors) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The usual procurement steps in a project are:

1) Solicitation, Request for Bids or Request for Proposals – This is also called the Advertisement or Notice to Bidders.

2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications and related project documents.

3) Bid/Proposal Evaluation – Period when Sponsor tabulates and reviews all proposals for bid responsiveness and bidder responsibility.

4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement to perform services or provide goods.


Table 1 summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the sponsor may incorporate references in the solicitation in lieu of including the entire text.
Meaning of cell values
- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

### Table 1 – Applicability of Provisions

<table>
<thead>
<tr>
<th>Provisions/Clauses</th>
<th>Dollar Threshold</th>
<th>Solicitation</th>
<th>Professional Services</th>
<th>Construction</th>
<th>Equipment</th>
<th>Property (Land)</th>
<th>Non-AIP Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to Records and Reports</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Affirmative Action Requirement</td>
<td>$10,000</td>
<td>REQD</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Breach of Contract</td>
<td>$150,000</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Buy American Preferences</td>
<td>$0</td>
<td>REF</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>(1) Buy American Statement</td>
<td>$0</td>
<td>NIS</td>
<td>Limited</td>
<td>REQD</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>(2) BA – Total Facility</td>
<td>$0</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>(3) B.A. – Manufactured Product</td>
<td>$0</td>
<td>NIS</td>
<td>Limited</td>
<td>REQD</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Civil Rights – General</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>Civil Rights - Title VI Assurances</td>
<td>$0</td>
<td>REF</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>(1) Notice - Solicitation</td>
<td>$0</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>(2) Clause - Contracts</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>(3) Clause – Transfer of U.S. Property</td>
<td>$0</td>
<td>NIS</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>Limited</td>
<td>REQD</td>
</tr>
<tr>
<td>(4) Clause – Transfer of Real Property</td>
<td>$0</td>
<td>NIS</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>(5) Clause - Construct/Use/Access to Real Property</td>
<td>$0</td>
<td>NIS</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>(6) List – Pertinent Authorities</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
</tr>
<tr>
<td>Clean Air/Water Pollution Control</td>
<td>$150,000</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Contract Work Hours and Safety Standards</td>
<td>$100,000</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Copeland Anti-Kickback</td>
<td>$2,000</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Davis Bacon Requirements</td>
<td>$2,000</td>
<td>REF</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Debarment and Suspension</td>
<td>$25,000</td>
<td>REF</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Disadvantaged Business Enterprise</td>
<td>$0</td>
<td>REF</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Distracted Driving</td>
<td>$3,500</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Energy Conservation Requirements</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Equal Employment Opportunity</td>
<td>$10,000</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>(1) EEO Contract Clause</td>
<td>$10,000</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>(2) EEO Specification</td>
<td>$10,000</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Federal Fair Labor Standards Act</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>Info</td>
</tr>
<tr>
<td>Foreign Trade Restriction</td>
<td>$0</td>
<td>REF</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Lobbying Federal Employees</td>
<td>$100,000</td>
<td>REF</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Occupational Safety and Health Act</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>Info</td>
</tr>
<tr>
<td>Prohibition of Segregated Facilities</td>
<td>$10,000</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Recovered Materials</td>
<td>$10,000</td>
<td>REF</td>
<td>Limited</td>
<td>REQD</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Rights to Inventions</td>
<td>$0</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Seismic Safety</td>
<td>$0</td>
<td>NIS</td>
<td>Limited</td>
<td>Limited</td>
<td>Limited</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Tax Delinquency and Felony Conviction</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Termination of Contract</td>
<td>$10,000</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
<tr>
<td>Veteran’s Preference</td>
<td>$0</td>
<td>NIS</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>REQD</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects
Issued on June 19, 2018
Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.

2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.
APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333
2 CFR § 200.336
FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor’s contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor’s language must fully satisfy the requirements of §§ 200.333 and 200.336.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, “Participation Goals for Minorities and Females”. EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The sponsor must incorporate this notice in any equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer’s plant (e.g. firefighting and snow removal vehicles).

Professional Services – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds $10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

Property/Land – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds $10,000. Examples include demolition of structures or installation of boundary fencing.
Use of Provision – MANDATORY TEXT. The sponsor must:

(a) Incorporate the text of this provision in its solicitations without modification.
(b) Incorporate the applicable minority participation goal and the covered area by geographic name.
(c) Not simply insert a reference to the 1980 Federal Register Notice.

**A2.3 SOLICITATION CLAUSE**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

   **Timetables**

   | Goals for minority participation for each trade: | N/A |
   | Goals for female participation in each trade:    | N/A |

   These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

   The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Idaho, Ada, Boise.
A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of part 200. Select either “contractor” or “consultant” as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest;
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Timing of Waiver Requests. Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests before issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests prior to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured...
goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

*Professional Services* – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

*Property* – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

**A4.3 SOLICITATION CLAUSE**

**A4.3.1 Buy American Preference Statement**

**BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**A4.3.2 Certificate of Buy American Compliance – Total Facility**

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✔) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States; or
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**
**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 waiver is:

a) Detailed cost information for total project using U.S. domestic product

b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Title</th>
</tr>
</thead>
</table>
A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  a) Only installing steel and manufactured products produced in the United States;
  b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:
a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Title</td>
</tr>
</tbody>
</table>
A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

Use of Provision – MANDATORY TEXT. There are two separate general civil rights provisions — one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for 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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) 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. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the
Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123
FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

<table>
<thead>
<tr>
<th>Contract Clause</th>
<th>The Sponsor must include the contract clause in:</th>
<th>Clause Text is Included in Paragraph</th>
</tr>
</thead>
</table>
| Title VI Solicitation Notice –  
  • Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses  
  • Assurance 30d of the Airport Sponsor Assurances | 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and  
  2) All sponsor proposals for negotiated agreements regardless of funding source. | A6.3.1 |
| Title VI Clauses for Compliance with Nondiscrimination Requirements  
  • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses  
  • Assurance 30e.1 of the Airport Sponsor Assurances | Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities)  
  It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause. | A6.4.1 |
<table>
<thead>
<tr>
<th>Contract Clause</th>
<th>The Sponsor must include the contract clause in:</th>
<th>Clause Text is Included in Paragraph</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title VI Required Clause for Property Interests Transferred from the United States</td>
<td>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor. This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</td>
<td>A6.4.2</td>
</tr>
<tr>
<td>• Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Assurance 30e.3 of the Airport Sponsor Assurances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</td>
<td>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program. This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</td>
<td>A6.4.3</td>
</tr>
<tr>
<td>• Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Assurance 30e.4a of the Airport Sponsor Assurances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program –</td>
<td>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program. This applies to agreements such as leases of concession space in a terminal.</td>
<td>A6.4.4</td>
</tr>
<tr>
<td>• Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Assurance 30e.4b of the Airport Sponsor Assurances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title VI List of Pertinent Nondiscrimination Acts and Authorities</td>
<td>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</td>
<td>A6.4.5</td>
</tr>
<tr>
<td>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Assurance 30e.2 of the Airport Sponsor Assurances</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
2) All sponsor proposals for negotiated agreements regardless of funding source.

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession 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.
A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

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. Nondiscrimination: 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:
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.

### A6.4.2 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE,** the Federal Aviation Administration as authorized by law and upon the condition that the **(Title of Sponsor)** will accept title to the lands and maintain the project constructed thereon in accordance with **(Name of Appropriate Legislative Authority)**, for the **(Airport Improvement Program or other program for which land is transferred)**, and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **(Title of Sponsor)** 

**HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto **(Title of Sponsor)** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **(Title of Sponsor)**, its successors and assigns.
The (Title of Sponsor), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (Title of Sponsor) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (Title of Sponsor) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (lease,
license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (Title of Sponsor) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Sponsor) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
A 6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Sponsor) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will there upon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

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 USC § 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 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).
A7  CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE
2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed $150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.
A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed $100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding $100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination.

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a
rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.
A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE
2 CFR § 200, Appendix II(D)
29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

- **Construction** – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed $2,000.

- **Equipment** – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

- **Professional Services** – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

- **Property** – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

**Use of Provision – MANDATORY TEXT.** 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.
A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.
A10  DAVIS-BACON REQUIREMENTS

A10.1  SOURCE

2 CFR § 200, Appendix II(D)

A10.2  APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Fencing Projects – Fencing projects that exceed $2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A10.3  CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any
account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall
Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects
Issued on June 19, 2018

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is
enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,
withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.


The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.


A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.


Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.
A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)
2 CFR part 1200
DOT Order 4200.5

A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to covered transactions, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A11.3 SOLICITATION CLAUSE

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.
A12  DISADVANTAGED BUSINESS ENTERPRISE

A12.1  SOURCE

49 CFR part 26

A12.2  APPLICABILITY

A sponsor that anticipates awarding $250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

1) Clause in all solicitations for proposals for which a contract goal has been established,
2) Clause in each prime contract, and
3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. Solicitations with a DBE Project Goal – No mandatory language provided. 49 CFR §26.53 requires a sponsor’s solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. The sponsor may require the contractor’s submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.

2. Solicitations Relying on Race-gender Neutral Means – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.

3. Contracts Covered by DBE Program – MANDATORY TEXT PROVIDED. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.

4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.
A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:
The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:
The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.
A13 Distracted Driving

A13.1 Source

Executive Order 13513
DOT Order 3902.10

A13.2 Applicability

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at $3,500).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements.

A13.3 Contract Clause

Texting When Driving

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.
A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq).
A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR part 32

A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does not apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

A15.3 CONTRACT CLAUSE

None.
A16  EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.1  SOURCE

2 CFR 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

A16.2  APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment – The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services – The sponsor must include contract and specification language into all professional service agreements as required above.

Property – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – MANDATORY TEXT. 41 CFR § 60-1.4 provides the mandatory contract language. 41 CFR § 60-4.3 provides the mandatory specification language. The sponsor must incorporate these clauses without modification.
A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the
administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**A16.3.2 EEO Specification**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
   a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
   b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
   c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
   d. “Minority” includes:
      1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
      3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      4. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other
contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor
by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor’s EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor’s workforce.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor’s adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor’s and failure of such a group to fulfill an obligation shall not be a defense for the Contractor’s noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing
subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor’s agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 29 USC § 201. The sponsor must select contractor or consultant, as appropriate for the contract.

A17.3 SOLICITATION CLAUSE

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.
A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR part 200, Appendix II(J)
49 CFR part 20, Appendix A

A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding $100,000.

Use of Provision – MANDATORY TEXT. Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A18.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under

Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects
Issued on June 19, 2018

Packet Pg. 502
grants, loans, and cooperative agreements) and that all sub-recipients 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.
A19 PROHIBITION of SEGREGATED FACILITIES

A19.1 SOURCE

41 CFR § 60

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor’s manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 41 CFR § 60.

A19.3 CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.
A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE
29 CFR part 1910

A20.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 20 CFR part 1910.

A20.3 CONTRACT CLAUSE

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer 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.
A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.322
40 CFR part 247
Solid Waste Disposal Act

A21.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds $10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 2 CFR § 200.

A21.3 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.
The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.
A22  RIGHT TO INVENTIONS

A22.1  SOURCE

2 CFR § 200, Appendix II(F)

37 CFR § 401

A22.2  APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of experimental, developmental, or research work. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes experimental, developmental, or research work.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A22.3  CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.
A23  SEISMIC SAFETY

A23.1  SOURCE

49 CFR part 41

A23.2  APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A23.3  CONTRACT CLAUSE

A23.3.1  Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2  Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction
Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

Issued on June 19, 2018

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.
A24  TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1  SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A24.2  APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of DOT Order 4200.6.

A24.3  CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not (❑) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not (❑) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify
the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
A25  TERMINATION OF CONTRACT

A25.1  SOURCE

2 CFR § 200 Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

A25.2  APPLICABILITY

Contract Types – All contracts and subcontracts in excess of $10,000 must address termination for cause and termination for convenience by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor’s contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default – MANDATORY TEXT. Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services, and Property – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A25.3  CONTRACT CLAUSE

A25.3.1  Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4) reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner’s termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:
1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner’s discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor’s right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor’s right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions...
necessary to cure the breach, and the effective date of the termination action. The rights and remedies in
this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the
failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services
affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must
deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs,
estimates, summaries, and other documents and materials prepared by the Engineer under this
contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work
completed up through the date the Consultant receives the termination notice. Compensation will not
include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are
incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default
of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the
termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if
the Owner:
1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the
Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with
Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If
Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant
may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts
of this Agreement based upon the Owner’s breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to
receive full payment for all services performed or furnished in accordance with this Agreement and
all justified reimbursable expenses incurred by the Consultant through the effective date of
termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents
that are incomplete as a result of the termination action under this clause.
A26  TRADE RESTRICTION CERTIFICATION

A26.1  SOURCE

49 USC § 50104
49 CFR part 30

A26.2  APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3  SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects
Issued on June 19, 2018
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.
A27  VETERAN’S PREFERENCE

A27.1  SOURCE

49 USC § 47112(c)

A27.2  APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 USC § 47112.

A27.3  CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- Remove Portions of Taxiway J
- Widen Taxiway S
- Construct Taxiway WS
- Relocate Runway 10R (~1,341')
- Relocate Runway 28L (~1,578')
- Construct Taxiway P
- Widen Taxiway S
ADDENDUM 01

RFP 20-178 Runway 10R/28L Incursion Mitigation & RIM Improvements Environmental Assessment

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 31, 2020
Total Pages (Including this sheet): Two (2)

Message:
You are hereby notified of the following changes and/or clarifications to the above referenced project.

Q1: Are copies of our insurance coverage required in the submittal?
A1: No

Q2: Should a section be included to discuss Section I “Overall Proposal Quality?”
A2: A separate section is not needed for “Overall Proposal Quality”
This item is based on the quality of the proposals submitted.

Q3: What is specifically included (and not included) in the 55 page limit (i.e., resumes, tabs, reference forms, insurance... etc.)?
A3: The 55 page limit should include everything except the insurance forms.

Q4: Are “wet ink” signatures required in the submittal?
A4: No

IF ALL PAGES WERE NOT RECEIVED OR THERE IS A PROBLEM WITH THE TRANSMITTAL, PLEASE CONTACT OUR OFFICE.
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: The RFP requests for time commitment (Section II) and availability (Section IV) for each key personnel. Can you define the difference?

A1: Section II time commitment is how much time the key personnel and or sub-consultants will have committed to their assigned roles and responsibilities. Section IV availability is the amount of total time they have available for this project.

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.
FEBRUARY 12, 2020

STATEMENT OF QUALIFICATIONS FOR
RFP No. 20-178

Boise Airport Runway 10R/28L Incursion
Mitigation and RIM Improvements
Environmental Assessment
February 10, 2020
Boise City Purchasing Office
150 N Capitol Blvd
Boise, ID 83702

RE: RFP 20-178: Boise Airport Runway 10R/28L Incursion Mitigation And RIM Improvements Environmental Assessment

Dear Ms. Grothaus and Members of the Selection Committee:

Airports. They are our passion. They move us, excite us, and inspire us. This passion shows in the quality of our work, the enthusiastic and collegial nature of our experienced staff, our high-level of client satisfaction, and our industry leadership. But it is most evident in our singular goal: to be of service to our clients.

The City of Boise (City) can be assured RS&H Idaho, P.C., (RS&H) an affiliate of RS&H, Inc., has committed to undertake this important environmental assessment (EA) at Boise Airport (BOI or Airport). We are a team that combines nationally recognized environmental planners, environmental specialists, and special subject matter experts, along with an extensive knowledge of the Airport that can best understand the challenges and concerns of the City. We bring local experience and an overall commitment to responsiveness, technical proficiency, and project delivery that will achieve project success. The City will benefit greatly from selecting RS&H for this assignment for the following reasons:

» **We Know the Airport** – RS&H has experience and established success with recent projects at BOI with the recent successful completion of environmental documentation at the Airport. Further, our civil engineers are currently working at the Airport and know the airfield improvements proposed in the RFP. This gives us exceptional insight into the operations and future development vision at BOI. We have the familiarity with BOI and can hit the ground running with no learning curve. This will enable the EA to be completed in less time, allowing the project presented in the RFP to start more expeditiously.

In addition our proposed Project Manager, Ms. Julie Barrow, served as Lead Environmental Planner for cargo relocation Categorical Exclusion (CATEX) and wrote the document to meet all federal, state, and local requirements that was accepted by the FAA. Both projects were completed on schedule. Specifically, our proposed Project Manager, Ms. Julie Barrow, served as Lead Environmental Planner for the completed National Environmental Policy Act (NEPA) documentation and wrote the documents to meet all federal, state, and local requirements that were accepted by the FAA. She will continue this approach for this project.

» **NEPA Experience** – Ms. Barrow, as your proposed Project Manager, has not only worked at your Airport, she has experience with the FAA Helena ADO, as well as extensive experience with the FAA. She has a deep knowledge and solid grounding in the FAA’s environmental programs, technical expertise in regional and national environmental policy, and impact analyses in the areas of noise, air/water quality, wetlands, biological and cultural resources, and socioeconomics from five years spent within the FAA’s Office of Airports in Washington, D.C. **The benefit to BOI will be a Project Manager who knows the FAA environmental processes from working within the organization and has relationships with FAA environmental protection specialists.**

» **Agency Experience** – RS&H also makes it a point to staff professionals with state and federal regulatory experience. Our experience as a firm is one of the best. RS&H has assembled one of the most experienced team of environmental planners and specialists in the country with a long and successful track record of completing environmental documentation projects. In the past five years, RS&H has completed, or is currently engaged in successfully completing, more than 60 NEPA documents on aviation projects. Each of these documents required compliance with NEPA, Council on Environmental Quality (CEQ) regulations, and both FAA Order 1050.1F Environmental Impacts: Policies and...
Procedures and FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. Our RS&H associates assigned to this project have completed 64 CATEXs have more than 175 years of combined aviation-specific environmental experience. During her time with the FAA, she prepared and reviewed NEPA documentation for consistency with NEPA, FAA Orders, and other regulations. It is this former agency experience that she will bring expedited processes to the project and Airport staff.

Not only has RS&H staff been involved with the FAA, but we also are familiar with the FAA Northwest Mountain Region and Helena ADO. RS&H has completed more than 190 projects in the Northwest Mountain Region and have unmatched knowledge with the specific requirements within this region. RS&H is also known for including technical reports, writing styles, and preferences from specific FAA project managers. RS&H will continue to assist in navigating the FAA Helena ADO requirements to complete successful projects that are AIP eligible.

» **Commitment to Utilizing Local, Small/Disadvantaged Firms** – RS&H makes it a point to include local, disadvantaged firms on our team to promote the local economy and to provide mentorship to these firms so that they can continue with increased successes within the community. Although there are no specific DBE requirements for this contract, RS&H has included the following DBE firms on the team. For this pursuit, RS&H is teaming with:

**Harris Miller Miller & Hanson Inc. (HMMH)** – HMMH is a DBE firm that will provide noise analysis for the project, including developing noise contours.

**Red Sky Public Relations (Red Sky)** – Red Sky is a DBE firm that will provide public outreach strategies for the project and facilitate public meetings.

Ultimately, BOI will have no concern about anything in this EA. The RS&H Team will perform as an extension of your staff, using our knowledge of your Airport and our experience, and local presence so that Airport staff members can continue to focus on the day-to-day operations at BOI. We understand that environmental resources can be challenging and time consuming for airports, and that is why we have the team in place to support every aspect of this assignment.

RS&H understands the RFP requirements as defined and looks to collaborate more closely with Airport staff. As will be demonstrated by this document, we very much desire to provide these services and are fully prepared to proceed with the work immediately. Thank you for the opportunity to submit this Statement of Qualifications.

Sincerely,

Broutin Sherrill
Vice President – Aviation
Name of Business: RS&H Idaho, P.C., (RS&H, Inc.)
Address: 4582 South Ulster Street, Suite 1100
City: Denver
State: Colorado Zip Code: 80237
Phone No.: 303-409-7970
Signature: [Signature]
Printed Name: Broutin Sherrill
E-Mail: broutin.sherrill@rsandh.com
Title: Vice President - Aviation
Date: 2/10/2020

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. Addendum 01</td>
<td>January 31, 2020</td>
</tr>
<tr>
<td>2. Addendum 02</td>
<td>February 7, 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

Number of days proposal will be guaranteed: 120
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Overall Proposal Quality</td>
<td>5</td>
</tr>
<tr>
<td>II</td>
<td>Organizational Chart</td>
<td>6</td>
</tr>
<tr>
<td>III</td>
<td>Team's Qualifications and Experience</td>
<td>8</td>
</tr>
<tr>
<td>IV</td>
<td>Key Personnel Qualifications and Experience</td>
<td>18</td>
</tr>
<tr>
<td>V</td>
<td>SBE Small Business Enterprise &amp; DBE</td>
<td>27</td>
</tr>
<tr>
<td>VI</td>
<td>Capabilities to Complete All Aspects of the Project</td>
<td>28</td>
</tr>
<tr>
<td>VII</td>
<td>References</td>
<td>37</td>
</tr>
</tbody>
</table>

Cover Letter ................................................................................................................... 1

Bid Proposal Signature Page ................................................................................. 3

Table Of Contents ....................................................................................................... 4
I. OVERALL PROPOSAL QUALITY

RS&H has prepared this proposal with quality as our highest priority. Because we believe that quality and excellence should shine through all areas of our work. We have included reviews of the SOQ by a number of seasoned professionals. This approach to our written work products will continue through our established Quality Management and will assume this process on this EA.

SELECTION COMMITTEE REVIEWER ASSISTANCE
This page is intended to assist the Selection Committee Reviewer as a place to summarize thoughts, comments, and scoring of the RS&H proposal.

<table>
<thead>
<tr>
<th>PROPOSAL QUALITY TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SELECTION CRITERIA</td>
</tr>
<tr>
<td>I. Overall Proposal Quality</td>
</tr>
<tr>
<td>II. Organizational Chart</td>
</tr>
<tr>
<td>III. Team’s Qualifications and Experience</td>
</tr>
<tr>
<td>IV. Key Personnel Qualifications and Experience</td>
</tr>
<tr>
<td>V. SBE Small Business Enterprise &amp; DBE</td>
</tr>
<tr>
<td>VI. Capabilities to Complete All Aspects of the Project</td>
</tr>
<tr>
<td>VII. References</td>
</tr>
</tbody>
</table>

NOTES:
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________
______________________________________________________________________________________________________
II. ORGANIZATIONAL CHART
II. ORGANIZATIONAL CHART

RFP: II. Organizational Chart; Provide organizational chart showing all key personnel and all sub-consultants. Describe the roles responsibilities, and time commitment of each.

ORGANIZATIONAL STRUCTURE
The primary point of contact for the assignment is our Project Manager, Ms. Julie Barrow. As illustrated in the organizational chart below, she is supported by a team of highly-qualified individuals. The professionals comprising the RS&H Team were carefully selected to ensure all the elements of work listed in the RFQ are managed comprehensively and offer the Airport the highest level of professional consulting services.
### Key Personnel Roles, Responsibilities, and Time Commitment

Airport staff will be assured they are working with the best team. You will have access to Ms. Barrow’s 12 years of industry experience from airports across the country, as well as with her five years of service with the FAA. You will benefit from RS&H’s deep bench of experienced associates dedicated to aviation. Every individual on the team has the availability to keep the assignments of BOI as a first priority, on time and on budget, as evidenced by the table below:

<table>
<thead>
<tr>
<th>NAME, FIRM &amp; ROLE</th>
<th>RESPONSIBILITIES</th>
<th>TIME COMMITMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julie Barrow</td>
<td>Overall project oversight and coordination</td>
<td>70%</td>
</tr>
<tr>
<td>Broutin Sherrill, LEED AP BD+C</td>
<td>Project financial progress</td>
<td>10%</td>
</tr>
<tr>
<td>Dave Full, AICP</td>
<td>Quality assurance and quality control</td>
<td>50%</td>
</tr>
<tr>
<td>Nick Zolić</td>
<td>Construction emissions inventory and greenhouse gases analysis</td>
<td>40%</td>
</tr>
<tr>
<td>Shannon Petersen, PE</td>
<td>Water quality analyses oversight</td>
<td>30%</td>
</tr>
<tr>
<td>Kate Lindekugel</td>
<td>Wetlands impact analysis and coordination with oversight agencies</td>
<td>40%</td>
</tr>
<tr>
<td>Gene Reindel</td>
<td>Noise analysis and compatible, land use analysis</td>
<td>50%</td>
</tr>
<tr>
<td>Craig Twibell, PE, ACE</td>
<td>NAVAIĐs coordination with FAA and Airport</td>
<td>40%</td>
</tr>
<tr>
<td>Julie Chigbrow</td>
<td>Outreach strategies, meeting coordination, and facilitation</td>
<td>50%</td>
</tr>
<tr>
<td>Michael Becker, AICP, CM</td>
<td>Airport planning</td>
<td>30%</td>
</tr>
<tr>
<td>Greg Riley, PE</td>
<td>Airfield civil engineering</td>
<td>30%</td>
</tr>
</tbody>
</table>
III.
TEAM’S QUALIFICATIONS & EXPERIENCE
III. TEAM’S QUALIFICATIONS AND EXPERIENCE

**RFP: II. Team’s Qualifications and Experience; Describe firm’s qualification and experience in performing airport environmental assessments on similar sized airports and anticipated work items.**

With a tradition that spans more than 75 years, RS&H provides fully integrated engineering, architecture, and consulting services to help clients realize their most complex facility and infrastructure projects for land, air, and space. We are consistently ranked among the nation’s top 100 design firms and have worked in over 50 countries across the globe. We have built a reputation as a client-centered facilities and infrastructure consulting firm whose practice structure offers value-added solutions to clients around the world. To maximize our capabilities, RS&H is organized into five client-focused practices, each with its own multidisciplined staff of engineers, architects, planners, environmental scientists, and technical support personnel. In addition to our leading Aviation practice, RS&H also maintains practices in Aerospace & Defense, Corporate, Transportation-Construction Management, and Transportation-Infrastructure.

### AVIATION PRACTICE

The RS&H Aviation Practice provides full-service consulting from 60 offices nationwide offering a deep bench of resources that can be utilized when needed. The Aviation Practice employs more than 240 full-time associates who work solely on airports, and with the resources to tackle any aviation assignment to meet the most demanding schedules. The Aviation Practice is organized around the services generally needed by its aviation clients, including:

» **Environmental Planning** – Environmental studies (including NEPA documents), noise and land-use studies, and permitting.

» **Environmental Stewardship and Resiliency** – Environmental regulatory compliance and permitting, environmental efficiency, sustainability and climate adaptation and resiliency.

» **Airfield** – Runways, taxiways, aprons, and drainage.

» **Aviation Planning** – Master Plans, financial analysis, security planning, safety management systems, site selection studies, and grant procurement.

» **Buildings** – Terminals, hangars, cargo facilities, administration buildings, and energy services.

RS&H is a leader in the aviation industry, having participated in the preparation of countless industry leading documents and guidelines. RS&H associates help lead the industry in numerous important positions, including holding board and senior level positions at both the national and chapter levels for the American Association of Airport Executives, past chair of Airport Consultants Council, and Associates Board member with the Airports Council International-North America. This ensures that RS&H stays in front of ever-changing standards and requirements, able to plan ahead and assist our clients with compliance issues, and stays on the cutting edge of industry changes.

### NEPA EXPERIENCE

Any project that requires FAA action (e.g., federal approval or federal funds) requires compliance with NEPA. The FAA relies heavily on the airport sponsor to develop the NEPA document and, importantly, the planning foundation, but it is the FAA who is ultimately responsible for issuing environmental approvals.
Not only has RS&H staff worked closely with the FAA, but we are also well acquainted with the FAA Northwest Mountain Region. RS&H has completed numerous projects in the Northwest Mountain Region and has unmatched experience with the specific requirements within this FAA region. RS&H can prepare and manage all NEPA documents and ensure in full compliance with NEPA, Council on Environmental Quality (CEQ) regulations, and FAA Orders, 1050.1F and 5050.4B. Additionally, the NEPA process is an umbrella that encompasses the requirement of numerous other laws (often called special purpose laws) protecting specific environmental resources, such as the Clean Water Act and the Clean Air Act. RS&H has recent and relevant experience preparing documents in compliance with NEPA and FAA guidance for compliance with the special purpose laws associated with airport actions. RS&H has successfully completed more than 64 EAs within the last 15 years, which demonstrates a strong knowledge and deep understanding of NEPA compliance, FAA standards, policies, and procedures, and special purpose laws.

PROJECT EXPERIENCE
RS&H has extensive experience working on NEPA-related projects as well as airport projects of similar size (i.e., EA) and nature (i.e., runway extension/airfield improvements). The map below illustrates RS&H’s EA specific NEPA project experience across the U.S., as well as all projects similar in nature whether that be a CATEX or an EA. The table on the next page summarizes the services we have recently provided or are providing to airports with similar anticipated environmental Key issues. Selected project descriptions are provided to highlight RS&H’s relatable experience on aviation projects of either similar size or nature.

RS&H EXPERIENCE ON NEPA DOCUMENTS FOR AVIATION ENVIRONMENTAL ASSESSMENTS AND RUNWAY IMPROVEMENT PROJECTS

In the past 15 years, RS&H has completed:

64
Environmental Assessments

661
Total environmental projects at airports across the U.S.
### RS&H EXPERIENCE ON NEPA DOCUMENTS FOR Similar PROJECTS

<table>
<thead>
<tr>
<th>RS&amp;H Relevant Environmental Experience</th>
<th>NEPA for Airfield Improvement Project</th>
<th>NAVAIDS Relocation</th>
<th>Noise and Noise-Compatible Land Use</th>
<th>Threatened/Endangered Species</th>
<th>Air Quality</th>
<th>Archaeological/Cultural Resources</th>
<th>Water Quality</th>
<th>Fill Material/Hazardous Materials</th>
<th>Wetlands</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detroit Metropolitan Wayne County Airport</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charles M. Schulz-Sonoma County Airport</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Columbia Regional Airport</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eugene Airport</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Des Moines International Airport</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sioux Gateway Airport / Colonel Bud Day Field</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hollywood Burbank Airport</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shreveport Regional Airport</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Marais-Cook County Airport</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Albert J. Ellis Airport</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portland International Airport</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Easterwood Airport</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rocky Mountain Metropolitan Airport</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lafayette Regional Airport</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Des Moines International Airport (DSM) is owned and operated by the Des Moines Airport Authority (Authority) and is a joint civilian-military use airport located in Des Moines, IA. The FAA classifies the Airport as a small hub primary commercial service airport.

The existing passenger terminal building was constructed in 1948 and has had various upgrades and improvements over the years. In 2013, the Authority conducted major improvements to the passenger terminal building after pieces of the ceiling fell to the floor. In addition, the Authority saw a rise in passenger traffic (enplanements) and new airline routes to and from the Airport. Given the age of the passenger terminal building, the building does not have capacity to accommodate the increase in passenger traffic. With the continued need for improvements and lack of capacity to efficiently serve its customers, the Authority undertook a long-range planning process in order to develop a long-term solution to the inefficiency of the passenger terminal building, assess how functional components of the Airport can grow to meet projected demands, and develop an overall terminal plan to meet the financial and functional needs of the Authority and its customers.

The Authority proposed to develop a replacement passenger terminal building and other ancillary facilities at the Airport, including the following project components: demolition of the existing passenger terminal building, construction of a new parking structure, construction of new parking surface lots, construction of new terminal apron area with deicing pad and Remain Overnight (RON) pad, construction of new entry intersection and access into the Airport, relocation of Fixed Base Operators (FBOs) and cargo facilities, construction of new taxiways and cargo apron with deicing pad, construction of new on-Airport access roads, and a new dry detention basin.

RS&H lead the efforts to conduct the technical analyses for the Airport's proposed action. The EA's Key environmental issues associated with the implementation of the project components included threatened and endangered species, wetlands, water quality, archaeological and historic resources, surface traffic, and farmlands.

The result was FAA issuing the Finding of No Significant Impact (FONSI) for the project. RS&H finished the project both ahead of schedule and under budget.
Intersection pavement showed an increased Pavement Condition Index (PCI) deterioration rate over the last few years. The pavement is presenting low-severity weathering and some early stages of longitudinal and traverse (L&T) cracking. The intersection pavement additionally required emergency patching to alleviate subsurface water buildup in previous years. The Proposed Action was to extend the useful life of the intersection and maintain the safe operation of aircraft at the Airport.

DSM proposed to reconstruct the intersection of Runway 5/23 and Runway 13/31, which required a temporary shutdown of Runway 5/23. In order for DSM to remain fully operational during the construction period, the Runway 5 end would need to be temporarily extended by approximately 900 feet. Additionally, Taxiway P would be temporarily extended to match the length of the temporary runway extension. A temporary taxiway connector would also be constructed between Taxiways P4 and P3.

RS&H lead the efforts to conduct the technical analyses for DSM Proposed Action. The Key environmental issues associated with the implementation of the project components included noise and cultural resources.

FAA approved the CATEX signifying that no further NEPA documentation was required for the project. The project finished ahead of schedule and below budget.
The Waco Regional Airport serves the commercial air service and general aviation needs of the City of Waco and the greater McLennan County Region. The Airport selected RS&H as its general consultant to provide planning, design, environmental and construction phase services for a number of projects.

RS&H prepared documentation in compliance with the National Environmental Policy Act (NEPA) for improvements to the airfield. The proposed action consisted of 11 discrete but interrelated components:

1. Extend Runway 1-19 by approximately 509 feet to the north for a total length of 7,005 feet
2. Extend Taxiway A by 509 feet to the north
3. Shorten Runway 14-32 by 795 feet for a total length of 5,103 feet and downgrade Runway 14-32 to Category B-III
4. Construct Taxiway B3, which will connect Runway 14-32 with Runway 1-19 and Taxiway D
5. Relocate the Runway 19 glide slope antenna
6. Replace and/or relocate Runway 19 MALSR (Medium Intensity Approach Lighting System with Runway Alignment Indicator) light stations
7. Replace existing VASIs on Runways 1, 32 and 14 with PAPI systems
8. Relocate Runway 19 touchdown RVR
9. Relocate Runway Protection Zone (RPZ) associated with Runway 19
10. Relocate runway distance remaining signs and replace the runway lighting system for both runways
11. Obtain easements on non-Airport-owned property for the RPZ

RS&H provided comprehensive environmental review and documentation services to comply with NEPA. The key issues associated with the implementation of the proposed action included noise, land use compatibility, biological resources, farmlands, and water quality. In addition, RS&H prepared coordination and consultation documentation in compliance with all applicable regulations. The NEPA documentation was approved by the FAA and the proposed action has been implemented at the Airport.

Key Issues Associated with the EA Were:
- Noise
- Land Use Compatibility
- Threatened/Endangered Species
- Farmlands
- Water Quality
The City of Columbia owns and operates the Columbia Regional Airport, a commercial service airport supporting central Missouri.

RS&H prepared an EA to address the impacts associated with the implementation of projects identified in the Master Plan Update. The Proposed Action included:

- Land acquisition
- Extension of airfield pavements
- Site development for terminal facilities and structures
- Relocation of navigational aids
- Roadway realignments

These projects enabled the airport to extend the primary runway to accommodate larger commercial transport jets, and extension of the crosswind runway to permit regional jet operations and resolve FAA compliance issues. Project components of particular interest to the local community were the acquisition of land necessary for the runway safety area, and the realignment of public roadways.

RS&H led the efforts to conduct the technical analyses for the airport’s Proposed Action. The Key environmental issues associated with the implementation of the project components included noise, air quality, biological resources, water quality, surface traffic, farmlands, and cultural resources.

The FAA approved the EA and issued a Finding of No Significant Impact (FONSI) for the project.
Sonoma County owns and operates Charles M. Schulz – Sonoma County Airport in Santa Rosa, California. This airport provides commercial service to the Sonoma and Napa Valleys and has non-stop destinations to western U.S. hub airports.

RS&H prepared federal and state environmental review on the proposed projects at the Airport. The Key issues to be studied in the NEPA EA and the CEQA Environmental Impact Report included noise, air quality, surface traffic, wetlands, threatened and endangered species, water quality, and land use compatibility.

The projects at the airport included the provision of runway safety areas that met FAA standards and the extension of the main air carrier runway to provide adequate length for use by regional jets. Other related projects included the development and extension of the taxiway system, the development of a new terminal building and ARFF facility, the development of new parking facilities, the relocation of NAVAIDs, the installation of airfield perimeter fencing, the relocation of internal service roads, and the acquisition of approximately 40 acres for approach zone protection and Runway Safety Areas.

Both the terminal building and ARFF facility incorporated green building design principles and are intended to showcase Sonoma County’s commitment to sustainability.

The FAA approved the EA and issued a Finding of No Significant Impact (FONSI) for the project.
Shreveport Regional Airport is owned and operated by the Shreveport Airport Authority. The FAA classifies this airport as a non-hub primary commercial service airport.

The airport receives between 50-100 weather-diverted air carrier aircraft per year from neighboring large hub airports. During hottest day conditions at the airport, these weather-diverted air carrier aircraft currently cannot be accommodated on Runway 6/24 due to the existing runway length. Additionally, the airport’s primary runway, Runway 14/32, must be periodically closed for recurring maintenance, as well as any unscheduled repairs. During these scheduled and unscheduled closures of the primary runway and during hottest day conditions, the Airport’s scheduled air carrier aircraft and any weather-diverted air carrier aircraft cannot be accommodated on Runway 6/24. To use Runway 6/24, these aircraft must reduce payloads and/or fuel carrying capabilities, reduce passengers and their luggage, and/or reduce other revenue-generating belly cargo.

The airport proposed to extend Runway 6/24 and the partial parallel Taxiway C by 850 feet, bringing the total length of the runway to 7,052 feet. The runway extension also included the following project components: the development of Taxiway C Aircraft Holding Bay / Run-up Area; relocation of Runway 6 end Precision Approach Path Indicator (PAPI); installation of Runway 6 end approach lighting system and extension of utility support corridors; marking of Runway 6 end and Taxiway C; development of runway protection zone, runway safety area, and runway object free area for Runway 6 end; relocation and realignment Runway 6 end service road; relocation of the perimeter/security fence; and acquisition of about one-acre of land.

The Key issues studied in the FAA-approved CATEX included threatened and endangered species, wetlands, noise, floodplains, and archaeological resources.

**WHY RELEVANT**
- Similar Type Project
- Similar Anticipated Environmental Key Issues

**KEY SIMILAR STAFF**
- Julie Barrow
- Broutin Sherrill
- Dave Full
- Nick Kozlik

Key Issues Associated with the CATEX Were:
- **Threatened/Endangered Species**
- **Wetlands**
- **Noise**
- **Floodplains**
- **Archaeological/Historic Resources**
The City of Sioux City owns and operates the Sioux Gateway Airport/Colonel Bud Day Field and is a joint civilian-military use airport. The FAA classifies the airport as a non-hub primary commercial service airport.

The City proposed to reconstruct a portion of Runway 17/35 and relocate the northern threshold of Runway 17/35 about 1,200 feet to the south and the southern threshold of Runway 17/35 about 1,000 feet to the south. Runway 17/35 would have a final length of 6,400 feet (a decrease of 200 feet from the current length) and width of 100 feet (a decrease of 50 feet from the current width). As part of the project, the City proposed to extend Taxiway C to the south, reconstruct Taxiway D, remove Taxiway B, and remove the associated portion of Taxiway C to the north. The project included the construction of associated shoulders, underdrains, and edge lighting. The extension of Runway 17/35 would cross over a portion of the airport’s perimeter road and as a result, that portion of the service road would be removed and would no longer be used. In order to continue to have access to the airfield, the City proposed to construct a new perimeter road on the western side of the airfield that would connect to a portion of the existing perimeter road and Sully Road. A portion of Sully Road, an on-airport public use road, would be closed to the public and the security fence would be relocated to include Sully Road between Allison Avenue and Andrew Avenue. Other connected actions included, but were not limited to moving NAVAIDs, changing flight procedures, and designating haul routes for materials and construction staging areas.

The key issues studied in the FAA-approved CATEX included farmland, wetlands, noise, and water quality.
IV.
KEY PERSONNEL QUALIFICATIONS & EXPERIENCE
IV. KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE

RFP: IV. Key Personnel Qualifications and Experience: Describe the qualifications, experience, and availability of each key personnel. Include resumes for key personnel. Provide a list of relevant projects that each key personnel participated in, within the last 5 years.

INTRODUCTION TO FIRM AND TEAM CAPABILITIES
RS&H has assembled one of the strongest aviation environmental teams in the country. The RS&H Aviation Environmental Planning Service Group, made up of highly experienced airport environmental planners, includes former FAA environmental specialists with exceptional insight into the FAA's concerns in reviewing and approving airport environmental documents, as well as more than 175 years of combined aviation environmental experience. Our aviation environmental experts partner with the airport sponsors to ensure that environmental documents reflect their goals and objectives, the requirements of NEPA, as well as the various special purpose laws and regulations. The RS&H Team combines this NEPA documentation, experience with subconsultants providing exceptional capabilities in the technical disciplines needed to provide all of the services identified in the RFP.

KEY PERSONNEL
The RS&H Team understands that BOI desires to select a consultant to assist in the preparation of an EA for the 10R/28L Incursion Mitigation And RIM Improvements, that discloses all potential impacts to environmental resources. The completion of any type of EA document requires a dedicated and experienced project manager and task leaders that are at the forefront of their technical expertise, and a team that understands the value of preparing EA documents accurately and expeditiously. While the analyses included in any EA document is based on rigorous scientific analysis, the preparation of the documentation is an art that requires a team with the proven experience of strategically planning for and coordinating the completion of the documentation.

KEY PERSONNEL’S PROFESSIONAL QUALIFICATIONS AND EXPERIENCE
RS&H is dedicated to providing BOI with the highest quality of technical personnel who have a thorough understanding of the anticipated issues that can occur with development in complex airport environments. RS&H has assembled a team that brings the necessary expertise and experience to this very important assignment. This exceptional team offers BOI a depth of environmental experience that is unmatched in the aviation industry. Resumes of key personnel are provided on the following pages.

Leading this effort is Project Manager, Ms. Julie Barrow. She will coordinate all consulting efforts, but far more importantly, she will serve as an extension of Airport staff.
Key Project Personnel Resumes:

JULIE BARROW
Project Manager

Ms. Barrow has 12 years of extensive experience in environmental analysis, technical advisement, program management, regulatory compliance, and overseeing all aspects of environmental projects from a technical and project management perspective. Recent relevant experience includes: EAs for runway extension, taxiway improvements, new passenger terminals, access roadway improvement, and hangars. Ms. Barrow firmly understands routine coordination meetings are essential to successful project management and will schedule, attend, and develop action items for these coordination meetings with Airport staff and others, such as the FAA, as needed. The advantages of these coordination meetings is to provide a forum for obtaining input from the RS&H Team’s technical analysts, various regulatory agencies, and other experts on technical issues associated with a project. These meetings enable Ms. Barrow to bring in technical experts and regulatory agency officials to discuss topics related to their area of expertise. Obtaining this input in such a forum results in being able to ask questions, identify the issues, and determine the best approach for resolving issues. This allows Airport staff and the FAA to have the best possible information in order to make necessary decisions regarding issues. Ms. Barrow will be directly involved in all facets of each task and will serve as the principal point of contact. RS&H’s team of experts will report to and support Ms. Barrow.

Featured Projects

» Cargo Expansion Categorical Exclusion; Boise Airport, Boise, ID - Project Manager. This project analyzed the potential environmental impacts associated with the development of a 151,220 square-foot cargo building. Associated development included construction of a surface parking lot, apron with deicing pads and ground service equipment storage, and a new taxiway. Key environmental issues associated with this project were fill material and air quality.

» Temporary Runway Extension Categorical Exclusion; Des Moines International Airport, Des Moines, IA - Project Manager. This project analyzed the potential environmental impacts associated with reconstructing the intersection of Runway 5/23 and Runway 13/31, which required a temporary shutdown of Runway 5/23. In order for the Airport to remain fully operational during the construction period, the Runway 5 end would need to be temporarily extended. Additionally, Taxiway P would be temporarily extended to match the length of the temporary runway extension. The key environmental issues associated with the implementation of the project components included noise and cultural resources.

» Taxiway A Rehabilitation – Phase III Categorical Exclusion; Eugene Airport; Eugene, OR – Project Manager. This project analyzed the potential environmental impacts associated with the Phase III of the Taxiway A Rehabilitation project. Key environmental issues included possible impacts to the the federally-threatened Streak horned lark and jurisdictional wetlands within the project area. Section 7 consultation with the USFWS occurred and the airport sponsor received an incidental take permit for the project. Not only responsible for the over project management of this CATEX, but was responsible for quality management of the technical writing and analysis, as well as lead consultation with coordination efforts with the USFWS and the USACE.
BROUTIN SHERRILL LEED AP BD+C
Project Officer

Mr. Sherrill has more than 26 years of experience in civil engineering, including airport design and rehabilitation, and infrastructure-related projects. His experience encompasses all phases of airport engineering, planning, environmental, terminal, and other building type projects. He has performed design, bidding, construction administration, and inspection services for clients ranging from largehub commercial aviation to rural general aviation.

Featured Projects

» Categorical Exclusion Documentation for the Extension of Runway 6/24 and Taxiway C; Shreveport Regional Airport, Shreveport, LA - Project Director. Prepared a documented CATEX for compliance with NEPA for the 850-ft. extension of Runway 6/24 and parallel Taxiway C. Project also included Taxiway C run-up area Runway 6 end PAPI relocation, approach lighting installation and associated infrastructure, development of RPZ, RSA, and ROFA, and relocation of service road and Perimeter fence and acquisition of one acre. Key issues addressed included noise, wetlands, cultural resources, and threatened and endangered species. CATEX completed on-schedule.

» Consolidated Rental Agency Complex Environmental Assessment; El Paso, TX - Project Director. RS&H prepared an EA in compliance with the NEPA for the development of a CONRAC facility.

» Spaceport Launch Site Operator's License and Environmental Assessment; Houston Airport System, Houston, Texas - Project Director. Project spaceport licensing and environmental clearance resulted in the Houston Airport System securing a Spaceport License for Ellington Field.

» Bell Helicopter Manufacturing Facility Environmental Assessment; Lafayette Regional Airport; Lafayette, LA - Project Director. The Final EA was completed in less than seven weeks and resulted in a Finding of No Significant Impact. The project is under construction.

» NEPA Documentation and Environmental Survey; Lafayette Regional Airport, Lafayette, LA - Project Director. The primary components of this environment assessment included an analysis of the replacement passenger terminal building, airfield improvements, roadway improvements, construction of a CONRAC, parking expansion, and other facility improvements associated with the replacement passenger terminal building.

» Runway Extension and EA, Waco Regional Airport, Waco, TX - Project Director. The scope of the Airfield Rehabilitation project included modifications to the NAVAIDs, approach lighting system, and relocation of the Localizer Building and Localizer antenna array in support of the Runway 1-19 extension, including displaced threshold and overlay, as well as modifications to Runway 14-32. The existing glide slope was modified due to the runway extension. RS&H provided electrical engineering services for the project consisting of vault modifications, Runway 1-19 and parallel taxiway extension, design of new HIRL Edge Lights threshold lights for Runway 1-19 and MITL Edge lights for the taxiway. New signs were designed as required and minor vault upgrades and other design aspects included modifications to the taxiway fillets and associated edge lights and signs for all intersecting taxiway along the full length of the 7,000-ft Runway 1-19.
DAVE FULL AICP, AP BD+C

Quality Management

Mr. Full is a nationally-recognized expert in aviation environmental consulting with more than 37 years of experience. Mr. Full has experience in all aspects of NEPA and many other environmental laws and regulations addressing Federal actions. In the Quality Management role he will verify that documents meet the requirements of these laws and regulations, that analyses support the conclusions, and that products reflect the highest level of quality and professionalism. He has extensive experience in the critical review of airport NEPA documents, having served in this role for a wide range of air carrier and general aviation airports.

Featured Projects

» Planning and Noise Monitoring; Boise Air Terminal Airport/Gowen Field; Boise, ID - Project Manager, Former. This project was a site selection study to identify potential sites for the installation of noise monitoring systems at Boise Airport. A total of eleven potential sites were identified for the Airport.

» FedEx Cargo Facility Categorical Exclusion Documentation; Boise Air Terminal Airport/Gowen Field; Boise, ID - Project Officer. CATEX to analyze potential impacts to environmental resource categories for the development of a cargo hangar and associated projects, including the widening and rehabilitation of an existing taxiway, construction of a new taxiway, construction of a parking area, and expanding the current apron area. Environmental resource categories of concern included air quality, biological resources, and wetlands.

» Environmental Assessment Study; Des Moines International Airport; Des Moines, IA - Project Officer. RS&H analyzed the environmental impacts associated with a larger replacement terminal to accommodate existing and forecast passengers. The replacement terminal and supporting actions include modifications to the loop road, changes to parking facilities, new deicing locations, 10 remain overnight parking positions (RONs), apron, and relocation of FBOs. Key issues addressed included biological resources, wetlands, farmlands, and cultural resources.

» Runway 9 Approach Obstruction Mitigation Environmental Assessment; Grand Marais/Cook County Airport; Grand Marais, MN - Project Officer. RS&H conducted an environmental assessment to analyze retroactive impacts resulting from the removal of 105 acres of trees and 12.46 acres of wetlands, as well as the cumulative impact of removing 10 additional acres of red pine that penetrate FAR Part 77 surfaces at the Airport. RS&H completed the challenging project and retain a favorable wetland mitigation ratio for the County.

» National Environmental Policy Act Cirrus Documentation; Duluth International Airport; Duluth, MN - Project Director. RS&H performed an environmental assessment to identify and evaluate potential environmental impacts related to the proposed construction of an approximately 90,000-square-foot Cirrus aircraft finishing facility at Duluth International Airport. After receiving the results, the FAA approved a Finding of No Significant Impact.
DAVID ALBERTS
NEPA Documentation Oversight

Mr. Alberts serves as a Senior Environmental Planner. His responsibilities include project management, marketing, NEPA training/mentoring, technical analysis, agency coordination, project and document coordination, quality management, and report preparation. Mr. Alberts has more than 20 years of experience as a Project Manager/Senior Environmental Planner with NEPA-related experience. Mr. Alberts has managed and prepared federal environmental impact statements, EAs and documented CATEX as well as state environmental documents for a variety of major air carrier and general aviation airports throughout the U.S.

Featured Projects
» FedEx Cargo Facility Categorical Exclusion Documentation; Boise Airport, Boise, Idaho - Environmental Planner.
» Taxiway A National Environmental Policy Act Documentation; Eugene Airport, Eugene, Oregon - Senior Environmental Planner.
» Bishop Runway 9/27 Rehabilitation Design; Bishop International Airport, Flint, Michigan - Environmental Planner.
» Environmental Assessment Study; Des Moines International Airport; Des Moines, Iowa - Environmental Planner.

NICK KOZLIK
Air Quality/Climate

Mr. Kozlik has ten years of experience and serves within the aviation practice at RS&H. Mr. Kozlik has completed a variety of NEPA, CEQA, and airport-planning documents and has completed more than 30 FAA approved construction and operational emission inventories. Mr. Kozlik has a working knowledge of the Aviation Environmental Design Tool (AEDT), Integrated Noise Model (INM), Emission Dispersion Modeling System (EDMS), the Airport Construction Emission Inventory Tool (ACEIT), EPA's Motor Vehicle Emissions Simulator (MOVES), California Emission Factor Model (EMFAC), and California Emissions Estimator Model (CalEEMod). Mr. Kozlik served as a panelist for ACRP Project 06-63, Quantifying Emissions from Ground Access Vehicle Emissions, as well as on other special ACRP Panels.

Featured Projects
» Taxiway B Extension Construction Administration and Resident Project Representative Services; Boise Air Terminal Airport/Gowen Field; Boise, ID - Environmental Planner.
» Design and Construction Administration Services; Boise Air Terminal Airport/Gowen Field; Boise, ID - Environmental Planner.
» Environmental Assessment Study; Des Moines International Airport; Des Moines, IA - Environmental Planner.
» Replacement Terminal Environmental Impact Report; Hollywood Burbank Airport; Burbank, CA - Environmental Planner, Task Leader.
SHANNON PETERSEN PE

Wetlands

Ms. Petersen serves as a Water Resources Engineer for RS&H’s Transportation-Infrastructure Practice. She has 14 years of experience with drainage design and environmental permitting services. Ms. Petersen has been involved in transportation, aviation, roadway, commercial, mixed-use, residential, and master planning projects and is familiar with design, permitting, and certification through local, state, and federal agencies.

Featured Projects

» South Runway Stormwater Basin Modifications; Fort Lauderdale/Hollywood International Airport; Fort Lauderdale, FL - Drainage.

» Airfield Modifications; Fort Lauderdale/Hollywood International Airport; Fort Lauderdale, FL - Drainage.

» I-595 Corridor Improvements; Sunrise, Plantation, and Davie, FL - Drainage.

» Floodplain Studies - Study Area 2; Orlando, FL - Lead Drainage.

» Northside Cruise Terminal Road Network Design-Build Criteria Package Development; Port Canaveral, FL - Drainage.

KATE LINDEKUGEL

Wetlands

Ms. Lindekugel has more than 16 years of experience including ecological surveys and field studies, Waters of the U.S. (WOTUS) delineations and functional assessments, preparing environmental reports and permits (CWA 404/401, EIS, EA, SWP3, SWMP and MS4 NOIs, SPCC, CLOMR, and others), data management, water quality monitoring, sampling, and testing, stream channel and wetland restoration, peer reviewed research, and coordinating with local, state, and federal regulatory agencies, as well as public and private stakeholders. In addition to these activities, she also conducts wildlife and threatened and endangered species surveys. She has worked on projects for airports in California, Texas, Oregon, Georgia, North Carolina, Michigan, and Louisiana, as well as other clients such as Departments of Transportation; Regional Mobility Authorities; cities, counties, and other municipalities; 404 mitigation bank sponsors; and non-profit conservation firms.

Featured Projects

» Boise FY19 Misc Services; Boise Airport, Boise, ID - Environmental.

» Taxiway A Rehabilitation, Survey and Geotechnical Explorations; Eugene Airport, Eugene, OR - Environmental.

» Eugene Taxiway A Rehab-PHII; Eugene Airport, Eugene, OR - Environmental.

» General Environmental Services; Lafayette Regional Airport, Lafayette, LA - Project Manager.

» Environmental GC-SPCC Plan Development; Houston Airport System, Houston, TX - Environmental.

» Terminal Program Airside Design; Lafayette Regional Airport, Lafayette, LA - Environmental.
Availability and Credentials:
Availability - 50%
Total Years of Experience: 30
M.E., Acoustics, Pennsylvania State University, State College, PA, 1995
B.S., Physics Engineering, Pacific Lutheran University, Tacoma, WA, 1989
Skilled Facilitator Intensive Workshop,

Gene Reindel
Noise/Noise Compatible Land Use

Mr. Reindel oversees a wide range of aviation noise consulting projects, offers industry experience to those projects and provides technical support to community noise forums throughout the U.S. His professional experience includes environmental projects, including NEPA and state equivalents in California, Oregon, and Washington; 14 CFR Part 150 Airport Noise Compatibility Planning studies; 14 CFR Part 161 Airport Noise and Access Restriction projects; aircraft ground noise studies, including low-frequency noise and ground run-up enclosures, residential sound insulation projects, and noise modeling of aircraft operations.

Featured Projects
» Chicago O’Hare International Airport Fly Quiet Program EIS, Chicago, IL - Public Meeting Assistance.
» Re-evaluation of the O’Hare Modernization EIS, Chicago O’Hare International Airport - Public Meeting Assistance.
» CatEx Noise Analysis for Runway Closure, Seattle-Tacoma International Airport - Project Manager
» Reid-Hillview Airport EIR Noise Element, East San Jose, CA - Principal-in-Charge

Craig Twibell PE, ACE
NAVAIDs

Mr. Twibell serves as the Airfield Electrical Discipline Leader for RS&H's Aviation Practice. He has more than 20 years of experience with a variety of airfield electrical and NAVAID projects, as well as extensive knowledge of low to medium voltage power distribution and communication systems for buildings and transportation related projects.

Featured Projects
» Additional Engineering Services for Taxiway C, D, M, and Taxilane F Rehabilitation; Boise, Idaho - Lead Electrical Engineer.
» Boise Radio Airfield Lighting Control; Boise, Idaho - Project Manager.
» Runway 10L/28R Design and Construction Administration Services; Boise, Idaho - Lead Electrical Engineer.
» Taxiway B Extension Design and Bidding; Boise, Idaho - Engineer-of-Record.
» Taxiway B Extension Construction Administration and Resident Project Representative Services; Boise, Idaho - Senior Electrical Engineer.
JULIE CHIGBROW
Public Outreach

Ms. Chigbrow is a Senior Account Executive at Red Sky. With a focus on public engagement and a strong background in social media, she develops messaging and content to establish a level playing field for all audiences and stakeholders. She has led communication initiatives for clients ranging from Software as a service (SaaS) to destination marketing to grassroots community issues. Julie will be responsible for stakeholder research, coordinating open house workshops, and managing media relations and public outreach.

Featured Projects
» CCDC-Shoreline District Community Engagement; Boise, ID - Public Outreach.
» Tobacco 21 Idaho Coalition Communication & Education Campaign, Boise, ID - Public Outreach.
» Glass Creek/Plantation Country Club Community Engagement, Boise, ID - Public Outreach.
» City of Boise/West Downtown Neighborhood Plan; Boise, ID - Public Outreach.
» Idaho National Laboratory Community Engagement; Idaho Falls, ID - Public Outreach.

MICHAEL BECKER AICP, CM
Airport Planning

Mr. Becker has more than 20 years of experience managing and supporting airport planning projects, including master plans, advanced terminal area studies, facility programming services, environmental documentation, conceptual site development studies, airport layout plans and eALPs, feasibility studies, Capital Improvement Plan development and implementation strategies. His extensive experience also includes serving as Airport Manager at Yellowstone Regional Airport and McCall Municipal Airport. In addition to his airport management experience, he is a former Aircraft Rescue Fire Fighter and a commercial-rated pilot.

Featured Projects
» Future Cargo Site Planning Study; Boise Airport, Boise, Idaho - Planner.
» Master Plan; Casper/Natrona County International Airport Casper, Wyoming - Project Manager.
» Centennial Airport Master Plan; Centennial Airport, Englewood, Colorado - Project Manager.
» Airport Layout Plan Update; Colorado Springs Airport, Colorado Springs, Colorado - Project Manager.
» Master Plan Update; Ted Stevens Anchorage International Airport, Anchorage, Alaska - Lead Planner.
GREG RILEY PE
Airport Engineering

Mr. Riley serves as a Project Manager and Senior Aviation Engineer. His responsibilities include project management, all aspects of design engineering, and contract/construction administration. He has 35 years of experience as a Project Manager, Project Engineer, Design Engineer, and Resident Project Engineer. He has experience in civil engineering design for airports and municipalities. His experience provides in-depth airfield experience in engineering design and construction as well as support to building, environmental, and planning services. Member, American Society of Civil Engineers (ASCE).

Featured Projects
» Runway 10L/28R Design Services; Boise Airport, Boise, Idaho - Project Manager.
» Taxiway B Extension Construction Administration and Resident Project Representative Services; Boise Airport, Boise, Idaho - Project Manager.
» FedEx Cargo Facility Categorical Exclusion Documentation; Boise Airport, Boise, Idaho - Project Director.
» Boise Concourse A Expansion; Boise Airport, Boise, Idaho - Engineering.
» Taxiway C Reconstruction; Colorado Springs Airport, Colorado Springs, Colorado - Engineering.
V.
SBE SMALL BUSINESS ENTERPRISE & DBE
V. SBE SMALL BUSINESS ENTERPRISE & DBE

RS&H has a strong corporate commitment to the local small and disadvantaged business community. Over the past decade, RS&H has searched and worked with 260 DBE firms resulting in more than $60 million in fees being paid to RS&H’s DBE partners. The firm’s formal policy and corporate culture is to involve DBE firms in meaningful project assignments in order to not only meet a fiscal commitment, but to truly mentor them in providing services. The table below highlights RS&H’s current and recent DBE contract performance.

<table>
<thead>
<tr>
<th>Airport / Project</th>
<th>DBE Goal</th>
<th>Actual DBE Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houston Airport System On-Call Engineering Design Services - Current</td>
<td>30.0%</td>
<td>39.8%</td>
</tr>
<tr>
<td>Houston Airport System On-Call Environmental Services – Current</td>
<td>30.0%</td>
<td>38.5%</td>
</tr>
<tr>
<td>Houston Airport System Taxiway WA and WB Rehab at IAH</td>
<td>30.0%</td>
<td>35.4%</td>
</tr>
<tr>
<td>Austin-Bergstrom International Airport Consulting Services 2009-2012</td>
<td>31.6%</td>
<td>41.0%</td>
</tr>
<tr>
<td>Austin-Bergstrom International Airport Consulting Services 2012-2015</td>
<td>31.6%</td>
<td>38.7%</td>
</tr>
<tr>
<td>Austin-Bergstrom International Airport Consulting Services 2015-Current</td>
<td>31.6%</td>
<td>49.3%</td>
</tr>
<tr>
<td>San Antonio International Consulting Services 2011</td>
<td>30.0%</td>
<td>30.5%</td>
</tr>
<tr>
<td>Denver International Airport On-Call Airfield Engineering Services</td>
<td>9.0%</td>
<td>22.3%</td>
</tr>
<tr>
<td>Detroit Metropolitan Wayne County Airport – General Consulting</td>
<td>22.0%</td>
<td>29.0%</td>
</tr>
<tr>
<td>Detroit Willow Run – General Consulting 2004-2011</td>
<td>22.0%</td>
<td>28.2%</td>
</tr>
<tr>
<td>Fort Lauderdale-Hollywood Airfield Modifications 2007-2012</td>
<td>29.7%</td>
<td>33.7%</td>
</tr>
<tr>
<td>Los Angeles World Airports On-Call Planning Services - 2014</td>
<td>20.0%</td>
<td>25.5%</td>
</tr>
</tbody>
</table>

ASSUARANCE
RS&H has a track record of meeting and exceeding DBE Participation Goals. This is accomplished by building the process into the project formulation for each delivery order. A dedicated SBE, DBE Compliance Manager (CM) is responsible for tracking and monitoring compliance on ongoing and upcoming projects. The Project Manager coordinates with the CM at the onset of each delivery order and to develop team makeup for assignments. The Project Manager will work closely with BOI to ensure DBE contracting goals are maintained and exceeded throughout the duration of this contract.

PROPOSED METHODOLOGY AND SBE/DBE COMMITMENT
In order to ensure that our DBE participation commitment of up to 20 percent is achieved, we will utilize the services of the subconsultants in a variety of tasks. The specific tasks to be assigned are based on each minority firm’s areas of expertise as shown in the organizational chart and reiterated below. When one task is small or negligible for a specific assignment, we have the accommodations in our structure to increase the subconsultants involvement in other tasks. The flexibility of this approach will allow us to meet or exceed the commitments we have made.

Over the past decade, RS&H has searched and worked with 260 Small Business, Disadvantaged Business Enterprise (SBE, DBE) firms resulting in over $60 million in fees being paid to RS&H’s SBE, DBE partners.
VI. CAPABILITIES TO COMPLETE ALL ASPECTS OF THE PROJECT
VI. CAPABILITIES TO COMPLETE ALL ASPECTS OF THE PROJECT

**RFP:** VI. Capabilities to complete all aspects of the project; Describe capabilities to perform all the listed elements for the project. Describe capabilities of office where project work will be managed. Describe capabilities to meet deadlines.

UNDERSTANDING THE PROJECT

Getting a good start is essential to establish and maintain the focus needed to keep the EA process moving forward. Based on RS&H’s extensive NEPA experience, the FAA Northwest Mountain Region’s approach to NEPA works most efficiently when actions subject to NEPA are fully defined, meaning that the physical and operational parameters are understood, the need has been demonstrated, and the likely environmental consequences have been considered.

RS&H will prepare and manage the EA in full compliance with NEPA, CEQ regulations, FAA Orders 5050.4B and 1050.1F. Successfully completing the EA on schedule while minimizing cost to the City is RS&H’s prime objective. Our understanding of the project to meet the Airport’s objectives is based on our knowledge of the Airport, unmatched knowledge of the federal environmental disclosure process, and the specific issues to be resolved.

**EA PROCESS**

NEPA documents can be complex and require a comprehensive understanding of the policies and procedures contained in FAA Orders 1050.1F and 5050.4B, as well as the guidance provided in the 1050.1F Desk Reference. The RS&H Team has extensive experience with all of the environmental categories described in FAA Order 1050.1F and conducting technical studies such as noise modeling, wetland delineations, and other environmental analyses.

An EA assessing impacts to environmental resources does not have to be a voluminous document. Our approach will be to follow the FAA’s Interim Guidance on page limits for EAs, which states that the preparation of a short, succinct EA with detailed information appended or referenced and no more than 75 pages in length. Successfully completing this EA while minimizing cost impacts to the Airport is RS&H’s primary objective.

Our understanding of the project to meet the Airport’s objectives is based on our team’s knowledge of BOI, the federal environmental disclosure process, and the specific issues to be resolved in applying that process to this EA.

Communication is key for a successful and collaborative EA project. The Airport will benefit from the RS&H Team’s experience and will continue to benefit with as much or as little communication that is needed throughout the process. Ms. Barrow, Project Manager, and Mr. Sherrill, Project Officer, will ensure that client involvement is continuously integrated into our communication processes.

**RECOMMENDED APPROACH**

The RS&H Team understands that the Proposed Action at BOI is to relocate Runway 10R/28L and associated facilities, and other airfield improvements. Having prepared NEPA documentation on similar projects at other similar sized air carrier airports throughout the U.S., the RS&H Team understands that the impacts associated with the Proposed Action and our approach to preparing an EA reflects that understanding.

Our key personnel has a combined 175 years of aviation-specific airfield experience and has completed more than 901 similar airfield projects at similar size airports across the U.S.
**Study Design.** In our experience, solid planning information and a clear project definition at the start of the NEPA process is critical to the timely and effective preparation of an EA. Incomplete planning and insufficient data associated with a proposed project have a direct effect on the time and cost of preparing environmental documentation. Our team’s knowledge of the Airport, environmental setting, and NEPA, as well as close working relationship with RS&H Aviation Planners will prevent cost overruns and time delays resulting from poor analyses or extensive document revisions. RS&H has collaborated with proposed team members and reviewed, in detail, the project description and environmental information within the Proposed Action footprint for the Runway 10R/28L incursion mitigation and RIM improvements to gain a complete understanding of the components and objectives. Our team conducted preliminary database searches, map/aerial investigations, and other research.

**Scoping.** Scoping meetings are optional for EAs; however, conducting a scoping meeting at the start of the EA process will demonstrate to the community that the concerns of the Airport tenants, local citizens, and agencies will be addressed during the process. Given the magnitude of the Proposed Action, RS&H recommends holding a scoping meeting. Consistent with the strategy RS&H has used for other projects, the scoping meeting will occur in the form of an open-house public workshop. This will enable the community and agencies to
learn and ask questions about the Proposed Action and the environmental categories that will be studied in the EA, as well as an opportunity to provide oral or written input. This approach enables the public and agencies to be engaged and for RS&H to gain a better understanding of the issues of all community members.

**Proposed Action.** The development of a Proposed Action description needs to be in terms understandable to individuals who are unfamiliar with aviation activities. The Proposed Action description will be coordinated with Airport staff to ensure that all project components are accurately described while being conscience of limiting FAA technical language for an easier review by the public and agencies.

**Purpose and Need.** Our development of a clear and concise Purpose and Need statement with measurable objectives for the Proposed Action will largely define the criteria for assessing alternatives. The Purpose and Need statement will be coordinated with the FAA, as directed in FAA Order 5050.4B.

**Alternatives.** RS&H has prepared many alternatives chapters for NEPA documents. Our development of a “range of reasonable alternatives” include persuasive reasoning, with careful reference to analysis. To the greatest extent possible, RS&H will use the planning provided in the Airport Master Plan Update. If needed, RS&H Aviation Planners will be consulted to avoid duplication and inconsistency with the planning efforts to be completed for this EA.

**Affected Environment.** RS&H will develop one or two study areas, that will be used for the EA; an Airport Study Area and/or a Regional Study Area. The boundary(ies) of the study area(s) will be presented on a map. To the greatest extent, RS&H will rely on data provided by Airport staff and will prepare a data request at the beginning of the EA for Airport staff that identifies other data that will be useful in preparing the EA. The Airport has almost completed their Airport Master Plan Update. As such, data that RS&H will use for the preparation of the EA is relevant and the RS&H Team will use this data as much as practicable. RS&H will supplement this data, as necessary, through additional research.

**Environmental Consequences.** RS&H will analyze the impacts of the Proposed Action using the impact categories identified in FAA Order 1050.1F, Section 4-1 and will follow methodologies that have been tested and approved by review agencies and are applicable for the type of impact category evaluated. Key impact categories and issues to decision making will receive more detailed analysis, while those issues that do not directly affect the overall decision-making process will be assessed in general terms. Brief explanations will be provided for those environmental resource categories that would not be affected by the Proposed Action, thereby helping to keep project costs lower for the Airport. The intent of this approach is to focus the EA on only those environmental resource categories that have the potential to result in project-related impacts, thereby saving the Authority time and money.
KEY ISSUES

Noise and Noise-Compatible Land Use. RS&H Team member, HMMH, will prepare noise contour maps for the No Action Alternative, the Proposed Action, and reasonable alternatives. The maps will be developed with the FAA’s Aviation Environmental Design Tool (AEDT) and will express noise in terms of Day-Night Average Sound Level (DNL) noise contours. Noise contours will be developed in five-decibel intervals from 65 DNL to the highest level falling outside of existing Airport boundaries.

HMMH will use aircraft activity levels from the Airport Master Plan Update for the base year and forecasted five years in the future (to be coordinated with the FAA), and will also use data from the Airport’s 2015 14 Code of Federal Regulations (CFR) Part 150 Noise Study Update, as applicable. HMMH shall use the forecasts to determine project-induced noise impacts (i.e., noise exposure differences) for the alternatives considered. Impacts will be relative to the noise impacts the No Action Alternative would cause during the opening year and 5-years from project build out. Differences in noise levels between the No Action Alternative for those years and the Proposed Action and the reasonable alternatives will be shown on noise exposure maps and discussed. The RS&H Team will use that information to identify project-induced changes in noise contours and determine if those changes will or will not significantly affect noise sensitive resources.

Agency Coordination. The FAA will be required to consult with regulatory agencies to comply with the Clean Water Act, Section 106 of the National Historic Preservation Act, and Executive Order 11990 (Wetlands), as well as other federal rules and regulations. The degree of consultation and coordination with the U.S. Army Corps of Engineers (USACE), the Idaho State Historic Preservation Officer (SHPO), and various other agencies (local, state, and federal) will depend on the impacts that are identified in the EA.

Additionally, FAA coordination will need to occur for the interim and final flight procedures and NAVAIDs relocation. RS&H will work in close coordination with the FAA’s NAVAID engineers on an iterative process of design, comment, and revision at all project levels. RS&H will also maintain regular contact with the NAVAID engineers so that there is a zero delay in developing designs so that locations of relocated NAVAIDs can be analyzed in the EA.

To successfully accomplish this Agency Coordination, the RS&H Team will use their extensive experience developing and managing multilevel agency coordination programs and environmental documents associated with airport development projects across the U.S. The RS&H Team approach to these coordination efforts will ensure each agency, and their associated requirements, are consulted early in the process. These requirements are then integrated into the overall project approach, to ensure that each applicable process advances in concert with the EA and not duplicate efforts. Benefiting BOI by keeping the project on schedule.

The RS&H Team approach to agency coordination efforts is early contact with each agency and communicate associated requirements early in the process.
**Fill Material/Hazardous Materials.** Hazardous materials have been known to be present in the soil near Taxiway S, which is in the Proposed Action’s footprint, specifically for the proposed runway extension. Therefore, it is possible that hazardous materials may be present in the soil. RS&H will work with the Airport to ensure, and document in the EA that any contaminated soil is properly disposed. Depending on the presence of hazardous materials within the runway extension footprint, the use and location of fill material will need to be analyzed in the EA.

**Air Quality.** The Boise Metropolitan Area is designated by the U.S. Environmental Protection Agency as being in a maintenance area for the carbon monoxide (CO) and particulate matter-10 (PM-10) National Ambient Air Quality Standards (NAAQS). The Proposed Action is not a capacity project, nor will it induce more operations. As a result, the focus of the RS&H Team’s air quality analysis will be on construction-related air pollutant emissions associated with the Proposed Action. The RS&H Team shall document the potential for air quality impacts the No Action Alternative, Proposed Action, and reasonable alternatives would cause. To do so, the RS&H Team will use existing documentation to collect background information on existing primary air pollutant levels in the project area. The RS&H Team will prepare a construction emissions inventory to demonstrate that the changes in airfield configuration and the earthmoving activities would not result in the potential for pollutant concentrations that exceed the NAAQS.

**Public Involvement.** RS&H Team member, Red Sky, has successfully provided such services for the City and combines exceptional skill in preparing public outreach programs with a thorough understanding of local concerns and issues. Public outreach strategies that have been successfully implemented by RS&H on a variety of other airport development projects including preparing a Public Involvement Plan at the onset of each EA. This will identify all opportunities for public input into the EA process and will assist in managing the expectations of the local community with respect to when and how their input will be sought. The Public Involvement Plan is written with the intent of providing opportunities to educate the public about the Proposed Action, as well as about the issues being discussed and resolved as part of the environmental review process.

RS&H expects that at least one public meeting to follow publication of the draft EA, should Airport staff and FAA elect to do so. In support of the meeting, RS&H will follow the format developed in the Public Involvement Plan and be responsible for: 1) preparing a legal Notice of Opportunity for a Public Meeting and placing ads in the local newspapers at least 30 days prior to the date of the meeting; 2) developing the logistics for the public meeting; 3) preparing and producing supporting materials; and 4) attending, participating, and facilitating the public meeting.

**Archaeological/Cultural Resources.** An Airport-wide Cultural Clearance Report (Report) was prepared during the Airport Master Plan Update. The Report investigated the Proposed Action’s footprint and found no archaeological and cultural resources. A determination of No Adverse Effect on archaeological and cultural resources was made; however, those eligibility findings were not coordinated with the FAA or the Idaho State Historic Preservation Officer (SHPO). The RS&H Team will use the Report as the basis for assisting the FAA with Section 106 consultation with the Idaho SHPO to ensure that all cultural resources are properly evaluated and protected.
obtain concurrence with the eligibility determinations. Additionally, according to the Report, the New York Canal (Canal) is eligible for listing in the National Register of Historic Places. Any impact to this resource would also require consultation with the Idaho SHPO. For additional information regarding the Canal, please see wetlands below.

**Wetlands.** The Canal is just outside of the Proposed Action footprint. The waterway serves as the main source of irrigation for areas surrounding the Airport and diverts water from the Boise River to farmland south/southwest of the Airport. According to the National Wetlands Inventory, the Canal is classified as a riverine and therefore, any physical alterations to the canal would require coordination with the U.S. Army Corps of Engineers (USACE).

**Mitigation.** There could be the potential for some of the project components contained in the EA to affect environmental resources. If that occurs, suitable specific mitigation measures will be identified and evaluated for the practicability of such measures to reduce all impacts to a less-than-significant level. Mitigation measures will be coordinated with the appropriate oversight agency.

**Project Management.** RS&H will prepare a Project Management Plan at the onset of the EA that will focus on the following sections: Plan of Study (detailed descriptions of all work to be performed), Project Assignments, Project Schedule, List of Key Personnel, and Meeting List/Attendance Roster. The Project Management Plan will be submitted to Airport staff for review and approval. The RS&H Team Project Manager for the EA, Ms. Julie Barrow, will coordinate bi-weekly conference calls as needed for the Proposed Action. It is envisioned that the participants in the conference calls will be RS&H Key Personnel and an Airport staff representative. Others may participate, as appropriate. RS&H will be responsible for setting up the meetings, preparing the agendas, preparing the meeting minutes, and sharing information before and after the meeting. The intent behind the conference calls is to facilitate the exchange of information, keep the project on schedule, and for Airport staff to be fully apprised of the progress being made by RS&H. RS&H will utilize Zoom, a software-based video and web conferencing program, for these conference calls. Zoom allows for real-time coordination and collaboration from multiple project team members in multiple office locations at once.

**QUALITY MANAGEMENT**

The RS&H Quality Management (QM) process begins before the work starts by gaining a thorough understanding of the Airport’s needs and involving technical experts in the key disciplines. Our Quality Management Team members will focus on:

- **Quality of Service** – This means providing outstanding technical knowledge in a professional, courteous, and enthusiastic manner. Our services will be such that the project is trouble-free and actually enjoyable for the Airport, and our services are effective and efficient.

- **Quality of Product** – The final product that the Airport receives will be of such high quality that the Airport, RS&H, and all individuals involved in the project are proud to have their names associated with it.

At the start of the project, Ms. Barrow will work with the Airport and the RS&H Team to ensure that the scope of work meets the needs of the Airport and is
The RS&H Team technical experts have extensive experience in managing the issues that can arise in providing environmental services to airport clients. By drawing on this experience, Ms. Barrow will be able to identify risks to schedule and budget at the outset of the project.

As Project Manager, Ms. Barrow will build on this foundation by incorporating the proven RS&H approach to maintaining high standards of quality that includes QM elements. The QM process will involve RS&H Team members as well as technical experts not directly involved in the project to obtain an independent, objective review. Additionally, the process is required by RS&H SOPs, including the following:

- Systematic checking within a discipline
- Interdisciplinary document reviews
- Independent project peer reviews

As the Project Officer, Mr. Broutin Sherrill, will verify that the requirements of RS&H SOPs have been integrated into the project-specific plan and will follow up to verify compliance. Mr. Dave Full, Quality Management, will apply his experience and knowledge to ensure the quality of the EA meets the FAA Orders and helps the FAA quickly review the document. RS&H quality documents save project time and keep the EA moving forward to an FAA decision.

As the project progresses, team members will monitor their individual tasks according to budget and schedule and report task status to the Project Manager on a weekly basis. Ms. Barrow will assemble and use this information to monitor the overall project progress. Additionally, on a weekly basis, Ms. Barrow will review all labor and direct costs from reports generated by RS&H’s cost accounting system. All project costs are evaluated for each week’s efforts, as well as inception to date.

**CAPABILITIES OF MAIN PROJECT OFFICE LOCATION**

RS&H’s Denver office will serve as the main project office for the EA. Airport staff will benefit because RS&H’s Project Manager, environmental planners, and technical experts are located in the main project office. Additionally, Aviation is the core expertise in RS&H’s Denver office. Regardless of the complexity of the EA, RS&H can provide subject matter experts for any environmental issue. RS&H’s Denver office is comprised of professionals encompassing all disciplines who collaborate on projects to integrate environmental, engineering, and architecture considerations into the planning solutions. RS&H engages experts from all disciplines to provide a more comprehensive analysis that coordinates the interrelationships between terminal, airside, and landside functions to deliver solutions that balance functional and operational requirements. The table below shows the number of staff and dedicated Aviation staff located in our main project office, Denver, as well as available staff to draw upon nationally, if needed.
ABILITY TO MEET DEADLINES
RS&H recognizes that not all aspects of NEPA documentation are controlled by the RS&H Team. Thus, there are several areas where missed deadlines can occur. RS&H has worked through each of these issues on previous projects and have successfully prepared NEPA documentation under very ambitious deadlines and tight timeframes. Having environmental planners dedicated to aviation projects is a benefit to Airport staff because RS&H has developed techniques to keep projects on track and has demonstrated our willingness and ability to do what is necessary to meet project deadlines. Potential issues regarding deadlines include:

» FAA review. The schedule for FAA review can be dependent on the workload of the agency and how quickly the Environmental Protection Specialist can begin review and what other projects have demands on his/her time.

» Boise Airport staff review. A portion of the responsibility for the timely completion of the EA is with Airport staff. Our preparation of complete and accurate documentation is intended to make the task of reviewing draft documents as easy as possible. Thus, in this way, the RS&H Team assists Airport staff in meeting deadlines for review of draft documentation.

» Coordination with regulatory agencies. Many regulatory agencies have many projects to review and this EA has to compete for the time of agency staff. By working with the regulatory agencies early in the process and outlining the expectations of the agency, the RS&H Team can prepare EA that meets those expectations and expedites agency review.

As examples of our ability to meet aggressive deadlines, the environmental documentation for the replacement terminal project at Hollywood-Burbank Airport was completed in eight months and the EA for the replacement passenger terminal and enabling projects at Des Moines International Airport was completed in thirteen months (from start of the project through FAA approval of the FONSI).
The schedule presented below represents an EA schedule and shows how the RS&H Team would conduct tasks concurrently in order to advance the schedule for each task throughout the preparation of the EA.

### EA PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Task</th>
<th>MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Notice to Proceed</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Study Design</strong></td>
<td></td>
</tr>
<tr>
<td>Mobilization / Contracts</td>
<td></td>
</tr>
<tr>
<td>Review Airport Planning</td>
<td></td>
</tr>
<tr>
<td>Project Definition / Plan of Study</td>
<td></td>
</tr>
<tr>
<td>Data Collection / Special Purpose Law Agency Coordination</td>
<td></td>
</tr>
<tr>
<td><strong>Purpose and Need and Alternatives Analysis</strong></td>
<td></td>
</tr>
<tr>
<td>Purpose and Need</td>
<td></td>
</tr>
<tr>
<td>Alternatives Analysis</td>
<td></td>
</tr>
<tr>
<td><strong>Scoping</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Affected Environment</strong></td>
<td></td>
</tr>
<tr>
<td>Environmental Consequences</td>
<td></td>
</tr>
<tr>
<td><strong>Draft EA - Preparation and Publication</strong></td>
<td></td>
</tr>
<tr>
<td>Public Involvement Plan</td>
<td></td>
</tr>
<tr>
<td>Final EA - Preparation and Publication</td>
<td></td>
</tr>
<tr>
<td>FONSI</td>
<td></td>
</tr>
<tr>
<td><strong>Project Management</strong></td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td></td>
</tr>
<tr>
<td>Schedule</td>
<td></td>
</tr>
<tr>
<td>Project File / Administrative Record</td>
<td></td>
</tr>
</tbody>
</table>

**Legend:** ★ = milestone
REFERENCES
VII. REFERENCES

**RFP:** VII. References; Provide at least three (3) client references that have direct knowledge of your environmental assessment work. Do not use any current City of Boise employees as references.

### RFP 20-178
**BOISE AIRPORT RUNWAY 10R/28L INCURSION MITIGATION AND RIM IMPROVEMENTS ENVIRONMENTAL ASSESSMENT**

Return with Bid Proposal

**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>Des Moines International Airport (DSM)</th>
<th>5800 Fleur Drive, Suite 216</th>
<th>515-256-5160</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td>Bryan Belt, Director of Engineering and Planning</td>
<td>Des Moines, IA</td>
<td>50321</td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rocky Mountain Metropolitan Airport (BJC)</th>
<th>9085 East Mineral Circle, Suite 315</th>
<th>303-792-5206</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td>Bryan Johnson, Former Airport Director</td>
<td>Centennial, CO</td>
<td>80112</td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Charles M. Schulz - Sonoma County Airport (STS)</th>
<th>2290 Airport Boulevard</th>
<th>707-565-5243</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name)</td>
<td>(Address)</td>
<td>(Phone)</td>
</tr>
<tr>
<td>Jon Stout, Airport Manager</td>
<td>Santa Rosa, CA</td>
<td>95403</td>
</tr>
<tr>
<td>(Contact)</td>
<td>(City/State)</td>
<td>(Zip Code)</td>
</tr>
</tbody>
</table>
PROFESSIONAL SERVICES CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 20-178

Project: Boise Airport Runway 10R/28L Incursion Mitigation and RIM Improvements
Environmental Assessment

Consultant: RS&H Idaho, P.C., (RS&H)

Owner: Department of Aviation, 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 "City", and RS&H Idaho, P.C., (RS&H), 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    Liability Insurance
   Contract Agreement  Automobile Insurance
   Specifications    Workers' Compensation
   Acknowledgement  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 365 days from the date hereof. The term may be modified by mutual written agreement of the parties.

3. Indemnification and Insurance: With respect to acts, errors or omissions in the performance of professional services, Consultant 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 Consultant, 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, Consultant 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 Consultant’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, 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 the not to exceed amount of Six Hundred Fifteen Thousand and Nine Hundred Forty Dollars ($615,940.00). 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: Consultant will invoice the Airport, 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:
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 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 Consultant, sub-recipient, or subConsultant 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 Consultant’s responsibility to ensure that the sub-Consultant is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Consultant’s responsibility to ensure that all sub-Consultants are in compliance with these requirements as well. Failure by the Consultant 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 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**: NA

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

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

RS&H, Idaho, P.C.
4582 S Ulster Street, Ste 1100
Denver, CO 80237

5/28/2020

Signature
Rodney Bishop

Date

Print Name

ACKNOWLEDGEMENT

State of _______.)

County of _______.}

On this ____ 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)
RFP 20-178

APPROVED AS TO FORM AND CONTENT:

[Signature]
5/26/20

Department Date

[Signature]
5/26/20
Purchasing Agent Date

[Signature]
5/26/20
Legal Department Date

CITY OF BOISE

APPROVED BY:

________________________
Mayor Date

ATTEST: CONTRACT AMOUNT:
________________________
City Clerk Date

$615,940.00
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 sub-tier 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);
RFP 20-178

- 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.
Runway 10R/28L Incursion Mitigation and RIM Improvements Environmental Assessment

Scope of Services
Runway 10R/28L Incursion Mitigation and RIM Improvements

Environmental Assessment

Scope of Services

DRAFT
Volume No. 3
April 2020
Boise/Ada County, Idaho
Financial Project No.: 00000
Contract No.: 000-000
RS&H No.: 225-0056-000

Prepared by RS&H, Inc. at the direction of the City of Boise
# TABLE OF CONTENTS

Introduction ................................................................................................................................. 1  
**Task 1** Scope Development .................................................................................................. 1  
**Task 2** Kickoff Meeting ......................................................................................................... 2  
**Task 3** Data Collection .......................................................................................................... 2  
**Task 4** Develop Forecasts, Project Description, Purpose and Need, and Alternatives ........... 3  
  **Task 4.1** Verify Forecasts ..................................................................................................... 3  
  **Task 4.2** Description of Proposed Action ........................................................................... 3  
  **Task 4.3** Purpose and Need Statement .............................................................................. 3  
  **Task 4.4** Identification and Evaluation of Alternatives ....................................................... 4  
**Task 5** Scoping ....................................................................................................................... 4  
  **Task 5.1** Approach and Logistics for Scoping Meeting ....................................................... 4  
  **Task 5.2** Collateral Materials for Scoping Meeting ............................................................. 5  
  **Task 5.3** Attendance at Scoping Meeting ......................................................................... 5  
  **Task 5.4** Scoping Report ..................................................................................................... 5  
**Task 6** Affected Environment ............................................................................................... 6  
  **Task 6.1** Air Quality ............................................................................................................ 7  
  **Task 6.2** Biological Resources .......................................................................................... 7  
  **Task 6.3** Climate .................................................................................................................. 7  
  **Task 6.4** Coastal Resources ............................................................................................... 7  
  **Task 6.5** Department of Transportation, Section 4(f) ........................................................ 7  
  **Task 6.6** Farmlands ............................................................................................................ 7  
  **Task 6.7** Hazardous Materials, Solid Waste, and Pollution Prevention ............................. 8  
  **Task 6.8** Historical, Architectural, Archaeological, and Cultural Resources .................... 8  
  **Task 6.9** Land Use ............................................................................................................. 8  
  **Task 6.10** Natural Resources and Energy Supply ................................................................. 8  
  **Task 6.11** Noise and Noise-Compatible Land Use ............................................................... 8  
  **Task 6.12** Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks .................................................................................................................. 9  
  **Task 6.13** Visual Effects ...................................................................................................... 9  
  **Task 6.14** Water Resources ............................................................................................... 9  
  **Task 6.15** Cumulative Projects .......................................................................................... 10  
  **Task 6.16** Topographic Survey ........................................................................................... 10  
**Task 7** Environmental Consequences .................................................................................. 11  
  **Task 7.1** Air Quality ........................................................................................................... 11  
  **Task 7.2** Biological Resources .......................................................................................... 12  
  **Task 7.3** Climate .................................................................................................................. 12  
  **Task 7.4** Department of Transportation, Section 4(f) ........................................................ 12
### SCOPE OF SERVICES

| Task 7.5 | Hazardous Materials, Solid Waste, and Pollution Prevention | 13 |
| Task 7.6 | Historical, Architectural, Archaeological, and Cultural Resources | 13 |
| Task 7.7 | Land Use | 13 |
| Task 7.8 | Natural Resources and Energy Supply | 13 |
| Task 7.9 | Noise and Noise-Compatible Land Use | 14 |
| Task 7.10 | Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks | 15 |
| Task 7.11 | Visual Effects | 15 |
| Task 7.12 | Water Resources | 15 |
| Task 7.13 | Cumulative Impacts | 16 |
| Task 8 | Prepare Preliminary Draft EA | 17 |
| Task 9 | Draft EA Publication | 17 |
| Task 9.1 | Finalize Draft EA | 17 |
| Task 9.2 | Draft EA Production | 17 |
| Task 9.3 | Draft EA Notice of Availability | 18 |
| Task 10 | Public Workshop | 18 |
| Task 10.1 | Approach and Arrange Logistics for Public Workshop | 18 |
| Task 10.2 | Collateral Materials for Public Workshop | 18 |
| Task 10.3 | Attendance at Public Workshop | 18 |
| Task 11 | Prepare Preliminary Final EA | 19 |
| Task 12 | Publish Final EA | 20 |
| Task 13 | Public Outreach | 21 |
| Task 13.1 | Public Involvement Plan | 21 |
| Task 13.2 | Key Stakeholder / Mailing List | 21 |
| Task 14 | Airport / FAA NAVAID Coordination Support | 22 |
| Task 15 | Project Management | 22 |
| Task 15.1 | Project Management Plan | 22 |
| Task 15.2 | Airport Coordination | 23 |
| Task 15.3 | Consultant Coordination | 23 |
| Task 15.4 | Project Management Tasks | 23 |
| Task 15.5 | Administrative File | 24 |
INTRODUCTION

This document describes the technical approach to the scope of services necessary for the successful completion of an Environmental Assessment (EA) for the Runway 10R/28L runway extension and RIM project (Proposed Action) at Boise Airport (Airport). Additional project components include correcting airfield geometry and relocation of navigational aids (NAVAIDs). As applied, these tasks will meet all necessary requirements of the National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) regulations, Federal Aviation Administration (FAA) Order 1050.1F, Environmental Impacts: Policies and Procedures, FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, other FAA Orders, guidance, Advisory Circulars (ACs), all special purpose laws, and federal, state, and local laws and regulations. Consistent with interim FAA guidance,¹ the EA will be completed with the required two-year timeframe and will be no longer than 75 pages.²

TASK 1  SCOPE DEVELOPMENT

The RS&H Team has prepared this draft scope of services for review by the Airport and the Federal Aviation Administration (FAA). This portion of the process will begin with the verification and identification of potential project impacts to be addressed in the EA. Additionally, the level of analysis for the potential project impacts will be determined. It is anticipated that the draft scope of services will be reviewed by the Airport, as well as the FAA, and that the RS&H Team will need to make refinements before the scope of services is finalized and a contract is executed. The RS&H Team will coordinate with the Airport and each subconsultant and anticipates one (1) round of revisions before the scope is finalized. It is assumed that the Airport will deliver all documents to the FAA on behalf of RS&H.

Task 1 Deliverables

The following deliverables are anticipated for Task 1:

» RS&H will deliver one (1) electronic version of the draft scope of services in Word format to the Airport for review and comment.

» RS&H will deliver one (1) electronic version of the revised draft scope of services in Word format to the Airport to deliver to the FAA for review and comment.

» RS&H will deliver one (1) electronic version of the final scope of services in PDF format to the Airport, who will deliver to the FAA.

» It is assumed that one (1) electronic version of the final scope of services will be needed to complete the Independent Fee Estimate (IFE), which RS&H will provide in PDF format.

Task 1 Meetings

The following meeting is anticipated for Task 1:

» Up to two (2) RS&H Team members will participate in a maximum of two (2) conference calls to discuss comments and/or responses to comments on the scope of services.

² A page is generally defined a full-page of text of about 500 words with no graphics or tables. If a page has a split page of text and a graphic or table, the page will not be included in the 75-page count.
**TASK 2  KICKOFF MEETING**

The RS&H Team will coordinate and facilitate a meeting for the purposes of outlining the tasks and responsibilities for the data collection and scoping sessions. Additional items to be discussed at the meeting are the proposed EA schedule and the Project Management Plan. Questions regarding project logistics (e.g., invoicing format, document and graphics standards, Administrative File requirements, and Airport Team directory) and coordination procedures (e.g., specific email subject line, etc.) will also be addressed during this meeting.

This meeting is projected to occur as soon as possible following the notice to proceed and signed purchase order from the Airport. Key RS&H Team members will attend the meeting virtually. RS&H will set up the virtual meeting and this meeting will be facilitated by the RS&H Team Project Manager. An agenda for the meeting will be prepared for Airport staff review and approval prior to the meeting.

**Task 2 Deliverables**
The following deliverables are anticipated for Task 2:

» RS&H will deliver one (1) electronic version of the kickoff meeting agenda electronically in Word format to Airport staff for review and approval.

**Task 2 Meetings**
The following meetings are anticipated for Task 2:

» Up to five (5) RS&H Team members will participate in the virtual kickoff meeting.

**TASK 3  DATA COLLECTION**

The RS&H Team will review the relevant documents that have been previously prepared for the Airport. These documents include the 2019 Master Plan Update, Wildlife Hazard Management Plan, Cultural Clearance Report, other documents from the Airport, and will be related to past technical studies that have been conducted for the project site and previous studies and preliminary environmental review documentation prepared for the Airport. Data already collected will be considered accurate, provided the information is no greater than three years old. Where data collection will be necessary, it is described in the appropriate environmental topic. Additional data will be collected as part of Task 7.

**Task 3 Deliverables**
The following deliverables are anticipated for Task 3:

» No deliverables are anticipated for this task.

**Task 3 Meetings**
The following meetings are anticipated for Task 3:

» Up to two (2) RS&H Team members will participate in no more than four (4) conference calls for data collection needs.
TASK 4   DEPLOY FORECASTS, PROJECT DESCRIPTION, PURPOSE AND NEED, AND ALTERNATIVES

Task 4.1   Verify Forecasts
Acceptable aviation operations forecasts are critical to assessing the environmental impacts of a Proposed Action. The RS&H Team will base its analyses on the forecasts prepared for the 2019 Master Plan Update and compare the data with the FAA’s most recent Terminal Area Forecasts (TAF) for the Airport. If the forecasts are within ten percent of the TAF,³ the RS&H Team will use the forecasts for the opening project plus five years’ time period. However, if the forecasts are more than ten percent, the RS&H Team will work with the Airport to resolve any inconsistencies between the data.

The RS&H Team will provide text and tables to support the use of the forecasts described above for the necessary analyses in a forecast memo and submit one (1) electronic version to the Airport for review and comment.

Task 4.2   Description of Proposed Action
The RS&H Team will coordinate with the Airport to fully describe the Proposed Action and all the various components of the Proposed Action. Each component will be described and identified in terms of phasing. The RS&H Team will use graphics to depict the various components of the Proposed Action. The RS&H Team will set up a conference call that includes the Airport and the FAA for purposes of finalizing the Description of the Proposed Action.

The RS&H Team will submit one (1) electronic version of the draft Description of the Proposed Action chapter (to be Chapter 1 of the EA) to the Airport and FAA for review.

Task 4.3   Purpose and Need Statement
The RS&H Team will develop a Purpose and Need statement as directed in FAA Order 1050.1F to succinctly describe the objectives to be achieved by the Proposed Action. The statement will be described in terms understandable to individuals who are not familiar with aviation activities.

The draft Purpose statement will describe what problems the Airport is trying to solve regarding Runway 10R/28L. The draft Need statement will describe why the Airport wishes and needs to solve those problems. It will also provide the parameters that will help define the range of alternatives to be considered in the EA. The RS&H Team will set up a conference call that includes the Airport and the FAA for purposes of discussing the Purpose and Need statement.

The RS&H Team will submit one (1) electronic version of the draft Purpose and Need chapter (to be Chapter 2 of the EA) to the Airport and FAA for review.

Task 4.4 Identification and Evaluation of Alternatives
Criteria for evaluating alternatives and determining whether an alternative is considered in the EA will be explained. Using the 2019 Master Plan Update as a starting point, the RS&H Team will prepare text, charts and tables to show how the alternatives were evaluated and show which alternatives would be considered for evaluation in the EA. The RS&H Team will set up a conference call that includes the Airport and the FAA for purposes of discussing the Alternatives screening process.

The RS&H Team will submit one (1) electronic version of the draft Alternatives chapter (to be included as Chapter 3 of the EA) to the Airport and FAA for review and comment.

Task 4 Deliverables
The following deliverables are anticipated for Task 4:

- The RS&H Team will provide one (1) electronic version of the draft Forecast memo in Word format to the Airport for review. The Client will submit one (1) electronic version of the draft Forecast memo to the FAA for review.
- The RS&H Team will provide one (1) electronic version of the draft Description of the Proposed Action chapter in Word format to the Airport for review. The Airport will submit one (1) electronic version of the draft Description of the Proposed Action chapter to the FAA for review.
- The RS&H Team will provide one (1) electronic version of the draft Purpose and Need chapter in Word format to the Airport for review. The Airport will submit one (1) electronic version of the draft Purpose and Need chapter to the FAA for review.
- The RS&H Team will provide one (1) electronic version of the draft Alternatives chapter in Word format to the Airport for review. The Airport will submit one (1) electronic version of the draft Alternatives chapter to the FAA for review.

Task 4 Meetings
The following meetings are anticipated for Task 4:

- Up to two (2) RS&H Team members will participate in one (1) conference call with the Airport and the FAA to discuss the Description of Proposed Action.
- Up to two (2) RS&H Team members will participate in one (1) conference call with the Airport and the FAA to discuss the Purpose and Need statement.
- Up to two (2) RS&H Team members will participate in one (1) conference call with the Airport and the FAA to discuss the Alternatives screening process.

Task 5 Scoping
According to FAA Order 1050.1F, scoping for an EA is an optional task. However, given the magnitude of the Proposed Action and the amount of public interest in the recent Air Force meetings for the F-35 project, RS&H is recommending that a scoping session be held.

Task 5.1 Approach and Logistics for Scoping Meeting
The RS&H Team will provide all coordination, logistics, and facilitate a scoping session for agency representatives having responsibilities on the EA and a scoping session for the general public. The agency scoping session will occur during regular working hours to maximize attendance by agency officials. The
public scoping session will occur on a Tuesday, Wednesday, or Thursday during afternoon and/or evening hours to maximize attendance by the general public. The RS&H Team will prepare a Notice of Preparation for publication in a local newspaper and on the Airport’s website at least 20 days prior to the scoping meeting. The Notice of Preparation will advise the public of the preparation of the EA.

The RS&H Team will be responsible for:

» identifying the agencies to be invited;
» preparing the letter/informational package inviting agency representatives to attend the agency scoping meeting;
» preparing the notice of the public scoping meeting;
» developing the logistics for the agency and public scoping meeting;
» preparing all materials to be used;
» reproduction of all materials to be used;
» attending, participating, and facilitating the agency scoping session; and
» Attending, participating, and facilitating the public scoping meeting.

It is assumed that the scoping meeting will be held at the Airport. The RS&H Team will be responsible for publication of the notice of the public scoping meeting in the local newspaper and developing the key stakeholder mailing list (see Task 13.2).

Task 5.2 Collateral Materials for Scoping Meeting
The RS&H Team will prepare collateral materials (print) for the scoping meeting. These materials, which could include sign-in sheets, fact sheets, informational displays, and comment sheets, will be provided to the Airport and FAA for review and approval before production of the materials.

Task 5.3 Attendance at Scoping Meeting
The RS&H Team envisions the agency scoping meeting to consist of a formal presentation to the attendees followed by a session for agency representatives to ask questions and provide input into the scope of the EA. The RS&H Team will prepare a draft presentation for Airport and FAA review and comment. The RS&H Team will facilitate this meeting.

The public scoping meeting is envisioned to be in a workshop format. The public will be able to view informational displays explaining the EA process and identifying the issues to be studied (topics divided into stations), ask questions of Airport staff and the RS&H Team, and provide written comments at the meeting. The RS&H Team will facilitate this meeting.

Task 5.4 Scoping Report
Based on the comments received during the agency and public scoping meetings, the RS&H Team will prepare a scoping report that summarizes the comments received and how those comments will be addressed in the EA.
**Task 5 Deliverables**
The following deliverables are anticipated for Task 5:

- The RS&H Team will prepare one (1) electronic version of the agency invitation letter/package and agency invitation list in Word format for Airport and FAA review and comment. The revised agency letter/package will be mailed or emailed to the agencies.
- The RS&H Team will prepare one (1) electronic version of the agency scoping presentation in PowerPoint format for Airport and FAA review and comment. The revised agency scoping presentation will be used during the agency scoping meeting.
- The RS&H Team will prepare one (1) electronic version in Word format of the public scoping notice for Airport and FAA review and comment. The revised public scoping notice will be published on the Airport’s website and in one (1) local newspaper.
- The RS&H Team will prepare up to twenty (20) station displays in PowerPoint format for Airport and FAA review and comment. Revised station displays will be printed for use at the scoping meeting.
- The RS&H Team will prepare one (1) version in Word format of the scoping meeting sign-in sheets for Airport and FAA review and comment. The revised sign-in sheets will be used at the scoping meeting in print format.
- The RS&H Team will prepare one (1) version in Word format of the scoping meeting comment sheets for Airport and FAA review and comment. The revised comment sheets will be used at the scoping meeting in print format.
- The RS&H Team will prepare and print name badges for all Airport staff, RS&H Team staff, and FAA staff attending the scoping meeting.
- The RS&H Team will prepare one (1) electronic version in PDF and Word format a scoping report for Airport review and comment.
- The RS&H Team will prepare one (1) electronic version in PDF and Word format a revised scoping report for FAA review and comment.

**Task 5 Meetings**
The following meetings are anticipated for Task 5:

- Up to eight (8) RS&H Team members will participate for two (2) days in the agency scoping meeting and the public scoping meeting.

**TASK 6  AFFECTED ENVIRONMENT**
The RS&H Team will document the existing conditions for the proposed project site. The RS&H Team will develop two study areas that will be used throughout the EA. The boundaries of the first study area will be the same as the boundaries of the project site. This study area, which will be called the “project study area”, will be used for all environmental impact categories that could result in impacts due to physical construction of the project. The second study area will be based on impacts associated with noise, air pollutant emissions, and surface traffic. This second study area, which will be called the “general study area”, will be used for all environmental impact categories that could result in impacts to areas outside the
proposed project site. These study areas will be presented on base maps using geographic information system (GIS) and will be provided to the Airport and FAA for review and comment.

The description of existing conditions will describe the 2019 conditions, the last full year which data is available, for the environmental impact categories identified in FAA Order 1050.1F, Section 4-1. The RS&H Team will rely primarily on the data contained in previous studies and other materials already prepared by the Airport and will supplement and update that data as appropriate. The RS&H Team will independently verify data to be used that is not collected by RS&H Team members. Where data collection is necessary, it is described in the appropriate environmental impact category in Task 7.

Task 6.1 Air Quality
Ada County (County), where the Airport is located, has been designated by the U.S. Environmental Protection Agency (USEPA) as in a maintenance for carbon monoxide (CO) and particulate matter-10 (PM10). The RS&H Team will describe the current attainment status for the County.

Task 6.2 Biological Resources
The RS&H Team will use the Airport’s recently completed Wildlife Hazard Management Plan to describe existing conditions regarding biological resources within the project study area. The document will contain narrative accounts and maps of the biological resources with attention to special status species and their habitats. Any special status species listed under the Endangered Species Act or critical habitat designated within the project study area will be identified and described.

Task 6.3 Climate
The affected environment for climate extends well beyond the boundaries of the Airport. The general study area will be used. The RS&H Team will outline the role and contribution of aviation on global climate change.

Task 6.4 Coastal Resources
The RS&H Team will confirm that no coastal resources exist in the vicinity of the general study area and that no further analysis is required.

Task 6.5 Department of Transportation, Section 4(f)
Section 4(f) of the Department of Transportation Act of 1966 is currently codified as 49 USC Section 303(c). The RS&H Team will identify any publicly owned park, recreation area, wildlife refuge, or historic site (using the information developed for Task 6.8) within the general study area. Additionally, properties having received Land and Water Conservation Funds under Section 6(f) from the Department of the Interior will be identified within the general study area. Section 4(f) and Section 6(f) properties within the general study area will be shown on a GIS base map.

Task 6.6 Farmlands
The RS&H Team will confirm that no prime or unique farmlands exist in the vicinity of the general study area and that no further analysis is required.
Task 6.7  Hazardous Materials, Solid Waste, and Pollution Prevention
The RS&H Team will summarize the affected environment for hazardous materials, solid waste, and pollution prevention based on the Phase 1 Site Assessments and other hazardous materials studies provided by the Airport.

The RS&H Team will also identify local waste disposal facilities and summarize the local disposal capacities for solid and hazardous wastes.

Existing pollution prevention plans or programs at the Airport will be summarized including those applicable to project construction and operation.

Task 6.8  Historical, Architectural, Archaeological, and Cultural Resources
The RS&H Team will use the recently completed Airport-wide Cultural Clearance Report (Report) as part of the 2019 Master Plan Update, as well as consultation from the FAA to the Idaho State Historic Preservation Officer (SHPO) to describe any potential resources in the Area of Potential Effect (APE), which will be the same as the Project Study Area.

Task 6.9  Land Use
The RS&H Team will review relevant data and plans such as local zoning plans, land-use plans, and political jurisdiction plans, among others to prepare a narrative describing the existing local land uses and planned and future land uses in the project study area.

Task 6.10  Natural Resources and Energy Supply
The RS&H Team will gather relevant data and describe the existing utilities used at the Airport including power, sewage, fuel, natural gas, water. Additionally, utilities and resources required during construction will be identified such as asphalt, water, fuel, and aggregate and where the suppliers are located.

Task 6.11  Noise and Noise-Compatible Land Use
The RS&H Team will describe the existing noise environment at the Airport by computing noise levels for 2019 using FAA’s current Aviation Environmental Design Tool (AEDT). The RS&H Team will acquire one year of radar data for BOI from a commercial source. The RS&H Team will import the data into a database and clean and tag the data for aircraft types, runway assignments, aircraft category (air carrier, air taxi, general aviation, and military), time of day period, and stage length. The cleaned and tagged radar data will provide the flight track geometry, fleet mix, runway utilization rates, day/night splits, and stage length splits for the noise modeling of the Existing Conditions. The RS&H Team will use the annual-average day itinerant and local aircraft operations by aircraft category. The RS&H Team will scale the cleaned radar data to the appropriate 2019 operations totals, such as FAA tower counts and run the resulting operations in AEDT. All noise-sensitive land uses in the general study area will be identified and mapped.
Task 6.12 Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks

Task 6.12.1 Socioeconomics
The RS&H Team will gather relevant data related to socioeconomics within the general study area and will provide a narrative that describes the existing population levels, employment rates, housing occupancy rates, and surface traffic routes.

Task 6.12.2 Environmental Justice
The RS&H Team will gather relevant data related to environmental justice within the general study area and will provide a narrative that describes the existing minority and low-income populations.

Task 6.12.3 Children’s Environmental Health and Safety Risks
The RS&H Team will gather relevant data related to children’s environmental health and safety risks within the general study area and will provide a narrative that describes the existing population grouped by age range and the number of schools, day cares, parks, and children’s health centers.

Task 6.13 Visual Effects

Task 6.13.1 Light Emissions
The RS&H Team will describe the existing sources of light emissions from the Airport.

Task 6.13.2 Visual Resources and Visual Character
The RS&H Team will describe the existing visual environment of the Airport.

Task 6.14 Water Resources

Task 6.14.1 Wetlands
The RS&H Team will use the National Wetlands Inventory (NWI) and the recently completed Wildlife Hazard Management Plan to identify any wetlands within the project study area.

Task 6.14.2 Floodplains
The RS&H Team will identify any regulated 100-year floodplains located within the project study area using the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) and will provide a narrative that describes existing 100-year floodplain conditions within the project study area. If regulated 100-year floodplains are located within the project study area, they will be mapped on a GIS base map.

Task 6.14.3 Surface Waters
The RS&H Team will review and document existing surface water quality conditions in the project study area. The RS&H Team will summarize the governing regulations related to water quality in the project study area including state and federal regulations and existing surface water quality permits that apply to activities in the project study area.

Task 6.14.4 Groundwater
The RS&H Team will review and document existing groundwater quality conditions in the project study area. The RS&H Team will summarize the governing regulations related to groundwater quality in the project study area and existing water quality permits that apply to activities in the project study area.
**Task 6.14.5  Wild and Scenic Rivers**
The RS&H Team will confirm that no wild and scenic rivers exist in the vicinity of the general study area and that no further analysis is required.

**Task 6.15  Cumulative Projects**
This task identifies and describes past, present and reasonably foreseeable actions that, when considered in combination with the Proposed Action, could contribute to potentially significant cumulative impacts. Projects included in this task will represent those undertaken or regulated by the Airport or within a one-mile radius from the Airport. Past projects will include projects that were constructed between the years 2015 and 2019, present projects will include those that are currently under construction, and future projects will include projects that are reasonably foreseeable between the years 2021 and 2023.

**Task 6.16  Topographic Survey**
A professional licensed land surveyor will be responsible for all surveying services in this task. Surveying will be performed on 100-foot stations with 100-foot minimum offsets within the soil areas within the survey limits. Spot elevations along the centerline of existing pavement for 500 feet at 100-foot increments. The survey will accurately locate any drainage swales, edges of shoulder pavement, etc., that are within the survey limits.

Provide all the survey information in an ASCII format indicating X, Y, and Z coordinates, which will conform to the Idaho State Grid System, point numbers, and point descriptions, and also as a computer drawing in AutoCAD 2012 on DVD with contours, edges of pavement, buildings, signs, utilities, etc. The drawings will be made to a scale of 1"=50'. The computer-generated reference points for this survey will be identical to those of previous surveys so that previous surveys can be referenced into this survey file and the surveys match. The Runway 10R/28L centerline will be tied into this survey and other benchmarks previously used on Airport projects.

The surveyor will provide an electronic file of the survey, printout of all points and one set of reproducible drawings to the RS&H Team engineer. The reproducible drawings will be signed and sealed by an Idaho Licensed Surveyor.

The survey will show and site the benchmark locations and elevations. The benchmarks will be set using a closed loop from an established PACS and SACS or some other 1988 NAVD benchmark on the Airport, if possible. Benchmark descriptions will be clearly recorded. The surveyor will coordinate vertical datum with the RS&H Team engineer prior to generating contours so that new survey ties into previous Airport survey.

Surveying Services will be performed during daylight hours while Runway 10R/28L is closed. Should the runway closure be required to have lighted “X”s, Airport staff will provide and maintain. Survey staff will be SIDA Badged and Movement Area Driver trained at the Airport. Access in the Airport Operating Area

---

Survey limit is defined as 2,500 feet by 500 feet beyond the current Runway 28L end. Survey last 500 feet on centerline of existing Runway 28L end.
(AOA) shall be through approved AOA gates and be unescorted at all times during field survey. The surveyor will have 2-way radios, such that they may be able to maintain communication with the FAA Air Traffic Control Tower (ATCT).

**Task 6 Deliverables**

The following deliverables are anticipated for Task 6:

- The RS&H Team will submit one (1) electronic version of the two study areas depicted on maps in PDF format to the Airport and FAA for review and comment.
- The RS&H Team will prepare one (1) electronic version of the draft Affected Environment chapter in Word format for Airport review and comment. The Airport will deliver one (1) electronic version of the draft Affected Environment chapter to the FAA for review. The revised Affected Environment chapter will be included as Chapter 4 in the EA.
- The RS&H Team will provide GPS survey data including, pertinent Civil 3D CAD files, field notes, sketches, and points lists as requested.

**Task 6 Meetings**

- No meetings are anticipated for this Task 6.

**TASK 7 ENVIRONMENTAL CONSEQUENCES**

The following describes each of the environmental impact categories included in FAA Order 1050.1F, Section 4-1 and the methods to be used to address the impacts of the Proposed Action, each reasonable alternative, and the No Action Alternative in an equal level of detail.

**Task 7.1 Air Quality**

The Airport is currently in an area designated by USEPA as in maintenance for CO and PM$_{10}$. As a result, the focus on this analysis will be on construction-related air pollutant emissions only. The proposal does not include operational impacts from the proposed runway and taxiway improvements. At this time, the RS&H Team does not anticipate that the Proposed Action and reasonable alternatives would substantially change the air pollutant emissions associated with the operation of the Airport. This is because none of those actions would substantially change the airport's operational or vehicular traffic levels. Those levels would occur with or without the Proposed Action. If operational impacts are required, the RS&H Team can prepare a scope of work and cost estimate to include such activities. The RS&H Team will prepare a construction emissions inventory to demonstrate that the emissions from such activities would not result in the potential for pollutant concentrations to exceed the National Ambient Air Quality Standards (NAAQS).

Construction-related emissions will be estimated for each phase of the project for both on-road and non-road equipment. Construction related emissions will be based on the estimated types of construction activities, counts and type of equipment, activity levels, construction start and end dates, and project footprints. The USEPA Motor Vehicle Emission Simulator (MOVES) 2010b, revised 2013, model for on-road vehicles and NONROAD 2008a model for non-road equipment will be used to estimate construction-related emissions for each year. The USEPA MOVES (MOVES2010b) default emissions will be updated with latest version of MOVES specific to the State of Idaho. Results from Task 6.16 for earthmoving quantities
will be incorporated into this discussion. The RS&H Team will identify the potential for construction-related air pollutant emissions. This analysis will be based on the construction equipment anticipated to be used and the duration of the use of that construction equipment.

Because the project is in an area designated by USEPA as maintenance for CO and PM$_{10}$, a General Conformity determination will need to be made. However, for transparency, construction emissions will be compared to the USEPA de minimis levels to demonstrate that emissions will not exceed the NAAQS. This scope assumes that construction emissions will be below de minimis levels and no further analysis will be necessary. A separate scope of work and cost estimate will be provided if net emissions are above de minimis levels.

Task 7.2 Biological Resources
The RS&H Team will analyze the extent to which terrestrial biological resources would be affected by the Proposed Action and any reasonable alternatives compared against the No Action Alternative. Terrestrial biological resources include species listed as threatened or endangered under the Endangered Species Act and/or stated protected species, native plant species, and common vegetation and wildlife. The RS&H Team assumes that because the project study area is already disturbed by Airport activities, no endangered or threatened species occur in the project study area and that no further analysis or Endangered Species Act consultation is required.

Task 7.3 Climate
The Consultant will follow the FAA guidance for greenhouse gases (GHG) in accordance with the FAA 1050.F Desk Reference. The RS&H Team will provide a list of gasses commonly associated with airport activities, which were prepared for the air quality analysis and that also contribute to climate change. These gasses and their global warming potential will also be disclosed.

Task 7.4 Department of Transportation, Section 4(f)
The RS&H Team will evaluate any Section 4(f) identified properties where physical or constructive use could occur. The RS&H Team will use the requirements in FAA Order 1050.1F, Appendix B, Section B-2 to assess whether properties may be affected and the level of physical use or constructive use on the property. If there is use of the affected Section 4(f) property, the RS&H Team will identify mitigation measures that will result in a reduction in the impact to the Section 4(f) property. The FAA can make a de minimis impact determination in regard to physical use of the property, after taking into account measures to minimize harm that result in no adverse effect to the property. If the FAA cannot make a de minimis impact determination, then a Section 4(f) evaluation must be prepared and included as part of the EA review process. This evaluation must determine if there is a feasible and prudent alternative that avoids use of the Section 4(f) property. In order for the FAA to approve use of Section 4(f) property, the Section 4(f) evaluation must conclude the required finding that there are no feasible and prudent alternatives that avoids use of the property and the project includes all possible planning to minimize harm resulting from the use. As part of this review, the RS&H Team also will determine if any Section 4(f) property that is being affected by the Proposed Action and any reasonable alternatives has received any Land and Water Conservation Funds under Section 6(f) from the Department of the Interior. If the
property did receive any such funds, the RS&H Team will work with the FAA to complete applicable Section 6(f) requirements.

**Task 7.5 Hazardous Materials, Solid Waste, and Pollution Prevention**

On the basis of previous hazardous materials studies provided by the Airport, the RS&H Team will discuss the impacts to hazards and hazardous materials that would occur as a result of the implementation of the Proposed Action and any reasonable alternatives. The RS&H Team will incorporate the results, conclusions, and recommendations contained in hazardous materials studies into the Draft EA, including any applicable mitigation measures.

The RS&H Team will identify types and quantities of solid waste that would be generated by the implementation of the Proposed Action and reasonable alternatives, and describe how the solid waste would be stored, managed, and disposed.

The RS&H Team will describe pollution prevention activities, plans, programs, or policies that would be undertaken during construction and operation to avoid, prevent, or reduce pollutant discharges or emissions, potential for accidental discharges, and methods to control spills and any other unauthorized releases.

The RS&H Team will evaluate impacts based on the consideration of the following factors: potential to violate applicable federal, state, tribal, or local laws or regulations regarding hazardous materials and/or solid waste management; involve a contaminated site; produce an appreciably different quantity or type of solid or hazardous waste; exceed local disposal capacity; or adversely affect human health or the environment.

**Task 7.6 Historical, Architectural, Archaeological, and Cultural Resources**

The RS&H Team will evaluate the potential impacts associated with the Proposed Action and reasonable alternatives on these resources by using the prepared documents as discussed in Task 6.8. The RS&H Team will summarize the results of the updated research conducted and the results of the consultation into the EA. If needed, the RS&H Team will discuss mitigation measures needed to reduce potential impacts to cultural resources.

**Task 7.7 Land Use**

The RS&H Team will analyze the consistency of the Proposed Action and reasonable alternatives with local adopted plans and policies, including the City of Boise General Plan, the local zoning ordinances. This section will determine if there are any compatibility issues from development of the Proposed Action and alternatives based on existing and future planned uses. This section will also include discussion of the required airport sponsor land use assurance letter.

**Task 7.8 Natural Resources and Energy Supply**

The RS&H Team will disclose any changes in energy consumption that would occur as a result of the Proposed Action and reasonable alternatives, including energy consumption that will occur during
construction. The impacts to existing utility providers servicing the area such as electricity, water and sewage would be evaluated based on the changes from the Proposed Action and reasonable alternatives.

Using information provided by the Client, the RS&H Team will discuss the sustainable practices that are currently used by the Airport or that the Airport would employ and how the Proposed Action would be implemented in accordance with the Airport’s sustainability practices.

**Task 7.9 Noise and Noise-Compatible Land Use**

The Proposed Action would not result in any increases in aircraft operations or change in aircraft type at the Airport. However, because the runway end is shifting and construction of Runway 10R/28L would occur over two consecutive construction seasons, the FAA will require that a noise analysis be conducted to identify the changes in operational noise impacts as well as the temporary noise impacts that would occur during construction. In addition, noise associated with construction activities would be identified.

The RS&H Team will scale the 2019 Existing Conditions noise modeling inputs to these operations totals. The RS&H Team will create two noise modeling scenarios for the proposed year when Runway 10R/28L is being constructed. For the No Action scenario, the runway use will remain the same as 2019. For the Proposed Action, the RS&H Team will work with the Airport to determine the runway utilization rates for the noise modeling. For the additional forecast year (i.e., when the construction of Runway 10R/28L is complete), the RS&H Team will prepare noise model inputs that have the same runway utilization as 2019.

It is assumed that the Airport will provide the interim and permanent flight procedures to the RS&H Team to use for this task. Based on this information, the RS&H Team will run the four modeling scenarios through AEDT to generate Day-Night Average Sound Level (DNL) contour sets for each, including only DNL 65, 70, and 75 dB contours and will overlay the resulting contour sets over an aerial base map. Five graphics will result: (1) Existing Conditions DNL, (2) No Action construction year DNL contours displayed over land use, (3) construction year DNL contours during the construction of the Proposed Action, (4) the additional forecast year DNL contours for the No Action Alternative, and (5) the additional forecast year DNL contours for the Proposed Action. Per FAA Orders 1050.1F and 5050.4B, the RS&H Team will determine and report all noise-sensitive parcels (residences, schools, places of worship, etc.) that experienced an increase of 1.5 dB or greater increase within the 65 DNL contour with the Proposed Action as compared to the No Action. In addition, the RS&H Team will determine and report all noise-sensitive parcels that moved into higher 5-dB contour bands between the 65- and 75-dB contours.

In addition, the RS&H Team will use the information on construction activities obtained for Task 4.2 to determine and report noise expected from construction activities.

The RS&H Team will develop a draft technical memorandum describing the methodology, AEDT scenario modeling inputs, the noise exposure graphics, and a summary of the construction activity noise and emissions. Following receipt of written comments from the Airport and HDOT-A, the RS&H Team will issue a revised final technical memorandum.
Task 7.10 Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks

Task 7.10.1 Socioeconomics (including Surface Traffic)
The RS&H Team will identify and disclose any potential impacts as a result of the Proposed Action and reasonable alternatives on population exposure.

The RS&H Team will identify the impacts associated with temporary changes in traffic patterns in the general study area.

Task 7.10.2 Environmental Justice
The RS&H Team will describe the methodology used to determine if there are adverse impacts that disproportionately affect environmental justice populations. This includes analysis to identify and disclose any potential impacts as a result of the Proposed Action and reasonable alternatives on low-income and minority populations.

Task 7.10.3 Children’s Environmental Health and Safety Risks
The RS&H Team will identify and disclose any potential impacts as a result of the Proposed Action and reasonable alternatives on the population of children and children’s facilities.

Task 7.11 Visual Effects

Task 7.11.1 Light Emissions
The RS&H Team will describe the extent to which any lighting associated with the Proposed Action and reasonable alternatives would create an annoyance for people in the project study area or interfere with their normal activities. This analysis will include an assessment of changes in the night sky that could occur as a result of the Proposed Action and each reasonable alternative.

Task 7.11.2 Visual Resources and Visual Character
The RS&H Team will describe the change in visual resources and visual character that would occur with the Proposed Action and reasonable alternatives and determine mitigation measures to reduce these impacts.

Task 7.12 Water Resources

Task 7.12.1 Wetlands
The RS&H Team will analyze the extent to which wetlands would be affected during the construction phases of the Proposed Action and reasonable alternatives compared against the No Action Alternative. This will be done by consulting the National Wetlands Inventory and the Wildlife Hazard Management Plan.

Task 7.12.2 Floodplains
The RS&H Team will disclose any regulated 100-year floodplains within the project study area and identify any potential impacts from encroachment or alteration of the floodplains as a result of the Proposed Action and reasonable alternatives. If encroachment or alteration occurs, the RS&H Team will estimate the volume of encroachment based on the footprint of the Proposed Action and reasonable alternatives. The RS&H Team will review and outline potential mitigation opportunities for any unavoidable impacts.
identified for the Proposed Action and reasonable alternatives. For purposes of this scope of services, a Conditional Letter of Map Revision (CLOMR) will not need to be submitted to FEMA for the Proposed Action or any reasonable alternative. Results from Task 6.16 for earthmoving quantities will be incorporated into this discussion.

**Task 7.12.3 Surface Waters**

The RS&H Team will identify the potential impacts to water quality associated with the Proposed Action and reasonable alternatives. The RS&H Team will review the potential impacts to water quality from stormwater runoff. For normal rain events, the RS&H Team will review potential impacts of the Proposed Action and reasonable alternatives with regard to the conventional pollutants that can exist in normal runoff from paved surfaces. These will be reviewed in reference to the existing water quality permits that regulate these types of discharges in the project study area and the benchmarks that have been established to protect adjacent surface waters. In addition, the RS&H Team will review potential impacts associated with stormwater runoff from construction activities. The RS&H Team will review the various mitigation methods available for minimizing the potential impacts to water quality from the Proposed Action and reasonable alternatives and determine if any changes to existing NPDES permits will be required. Results from Task 6.16 for earthmoving quantities will be incorporated into this discussion.

The RS&H Team will calculate and compare pre- and post-development stormwater runoff quantities using applicable rainfall data and design methods. The RS&H Team will recommend Best Management Practices (BMPs) to mitigate any increase in stormwater runoff as a result of the Proposed Action and reasonable alternatives. For the purposes of this scope of services, the analysis will be limited to the Proposed Action and reasonable alternatives.

**Task 7.12.4 Groundwater**

The RS&H Team will analyze potential impacts from the Proposed Action and reasonable alternatives on groundwater recharge and supply and if it would affect public health. The RS&H Team will also analyze if the Proposed Action and reasonable alternatives would cause groundwater quality to exceed federal, state, and/or local standards.

**Task 7.13 Cumulative Impacts**

The RS&H Team will determine if the effects of past, present, or reasonably foreseeable development at the Airport and within all of the study areas identified in Task 6.15 would, in combination with those project-related impacts, exceed a threshold of significant impact.

**Task 7 Deliverables**

The following deliverables are anticipated for Task 7:

- The RS&H Team will prepare one (1) electronic version of the draft Environmental Consequences chapter in Word format for Airport review and comment. The Airport will deliver one (1) electronic version of the draft Environmental Consequences chapter to the FAA for review. The revised Environmental Consequences chapter will be incorporated into the Draft EA as Chapter 5.

**Task 7 Meetings**

No meetings are anticipated for Task 7.
TASK 8 PREPARE PRELIMINARY DRAFT EA

The following sections of the preliminary Draft EA shall be prepared. These include:

» Cover Page
» Table of Contents
» Glossary and Abbreviations
» Chapter 1 – Introduction and Proposed Action
» Chapter 2 – Purpose and Need
» Chapter 3 – Alternatives
» Chapter 4 – Affected Environment
» Chapter 5 – Environmental Consequences and Mitigation
» Chapter 6 – List of Preparers
» Chapter 7 – Consultation
» Chapter 8 – Footnotes and References
» Appendices (as appropriate)

The RS&H Team will submit chapters to the Airport as the section is completed. The intent behind this approach is to streamline the review process. Upon review of all sections by the Airport, the RS&H Team will prepare a preliminary Draft EA and submit an electronic version to the Airport to submit to the FAA in PDF format for FAA review and comment.

Task 8 Deliverables

The following deliverables are anticipated for Task 8:

» RS&H will deliver one (1) electronic version of the preliminary Draft EA in PDF format to the Airport via the RS&H Team’s file delivery FTP site.
» RS&H will deliver two (2) hard copies of the preliminary Draft EA to the FAA via FedEx to facilitate FAA Line of Business review.

Task 8 Meetings

The following meetings are anticipated for Task 8:

» Up to four (4) RS&H Team members will participate in up to two (2) conference calls with the Airport to discuss the preliminary Draft EA.

TASK 9 DRAFT EA PUBLICATION

Task 9.1 Finalize Draft EA

Following the Airport and FAA review on the preliminary Draft EA from Task 8, the RS&H Team will review and address Airport and FAA comments.

Task 9.2 Draft EA Production

The RS&H Team will produce up to three (3) hard copies of the Draft EA for distribution. The RS&H Team will distribute up to 11 hard copies of the Draft EA based on the mailing list described in Task 9.2. The
RS&H Team will provide a copy of the Draft EA in electronic format for Airport to place on the Airport website. In addition, one (1) hard copy of the Draft EA will be placed at a local library, and two (2) hard copies at the Boise Airport Administrative Office.

**Task 9.3 Draft EA Notice of Availability**
The RS&H Team will publish a Notice of Availability in one (1) local newspaper of general circulation.

**Task 9 Deliverables**
The following deliverables are anticipated for Task 9:

- The RS&H Team will print three (3) hard copies of the Draft EA.
  - The RS&H Team will place one (1) hard copy of the Draft EA in one (1) local library.
  - The RS&H Team will place two (2) hard copies of the Draft EA at the Airport.
- The RS&H will distribute up to eleven (11) hard copies of the Draft EA based on the mailing list.
- The RS&H Team will print the Notice of Availability in one (1) local newspaper.

**Text 9 Meetings**
The following meetings are anticipated for Task 9:

- Two (2) RS&H Team members will participate in up to two (2) conference calls with the Airport and the FAA to coordinate the Draft EA publication and the Notice of Availability.

**TASK 10 PUBLIC WORKSHOP**

**Task 10.1 Approach and Arrange Logistics for Public Workshop**
The RS&H Team will provide all coordination, logistics, and facilitate a public workshop to be held during the 30-day comment period on the Draft EA during the week. The public workshop will occur during afternoon and/or evening hours to maximize attendance by the general public and will be two hours in duration.

It is assumed that the public workshop will be held at the Airport. The RS&H Team will be responsible for preparation and publication of the notice of the public workshops in one (1) local newspaper and on the Airport’s website at least 30 days prior to the public workshop.

**Task 10.2 Collateral Materials for Public Workshop**
The RS&H Team will prepare collateral materials for the public workshop. These materials, which could include sign-in sheets, fact sheets, informational displays, and comment sheets, will be provided to the Airport and FAA for approval before production of the materials.

**Task 10.3 Attendance at Public Workshop**
The RS&H Team will facilitate the public workshop for the Draft EA. The workshop will be an open house format for the public to explore various stations to learn about the issues associated with the Proposed Action and any reasonable alternatives. The public will be able to view informational displays explaining the process and identifying the issues to be studied (at different stations), ask questions of Airport staff
and the RS&H Team, and provide written comments. A court reporter will be provided to record all public comments made during the public workshop.

**Task 10 Deliverables**
The following deliverables are anticipated for Task 10:

- The RS&H Team will prepare one (1) electronic version in Word format of the public workshop notice for Airport and FAA review and comment. The revised public workshop notice will be published on the Airport website and in up to one (1) local newspaper.
- The RS&H Team will prepare up to twenty (20) station displays in PowerPoint format for Airport and FAA review and comment. Revised station displays will be printed for use at the public workshop.
- The RS&H Team will prepare one (1) version in Word format of the public workshop sign-in sheets for Airport and FAA review and comment. The revised sign-in sheets will be used at the public workshop in print format.
- The RS&H Team will prepare one (1) version in Word format of the public workshop comment sheets for Airport and FAA review and comment. The revised comment sheets will be used at the public workshop in print format.
- The RS&H Team will prepare and print name badges for all Airport staff, RS&H Team staff, and FAA staff attending the public workshop.
- The RS&H Team will provide for one (1) court reporter to attend the public workshop and record public comments.

**Task 10 Meetings**
The following meetings are anticipated for Task 10:

- Up to eight (8) RS&H Team members will participate for two (2) days in the public workshop for the Draft EA.

**TASK 11 PREPARE PRELIMINARY FINAL EA**
Following a 30-day comment period in which the public workshop will occur, the RS&H Team will collect, review, summarize, and respond to all agency and public comments. A response to comments document will be produced by the RS&H Team for review and comment by the Airport. The format of the response to comments document will include a section on changes to the Draft EA and will be dependent on the number and type of comments received during the 30-day comment period and could include the preparation of detailed master responses. The RS&H Team will participate in one conference call with the Airport and the FAA to finalize the format for the response to comments document after the completion of the 30-day comment period. The RS&H Team will submit an electronic version of the preliminary Final EA to the Airport for review and comment. This will include each comment letter bracketed for individual comments.

The following sections of the preliminary Final EA shall be prepared. These include:

- Cover Page
- Table of Contents
- Glossary, Abbreviations
SCOPE OF SERVICES

» Chapter 1 – Introduction and Proposed Action
» Chapter 2 – Purpose and Need
» Chapter 3 – Alternatives
» Chapter 4 – Affected Environment
» Chapter 5 – Environmental Consequences and Mitigation
» Chapter 6 – List of Preparers
» Chapter 7 – Consultation
» Chapter 8 – Footnotes and References
» Chapter 9 – Comments and Responses to Comments on Draft EA
» Appendices (as appropriate)

The RS&H Team will prepare a preliminary Final EA and submit an electronic version to the Airport in Word format for review and comment.

After review by the Airport, the RS&H Team will revise the document and prepare a preliminary Final EA and submit an electronic version for the Airport to submit to the FAA in Word format for review and comment. The RS&H Team will have a working meeting with the Airport and FAA to finalize the preliminary Final EA and get the document ready for a 30-day legal sufficiency review.

Task 11 Deliverables

The following deliverables are anticipated for Task 11:

» The RS&H Team will deliver one (1) electronic version of the preliminary Final EA in Word format to the Airport.
» The RS&H Team will deliver one (1) electronic version of the preliminary Final EA in Word format to the Airport who will submit the document to the FAA for legal sufficiency review.

Task 11 Meetings

The following meetings are anticipated for Task 11:

» Up to four (4) RS&H Team members will participate in one (1) conference call with the Airport to finalize the format of responses to comments on the Draft EA.

Task 12 PUBLISH FINAL EA

It is anticipated that the response to comments document will be produced as a separate section within the Final EA. The RS&H Team will produce four (4) hard copies of the Final EA. The RS&H Team will distribute up to 11 hard copies of the Final EA based on the mailing list described in Task 13.2 (with any updates that have occurred since the mailing of the Draft EA). The RS&H Team will provide a copy of the Final EA in electronic format for Airport to place on the Airport website. In addition, one (1) hard copy of the Final EA will be placed at a local library, one (1) hard copy at the FAA Helena Airports District Office (ADO), and two (2) hard copies at the Boise Airport Administrative Office.

The RS&H Team will publish a Notice of Availability regarding the Final EA and the Finding of No
SCOPE OF SERVICES

Significant Impact (FONSI) in one (1) local newspaper of general circulation.

Task 12 Deliverables
The following deliverables are anticipated for Task 12:

» The RS&H Team will print four (4) hard copies of the Final EA.
  o The RS&H Team will place one (1) hard copy of the Final EA in a local library.
  o The RS&H Team will place one (1) hard copy of the Final EA at the FAA Helena ADO.
  o The RS&H Team will place two (2) hard copies of the Final EA at the Boise Airport Administrative Offices.

» The RS&H Team will print the Notice of Availability in one (1) local newspaper.

Task 12 Meetings
The following meetings are anticipated for Task 12:

» Two (2) RS&H Team members will participate in up to two (2) conference calls with the Client and the FAA to coordinate publication of the Final EA and the Notice of Availability.

TASK 13 PUBLIC OUTREACH

Task 13.1 Public Involvement Plan
In working with the Airport, the RS&H Team will develop a Public Involvement Plan (PIP) for the EA and submit the PIP to the Airport and FAA for review and comment. The PIP will include the following:

» goals and strategies for the public involvement effort;
» timeline of public meetings associated with the EA;
» strategic approach for website updates and presentation materials; and
» identification of key stakeholders and distribution strategy that will be included in a project database and resulting mailing list for use in distributing project materials.

The PIP will delineate public outreach roles and responsibilities between members of the RS&H Team, the Airport and the FAA.

The PIP will be reviewed and approved by the Airport and the FAA prior to implementation of any public involvement efforts.

Task 13.2 Key Stakeholder / Mailing List
The RS&H Team will develop an agency and stakeholder list as a start to an overall mailing list for the project. This list will be reviewed by the Airport and the FAA. In addition, the mailing list will be updated throughout the process to include agencies, organizations, and members of the general public who express a desire to be added to the mailing list.

Task 13 Deliverables
The following deliverables are anticipated for Task 13:

» The RS&H Team will deliver one (1) electronic version of a draft Public Involvement Plan in Word format for Airport review and comment.
SCOPE OF SERVICES

» The RS&H Team will deliver one (1) electronic version of the final Public Involvement Plan in PDF format to the Airport.

» The RS&H Team will deliver one (1) electronic version copy of the Key Stakeholder / Mailing List in Word or Excel format to the Airport for review and comment. Updated lists will be delivered electronically to the Airport for review, as needed.

Task 13 Meetings
The following meetings are anticipated for Task 13:

» No meetings are anticipated for Task 13.

Task 14 Deliverables
The following deliverables are anticipated for Task 14:

» The RS&H Team will deliver one (1) electronic version of comments on design documents (as needed) in Word format to the Airport for review.

Task 14 Meetings
The following meetings are anticipated for Task 14:

» Up to two (2) RS&H Team members will participate in up to six (6) meetings for two (2) days with the Airport and FAA regarding the NAVAIDs relocation.

» Up to two (2) RS&H Team members will participate in up to twelve (12) conference calls with the Airport and FAA regarding the NAVAIDs relocation.

Task 15.1 Project Management Plan
The RS&H Team will prepare a Project Management Plan and submit this plan to the Airport electronically in Word format for review and approval. The Project Management Plan will discuss the following topics:

» protocol for overseeing preparation of work products;

» preparation of a project schedule, monitor project progress to meet milestones for deliverables, and revise the project schedule as issues arise;

» preparation of a Quality Control and Quality Assurance (QA/QC) Plan;

» management of subconsultants;
» development of project work breakdown structures;
» communication protocols;
» documentation efforts for all communications with the FAA, regulatory agencies, and internal team members;
» an EA style guide;
» development of a secure web-based location to share information and provide project-related updates; and
» preparation of contract documents and invoices.

The revised Project Management Plan, based on Airport comments, will be distributed electronically to each member of the RS&H Team for reference.

Task 15.2 Airport Coordination
The RS&H Team will conduct monthly coordination meetings in the form of a conference call that will include the Airport and FAA (as needed). The RS&H Team will establish a call-in number, develop an agenda, which will include status reports on all aspects of the project as well as action items and assignments, for each conference call. Other agencies and stakeholders can be invited to participate in the monthly conference call, as appropriate. The monthly conference calls will begin after the kickoff meeting (see Task 2.1) and occur throughout the EA process. It is envisioned that this will result in up to twelve (12) conference calls.

Task 15.3 Consultant Coordination
The RS&H Team will hold bi-weekly conference calls to facilitate coordination among the subconsultant team members including status updates and progress of each task, schedule, and budget performance. It is envisioned that this will result in up to twenty-six (26) conference calls.

Task 15.4 Project Management Tasks

Task 15.4.1 Project Invoices
The RS&H Team will provide monthly invoices to the Airport for approval and processing. The format of these invoices will be discussed and agreed upon with the Airport during the project Kickoff Meeting (see Task 2.1). It is anticipated that there will be up to twelve (12) invoices prepared as part of the EA.

Task 15.4.2 Progress Reports
As part of the monthly invoice, the RS&H Team will provide the Airport a one-page, bullet point summary of the progress or status on the project schedule, upcoming milestones, budget, issues, action items, and completion of tasks. It is anticipated that there will be up to twelve (12) progress reports prepared as part of the EA.

Task 15.4.3 Project Budget
The RS&H Team has given careful attention to the development of this scope of services for this EA in order to match the necessary effort to each scope item. The budget status will be updated and managed on a monthly basis to allow reporting of work completed to date compared to budget expended to ensure all services are completed within the approved budget. It is anticipated that the RS&H Team
Project Manager will actively monitor and make budget adjustments on a bi-weekly basis throughout the entire project.

**Task 15.4.4 Project Schedule**
The RS&H Team will establish an EA schedule or timeline for Airport review and comment. The schedule will be refined throughout the EA process as needed and will include meetings, task completion dates, major milestones, etc. The refined schedule will clearly indicate decision points beyond which work will not proceed without the Airport review and approval. It is anticipated that the RS&H Team Project Manager will actively monitor and make schedule adjustments on bi-weekly basis throughout the entire project.

**Task 15.5 Administrative File**
The RS&H Team will prepare the protocol for developing and maintaining the Administrative File (A/F) for the project. This protocol document will be submitted to the Airport for review and approval. It is assumed that the Airport will submit the protocol to the FAA for review and approval. The A/F Protocol will discuss what materials will constitute the administrative record, how those materials will be maintained, and the responsibilities of each member of the RS&H Team and the Airport for the development and maintenance of the A/F.

This task provides for the assembly, management, and maintenance of the A/F for the EA. The A/F provides a digital catalog and electronic and paper copy of all information used in developing the methodology, analysis, and the decision-making process for the EA. The information contained in this file may have to be included in the Administrative Record. This file serves as a centrally located, organized library for use by the project staff.

**Task 15.5.1 Database to Organize the Administrative File**
The records management team will establish and maintain a Boise Airport Environmental Assessment Records Management System (RMS), which will include an Electronic Document Repository housing images of A/F documents, data-entry profiles, and other related information. The electronic document repository and database will be housed on a records management server at RS&H. An electronic document repository will be matched to the project electronic document repository for remote upload purposes. The database fields will include, but are not limited to:

- Document number
- Document title/description
- Document publication date
- Document author
- Document recipient
- Document number of pages
- Document category
- Document sub-category
- Document revisions (by author and name)
At the discretion of the Airport, additional information may be included in the database.

**Task 15.5.2 Category and Sub-Category List**
A Category and Sub-Category List to categorize documents by subject matter for entry into the A/F database will be developed and maintained by the RS&H Team. The initial Category/Sub-Category List will be expanded as determined by the subject of the documents included in the A/F.

**Task 15.5.3 Maintenance of Administrative File**
Pre-existing project-related documents will be imaged using appropriate quality/speed scanners. Documents to be imaged will be identified by the RS&H Team Project Manager. The RS&H Team will submit a listing of any pre-existing documents it proposes to scan to the FAA prior to scanning to ascertain whether a scanned version of the document already exists and will use existing scanned versions when available to avoid duplicative labor and cost effort. Document imaging will be provided for project-related A/F documents, as determined by the RS&H Team (based on size of document), over the life of the project.

Hard-copy or electronic documents authorized to become a part of the A/F will be indexed, verified, prepped, imaged, and filed. Upon completion of the imaging process, all metadata and images will be uploaded to the project repository for access.

The RS&H Team Project Manager will periodically review the documents entered into the A/F File to ensure that: (a) documents are filed in numeric sequence; (b) database entry is consistent with style and format established; (c) documents are placed in the proper folders in the Project File; and (d) all additions or revisions to the Categories/Sub-categories are consistent with the direction given.

**Task 15.5.4 Administrative File Project Coordination**
Coordination meetings will be conducted with all staff responsible for the maintenance and integrity of the A/F. The purpose of these meetings will be to reinforce the purpose of file organization and maintenance, responsibility of project staff relating to project documents, and to answer questions or address database cataloging or filing issues.

Team records management coordination efforts will also be conducted via frequently emailed Records Management Updates to the Project Team. The updates will provide specific instructions, advisories, and changes or enhancements to the established records management procedures.

**Task 15.5.5 Establish and Maintain Administrative File Access by the Client**
Develop and maintain a password protected website to allow the Airport to access the A/F as the EA progresses.

The RS&H Team Project Manager will maintain and update the Administrative File weekly to ensure that all project documents are being recorded and captured. Therefore, it is anticipated that there will be at least fifty-two (52) Administrative File updates conducted as part of the EA.

In addition, at the end of the EA process, the RS&H Team will forward the Administrative File to the FAA.
Task 15 Deliverables
The following deliverables are anticipated for Task 15:

» The RS&H Team will deliver one (1) electronic version of the Project Management Plan in Word format to the Airport for review.

» The RS&H Team will deliver one (1) electronic version of monthly invoices, which also will contain the monthly progress report. It is anticipated that up to twelve (12) monthly invoices and progress reports will result from this EA.

» The RS&H Team will deliver one (1) electronic version of the Draft EA schedule to the Airport for review and comment.

» The RS&H Team will deliver one (1) electronic version of the Administrative File Protocol document in Word format to the Airport for review.

» The RS&H Team anticipates up to fifty-two (52) Administrative File updates.

» The RS&H Team will deliver one (1) electronic version of the Administrative File to the FAA at the completion of the EA process.

Task 15 Meetings
The following meetings are anticipated for Task 15:

» Up to six (6) RS&H Team members will participate in twenty-six (26) bi-weekly conference calls to facilitate Team Coordination.

» Up to two (2) RS&H Team members will participate in twelve (12) monthly conference calls with the Airport and the FAA (as needed).

» Up to three (3) RS&H Team members will participate in twenty-six (26) bi-weekly Administrative File Coordination conference calls.
TO: Mayor and Council
FROM: Lisa Duplessie, Parks & Recreation
NUMBER: RES-221-20
DATE: May 28, 2020
SUBJECT: Boise Farmers Market MOU - SNAP Match to Local Markets

BACKGROUND:

The City of Boise offers a SNAP match program offering citizens up to a $20 match per day towards the purchase of fresh local fruits and vegetables at local farmers markets. The program goal was to encourage low-income consumers to eat healthier foods, support local growers and keep food dollars in the local economy.

This year the City of Boise Parks and Recreation Department will partner with the Boise Farmers Market and the Capital City Public Market to fund the SNAP match program. The match, which is provided through a coin system, can be used at any of these venues to simplify access for accessibility.

The Department will continue its role in processing payment, ensuring accountability and providing general support for these local programs.

The term of this agreement is one (1) year.

FINANCIAL IMPACT:

Under the terms of the MOU the City agrees to pay up to $10 (ten dollars) per purchase of fresh, local produce by any person using a SNAP card, with a maximum of two purchases per family per day.

ATTACHMENTS:

- Boise Farmers Market MOU - SNAP Match to Local Markets (PDF)
A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE BOISE FARMERS MARKET; AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE MEMORANDUM OF AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Memorandum of Agreement by and between the city of Boise City and the Boise Farmers Market, a copy of which is attached as Exhibit “A” and incorporated by reference, be, and is, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
MEMORANDUM OF UNDERSTANDING
between
THE CITY OF BOISE CITY, IDAHO
and
THE BOISE FARMERS MARKET

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective ________________, 2020 (the “Effective Date”), is entered into by and between the city of Boise City, Idaho, an Idaho municipal corporation (the “City”) and the Boise Farmers Market (“BFM”).

WHEREAS, BFM has a mission to support a regenerative, healthy food and agricultural system by operating a vibrant marketplace featuring locally grown and crafted products; and

WHEREAS, the City has a stated goal of addressing the childhood obesity epidemic and helping to create a healthier city, pursuant to its Healthy Initiative 2.0; and

WHEREAS, the City operates Mobile Recreation Vans that deliver healthy activities and nutrition education to Boise children using large cargo vehicles equipped with jump ropes, balls, bases, and other supplies for field games, fitness, nutrition, and fun art projects for children; and

WHEREAS, BFM operates a Saturday and Mobile Market, which brings fresh, local produce to neighborhoods in Boise for purchase in order to provide families and children convenient access to BFM’s fresh, local produce; and

WHEREAS, in some instances, BFM desires to operate its Mobile Market alongside the Mobile Recreation Vans operated by the City; and

WHEREAS, BFM accepts the federal government’s Supplemental Nutritional Assistance Program (“SNAP”) benefits as payment for its produce; and

WHEREAS, the City desires to encourage and assist its citizens by making available fresh, local produce; and

WHEREAS, among its primary goals, the City hopes to increase the availability of fresh, local produce to lower-income families and children;

NOW THEREFORE, in consideration of the promises, services, mutual covenants, and agreements herein contained, the parties hereto agree as follows:

A. Term of MOU. This MOU shall be effective as of the Effective Date and shall continue for a term of one (1) year (“Initial Term”) unless terminated or canceled pursuant to the provisions set forth herein. The City, at its option, may renew this MOU for one (1) additional (1) year term by providing written notice of its intent to renew at any time prior to the expiration of the Initial
Term. Certain sections and subsections in this MOU shall survive the termination, cancellation, or expiration of this MOU, as specified herein.

B. **Obligations of the City**

1. The City agrees to match up to ten dollars ($10.00) per purchase of fresh, local produce at any of BFM’s Saturday and Mobile Markets located within Boise City by any person using a SNAP card (“City Match”), with a maximum of up to two (2) such purchases per family per day qualifying for the City Match. The City Match will be realized by the City reimbursing BFM for all redeemed “coins” used to purchase fresh, local produce at a Saturday and Mobile Market located within Boise City.

2. BFM issues “coins” to a Saturday and Mobile Market patron in the amount of the City Match for qualifying purchases, up to ten dollars ($10.00) per purchase, with a maximum of two (2) purchases per family per day. BFM patrons can then use accumulated coins to pay for future purchases of fresh, local produce from any of BFM’s Mobile Markets and Saturday Market located within Boise City.

3. The cumulative total of all City Matches during the term of this MOU shall not exceed four thousand dollars ($4,000.00), and the City’s commitment to reimburse BFM for the City Matches during the term of this MOU is expressly limited to four thousand dollars ($4,000.00).

4. The City Match will be provided via reimbursement to BFM within thirty (30) days of the City’s receipt of all required invoices, reports, and documentation from BFM, as set forth herein.

5. The City’s operation of its Mobile Recreation Van remains at the City’s sole discretion.

C. **BFM Obligations.** BFM agrees to schedule its Mobile Farmers Market to accompany scheduled stops of the City’s Mobile Recreation Van, as may be convenient to BFM, within BFM’s sole discretion. BFM may also schedule such other Mobile Markets as BFM, in its sole discretion, deems advisable.

D. **Reimbursement of City Match.**

1. To obtain reimbursement pursuant to this MOU, BFM shall, on a weekly basis, invoice the City for the total amount of the City Match for the previous calendar week (Sunday through Saturday).

2. Each invoice from BFM shall include:
   a. Each of the daily sales sheets for the invoiced period;
   b. A record of all qualifying purchases made using a “coin” or “coins;” and
MEMORANDUM OF UNDERSTANDING

An Electronic Benefit Transfer ("EBT") report verifying SNAP purchases for the invoiced period.

3. Within fifteen (15) days of receiving a complete invoice, the City will verify the dollar amounts and date contained therein.

4. If the City determines the existence of a discrepancy in the amounts, frequency, use, or management of the City Match, the City shall notify BFM in writing within thirty (30) days of receiving the invoice containing the discrepancy.

5. If the City determines the invoice is correct, the City shall pay the amount due and owning, as shown on the invoice, to BFM within thirty (30) days of receiving the invoice.

6. The City will stop taking reimbursement requests as of Tuesday, September 15, 2020.

E. **Duty to Prevent Abuse.** BFM, diligently and in good faith, shall take all reasonable measures to prevent abuse of the City Match.

F. **City Indemnification and Insurance.**

1. To the extent allowed by Idaho law and without waiving any immunity or defense, the City shall indemnify and save and hold harmless BFM from and for any and all losses, claims, actions, judgments for damages or injury to persons or property and losses and expenses caused or incurred by the City, its servants, agents, employees, contractors, guests, and business invitees, and not caused by or arising out of the tortious conduct of BFM or its employees.

2. The City shall maintain, and specifically agrees that it will maintain, throughout the term of this MOU, 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. The City's liability coverage is provided through a self-funded liability program administered through a third party. Limits of liability and indemnification are five hundred thousand dollars ($500,000.00), Combined Single Limits, which amount is the City's limit of liability under the Idaho Tort Claims Act, this indemnification, and this MOU.

3. Additionally, the City shall have and maintain during the life of this contract, statutory Workers Compensation insurance, regardless of the number of employees, or lack thereof, to be engaged in work on the City Match program, in the statutory limits as required by law.

4. Notwithstanding the cause of action, the liability of the City is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code §§ 6-901 through 6-929, inclusive, as they now exist or hereafter may be amended.

5. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to the City under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable code, law, statute, ordinance, or case law, and shall not be construed to waive the City's sovereign immunity, which is hereby expressly retained.
6. The provisions of subsections F.1. - F.6. shall be deemed to be separate and independent from this MOU in the event there is any default, termination, or expiration of the MOU, and expressly shall survive the default, termination, or expiration of this MOU.

G. BFM Indemnification and Insurance.

1. To the extent allowed by Idaho law, BFM 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 BFM, its servants, agents, employees, contractors, guests, and business invitees, and not caused by or arising out of the tortious conduct of City or its employees.

2. BFM shall maintain, and specifically agrees that it will maintain, throughout the term of this MOU, 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. Upon request, BFM shall provide evidence of financial responsibility, which will consist of a Certificate of Financial Responsibility listing the City as additionally covered.

3. Additionally, BFM shall have and maintain during the life of this contract, statutory Workers Compensation insurance, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this MOU in the statutory limits as required by law.

4. The provisions of subsections G.1. - G.4. shall be deemed to be separate and independent from the MOU in the event there is any default, termination, or expiration of the MOU, and expressly shall survive the default, termination, or expiration of this MOU.

H. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this MOU or inferred from the conduct of the respective parties shall be construed to create any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party shall have authority to contract for or bind the other party in any manner whatsoever.

I. Discrimination Prohibited/Equal Opportunity Required.

1. In performing acts pursuant to this MOU, BFM shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or physical disability.

2. Acceptance of this MOU binds BFM to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that, “No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”

3. "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (Section 504 of the Rehabilitation Act of 1973.)
4. If this MOU involves any federal grant or funds, the applicable provisions and requirements of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the Americans with Disabilities Act of 1990 are also incorporated into this MOU as though set forth in full herein, and shall be binding upon the parties. Both parties shall comply with all such laws, as now written or as may, from time to time, be amended, and with all federal and state rules and regulations implementing such laws.

J. Audits and Inspections. At any time during normal business hours and as often as the City deems necessary to comply with, and ensure compliance with, the requirements of the MOU and all applicable local, state, or federal requirements, BFM shall make available to the City or its designee for examination all of BFM’s records with respect to matters covered by this MOU, including (without limitation) point-of-sale records, receipts, and EBT records, except as otherwise prohibited by law. BFM shall permit the City or its designee 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 or other data relating to all matters covered by this MOU. BFM shall maintain records for at least three (3) years following completion of the City Match program. BFM also shall permit the City to make site visits on the premises of BFM’s Mobile Markets at any reasonable time to observe and review BFM’s application, operation, and management of the City Match program. BFM shall cooperate fully and provide such assistance as may be required or requested by the City with respect to any audit or site visit.

K. Compliance with Laws. In its performance under this MOA, BFM shall comply with all statutes, laws, ordinances, and codes of federal, state, and local governments.

L. Termination.

1. Upon either party’s default or violation of any of the terms or conditions contained herein, the non-defaulting party may terminate this MOU after providing defaulting party with written notice of default or non-compliance, if the defaulting party fails to cure the default or violation within thirty (30) calendar days.

2. The City, in its sole discretion, may terminate this MOU in whole or in part for its convenience.

3. In no way or manner shall this MOU be construed to bind or obligate the City beyond the term of any particular appropriation of funds. The City reserves the right to terminate this MOU in whole or in part if, in the City’s sole judgment, adequate funds are not appropriated or authorized by the City’s Council for the purposes specified herein.

4. All affected future rights and liabilities of the parties hereto shall cease upon receipt of notice of termination from either party.

M. Amendment. No modification or amendment to this MOU shall be valid unless it is made in writing and is signed by an authorized representative of each of the parties.
N. **Severability.** If any provision of this MOU or application thereof is held invalid, such invalidity will not affect other provisions or applications of this MOU which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

O. **Attorney’s Fees.** If either party brings any action or proceeding to interpret, enforce, protect, or establish any right or remedy under the terms and conditions of this MOU, in addition to any other relief awarded, the prevailing party shall be entitled to recover reasonable attorney’s fees, as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this MOU.

P. **Cumulative Rights and Remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

Q. **In Writing.** This MOU contains all of the terms and conditions agreed upon by the Parties with respect to the subject matter hereof and may not be modified orally (or in any manner) other than as expressly set forth herein.

R. **Jurisdiction.** The laws of the state of Idaho (without regard to principles of conflicts of laws) shall govern the validity, interpretation, performance, and enforcement of this MOU. Venue shall be in the Fourth District Court of the State of Idaho, in and for Ada County.

S. **Successors and Assigns.** BFM shall not assign this MOU, except with prior written consent from the City. To the extent allowable by law, all of the terms, provisions, covenants, and conditions of this MOU shall inure to the benefit of, and be binding upon, each party and their successors, officers, employees, volunteers, agents, assigns, and representatives.

T. **Notices.** Written notices to the Parties shall be given by Registered Mail or Certified Mail of the U.S. Postal Service, with postage prepaid, addressed to the appropriate receiving party at the addresses designated below, or such other address updated by a party in writing, sent to all other parties hereto:

*To City:* Lisa Duplessie  
Education Manager  
Boise City Parks & Recreation  
1104 Royal Blvd  
Boise, Idaho 83706

*With a Copy to:* Robert Lockward  
Deputy Boise City Attorney  
P.O. Box 500  
Boise, Idaho 83701-0500

*To BFM:* Mike Sommer  
President  
Boise Farmers Market  
405 South 8th Street, Suite 285  
Boise, ID 83702

*With a Copy to:*
U. **Counterparts.** This MOU may be executed in two counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.

V. **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.

THE UNDERSIGNED have duly executed this MOU, as of the Effective Date.

**FOR THE CITY OF**

**BOISE CITY:**

By: ______________________________
Lauren McClean, Mayor

Date: ______________________________

**FOR THE BOISE FARMERS MARKET:**

By: ______________________________
Tamara Cameron, Market Manager

Date: _______04/08/2020__________

**ATTEST:**

Lynda Lowry, Ex-Officio City Clerk

MEMORANDUM OF UNDERSTANDING
TO: Mayor and Council
FROM: Lisa Duplessie, Parks & Recreation
NUMBER: RES-222-20
DATE: May 28, 2020
SUBJECT: Capital City Public Market MOU - SNAP Match to Local Markets

BACKGROUND:

The City of Boise offers a SNAP match program offering citizens up to a $20 match per day towards the purchase of fresh local fruits and vegetables at local farmers markets. The program goal was to encourage low-income consumers to eat healthier foods, support local growers and keep food dollars in the local economy.

This year the City of Boise Parks and Recreation Department will partner with the Boise Farmers Market and the Capital City Public Market to fund the SNAP match program. The match, which is provided through a coin system, can be used at any of these venues to simplify access for accessibility.

The Department will continue its role in processing payment, ensuring accountability and providing general support for these local programs.

The term of this agreement is one (1) year.

FINANCIAL IMPACT:

Under the terms of the MOU the City agrees to pay up to $10 (ten dollars) per purchase of fresh, local produce by any person using a SNAP card, with a maximum of two purchases per family per day.

ATTACHMENTS:

- Capital City Public Market MOU - SNAP Match to Local Markets (PDF)
A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE CAPITAL CITY PUBLIC MARKET; AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE MEMORANDUM OF AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Memorandum of Agreement by and between the city of Boise City and the Capital City Public Market, a copy of which is attached as Exhibit “A” and incorporated by reference, be, and is, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
MEMORANDUM OF UNDERSTANDING

between

THE CITY OF BOISE CITY, IDAHO

and

THE CAPITAL CITY PUBLIC MARKET

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective May 1, 2020 (the "Effective Date"), is entered into by and between the city of Boise City, Idaho, an Idaho municipal corporation (the "City") and the Capital City Public Market ("CCPM").

WHEREAS, CCPM has a mission to support a regenerative, healthy food and agricultural system by operating a vibrant marketplace featuring locally grown and crafted products; and

WHEREAS, the City has a stated goal of addressing the childhood obesity epidemic and helping to create a healthier city, pursuant to its Healthy Initiative 2.0; and

WHEREAS, the CCPM operates a Saturday Market, which brings fresh, local produce to neighborhoods in Boise for purchase in order to provide families and children convenient access to CCPM’s fresh, local produce; and

WHEREAS, CCPM accepts the federal government’s Supplemental Nutritional Assistance Program ("SNAP") benefits as payment for its produce; and

WHEREAS, the City desires to encourage and assist its citizens by making available fresh, local produce; and

WHEREAS, among its primary goals, the City hopes to increase the availability of fresh, local produce to lower-income families and children;

NOW THEREFORE, in consideration of the promises, services, mutual covenants, and agreements herein contained, the parties hereto agree as follows:

A. Term of MOU. This MOU shall be effective as of the Effective Date and shall continue for a term of one (1) year ("Initial Term") unless terminated or canceled pursuant to the provisions set forth herein. The City, at its option, may renew this MOU for one (1) additional (1) year term by providing written notice of its intent to renew at any time prior to the expiration of the Initial Term. Certain sections and subsections in this MOU shall survive the termination, cancellation, or expiration of this MOU, as specified herein.

B. Obligations of the City.

1. The City agrees to match up to ten dollars ($10.00) per purchase of fresh, local produce at any of CCPM’s Saturday located within Boise City by any person using a SNAP
card ("City Match"), with a maximum of up to two (2) such purchases per family per day qualifying for the City Match. The City Match will be realized by the City reimbursing CCPM for all redeemed “coins” used to purchase fresh, local produce at a Saturday Market located within Boise City.

2. CCPM issues “coins” to a Saturday patron in the amount of the City Match for qualifying purchases, up to ten dollars ($10.00) per purchase, with a maximum of two (2) purchases per family per day. CCPM patrons can then use accumulated coins to pay for future purchases of fresh, local produce from any of CCPM’s Saturday Market located within Boise City.

3. The cumulative total of all City Matches during the term of this MOU shall not exceed one thousand dollars ($1,000.00), and the City’s commitment to reimburse CCPM for the City Matches during the term of this MOU is expressly limited to one thousand dollars ($1,000.00).

4. The City Match will be provided via reimbursement to CCPM within thirty (30) days of the City’s receipt of all required invoices, reports, and documentation from CCPM, as set forth herein.

C. Reimbursement of City Match.

1. To obtain reimbursement pursuant to this MOU, CCPM shall, on a weekly basis, invoice the City for the total amount of the City Match for the previous calendar week (Sunday through Saturday).

2. Each invoice from CCPM shall include:
   a. Each of the daily sales sheets for the invoiced period;
   b. A record of all qualifying purchases made using a “coin” or “coins;” and
   c. An Electronic Benefit Transfer (“EBT”) report verifying SNAP purchases for the invoiced period.

3. Within fifteen (15) days of receiving a complete invoice, the City will verify the dollar amounts and date contained therein.

4. If the City determines the existence of a discrepancy in the amounts, frequency, use, or management of the City Match, the City shall notify CCPM in writing within thirty (30) days of receiving the invoice containing the discrepancy.

5. If the City determines the invoice is correct, the City shall pay the amount due and owning, as shown on the invoice, to CCPM within thirty (30) days of receiving the invoice.

6. The City will stop taking reimbursement requests as of Tuesday, September 15, 2020.

MEMORANDUM OF UNDERSTANDING
D. **Duty to Prevent Abuse.** CCPM, diligently and in good faith, shall take all reasonable measures to prevent abuse of the City Match.

E. **City Indemnification and Insurance.**

1. To the extent allowed by Idaho law and without waiving and immunity or defense, the City shall indemnify and save and hold harmless CCPM from and for any and all losses, claims, actions, judgments for damages or injury to persons or property and losses and expenses caused or incurred by the City, its servants, agents, employees, contractors, guests, and business invitees, and not caused by or arising out of the tortious conduct of CCPM or its employees.

2. The City shall maintain, and specifically agrees that it will maintain, throughout the term of this MOU, 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. The City’s liability coverage is provided through a self-funded liability program administered through a third party. Limits of liability and indemnification are five hundred thousand dollars ($500,000.00), Combined Single Limits, which amount is the City’s limit of liability under the Idaho Tort Claims Act, this indemnification, and this MOU.

3. Additionally, the City shall have and maintain during the life of this contract, statutory Workers Compensation insurance, regardless of the number of employees, or lack thereof, to be engaged in work on the City Match program, in the statutory limits as required by law.

4. Notwithstanding the cause of action, the liability of the City is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code §§ 6-901 through 6-929, inclusive, as they now exist or hereafter may be amended.

5. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to the City under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable code, law, statute, ordinance, or case law, and shall not be construed to waive the City’s sovereign immunity, which is hereby expressly retained.

6. The provisions of subsections E.1. - E.6. shall be deemed to be separate and independent from this MOU in the event there is any default, termination, or expiration of the MOU, and expressly shall survive the default, termination, or expiration of this MOU.

F. **CCPM Indemnification and Insurance.**

1. To the extent allowed by Idaho law, CCPM 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 CCPM, its servants, agents, employees, contractors, guests, and business invitees, and not caused by or arising out of the tortious conduct of City or its employees.

2. CCPM shall maintain, and specifically agrees that it will maintain, throughout the term of this MOU, 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. Upon request, CCPM shall provide evidence of financial responsibility, which will consist of a Certificate of Financial Responsibility listing the City as additionally covered.

3. Additionally, CCPM shall have and maintain during the life of this contract, statutory Workers Compensation insurance, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this MOU in the statutory limits as required by law.

4. The provisions of subsections F.1. - F.4. shall be deemed to be separate and independent from the MOU in the event there is any default, termination, or expiration of the MOU, and expressly shall survive the default, termination, or expiration of this MOU.

G. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this MOU or inferred from the conduct of the respective parties shall be construed to create any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party shall have authority to contract for or bind the other party in any manner whatsoever.

H. **Discrimination Prohibited/Equal Opportunity Required.**

1. In performing acts pursuant to this MOU, CCPM shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or physical disability.

2. Acceptance of this MOU binds CCPM to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that, “No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”

3. "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (Section 504 of the Rehabilitation Act of 1973.)

4. If this MOU involves any federal grant or funds, the applicable provisions and requirements of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the Americans with Disabilities Act of 1990 are also incorporated into this MOU as though set forth in full herein, and shall be binding upon the parties. Both parties shall comply with all such laws, as now written or as may, from time to time, be amended, and with all federal and state rules and regulations implementing such laws.

I. **Audits and Inspections.** At any time during normal business hours and as often as the City deems necessary to comply with, and ensure compliance with, the requirements of the MOU and all applicable local, state, or federal requirements, CCPM shall make available to the City or
its designee for examination all of CCPM’s records with respect to matters covered by this MOU, including (without limitation) point-of-sale records, receipts, and EBT records, except as otherwise prohibited by law. CCPM shall permit the City or its designee 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 or other data relating to all matters covered by this MOU. CCPM shall maintain records for at least three (3) years following completion of the City Match program. CCPM also shall permit the City to make site visits on the premises of CCPM’s Saturday Markets at any reasonable time to observe and review CCPM’s application, operation, and management of the City Match program. CCPM shall cooperate fully and provide such assistance as may be required or requested by the City with respect to any audit or site visit.

J. Compliance with Laws. In its performance under this MOA, CCPM shall comply with all statutes, laws, ordinances, and codes of federal, state, and local governments.

K. Termination.

1. Upon either party’s default or violation of any of the terms or conditions contained herein, the non-defaulting party may terminate this MOU after providing defaulting party with written notice of default or non-compliance, if the defaulting party fails to cure the default or violation within thirty (30) calendar days.

2. The City, in its sole discretion, may terminate this MOU in whole or in part for its convenience.

3. In no way or manner shall this MOU be construed to bind or obligate the City beyond the term of any particular appropriation of funds. The City reserves the right to terminate this MOU in whole or in part if, in the City’s sole judgment, adequate funds are not appropriated or authorized by the City’s Council for the purposes specified herein.

4. All affected future rights and liabilities of the parties hereto shall cease upon receipt of notice of termination from either party.

L. Amendment. No modification or amendment to this MOU shall be valid unless it is made in writing and is signed by an authorized representative of each of the parties.

M. Severability. If any provision of this MOU or application thereof is held invalid, such invalidity will not affect other provisions or applications of this MOU which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

N. Attorney’s Fees. If either party brings any action or proceeding to interpret, enforce, protect, or establish any right or remedy under the terms and conditions of this MOU, in addition to any other relief awarded, the prevailing party shall be entitled to recover reasonable attorney’s fees, as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this MOU.

O. Cumulative Rights and Remedies. All rights and remedies herein enumerated shall be
cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

P. In Writing. This MOU contains all of the terms and conditions agreed upon by the Parties with respect to the subject matter hereof and may not be modified orally (or in any manner) other than as expressly set forth herein.

Q. Jurisdiction. The laws of the state of Idaho (without regard to principles of conflicts of laws) shall govern the validity, interpretation, performance, and enforcement of this MOU. Venue shall be in the Fourth District Court of the State of Idaho, in and for Ada County.

R. Successors and Assigns. CCPM shall not assign this MOU, except with prior written consent from the City. To the extent allowable by law, all of the terms, provisions, covenants, and conditions of this MOU shall inure to the benefit of, and be binding upon, each party and their successors, officers, employees, volunteers, agents, assigns, and representatives.

S. Notices. Written notices to the Parties shall be given by Registered Mail or Certified Mail of the U.S. Postal Service, with postage prepaid, addressed to the appropriate receiving party at the addresses designated below, or such other address updated by a party in writing, sent to all other parties hereto:

To City: Lisa Duplessie Education Manager Boise City Parks and Recreation 1104 Royal Blvd Boise, Idaho 83706

To CCPM: Mona Warchol Executive Director Capital City Public Market 910 W Main St Suite #242 Boise, ID 83702

With a Robert Lockward Deputy Boise City Attorney P.O. Box 500 Boise, Idaho 83701-0500

Copy to: Robert Lockward Deputy Boise City Attorney P.O. Box 500 Boise, Idaho 83701-0500

T. Counterparts. This MOU may be executed in two counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.

U. 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.
THE UNDERSIGNED have duly executed this MOU, as of the Effective Date.

FOR THE CITY OF BOISE CITY:

By: ________________________________
Lauren McClean, Mayor

Date: ________________________________

ATTEST:

Lynda Lowry, Ex-Officio City Clerk

FOR THE CAPITAL CITY PUBLIC MARKET:

By: Mona Warchol, Executive Director

Date: 4.14.2020
TO: Mayor and Council  
FROM: Rob Lockward, Legal  
NUMBER: RES-223-20  
DATE: May 29, 2020  
SUBJECT: MOU with University of Idaho for Development of Facilities and Programming at Spaulding Ranch

BACKGROUND:

The purpose of this Memorandum of Understanding is to allow the City of Boise, through its Department of Parks and Recreation, and the University of Idaho Extension to partner together to jointly develop educational materials and programming related to agriculture and the historic farmstead known as Spaulding Ranch.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Memorandum of Understanding (PDF)
CITY OF BOISE

Resolution NO. RES-223-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING,
BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND
RECREATION) AND THE UNIVERSITY OF IDAHO EXTENSION, FOR THE
DEVELOPMENT OF EDUCATIONAL MATERIALS AND PROGRAMMING AT
SPAULDING RANCH; 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 Understanding, between the city of Boise City
and the University of Idaho Extension, 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.
MEMORANDUM OF UNDERSTAND FOR DEVELOPMENT OF FACILITIES AND PROGRAMMING AT SPAULDING RANCH

MOU entered into this ___ day of ___________, by and between the City of Boise, an Idaho municipal corporation, by and through its Department of Parks and Recreation ("the City") and the University of Idaho Extension, an Idaho institution of higher education ("University").

I
PURPOSE

This MOU between the City and University memorializes the parties' intent to develop programming with the Department of Parks and Recreation ("Department") for members of the public participating in the City's parks and recreation programs at Spaulding Ranch.

II.
POLICY

WHEREAS, the Department is developing Spaulding Ranch to preserve and showcase an historic farmstead; and;

WHEREAS, both the City and University strongly value the educational and leadership development resulting from programs provided by the Department, this MOU is mutually beneficial to the Parties through the creation of educational materials and programming related to agriculture and the historic farmstead known as Spaulding Ranch.

III
ROLES

A. The City shall:

1. Continue to develop the facilities located at Spaulding Ranch in accordance with the most up to date and approved master plan controlling and guiding the development of Spaulding Ranch.

2. Partner, through the Department, for the development of agricultural related future activities and programming to be held at Spaulding Ranch.

3. To the extent permitted by law and subject to the Idaho Tort Claims Act, agree that the University shall have no liability to the City or to third parties for loss or damage arising out of or resulting from the activities performed under this MOU. The City therefore agrees to release, defend, indemnify, and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries to persons and for damages to property arising out of or in connection with the activities of under this MOU.
B. University shall:

1. Provide recommendations regarding activities and programming for use at Spaulding Ranch. These proposed opportunities may include, but at not limited to those set forth by Exhibit A.

C. The Parties further agree that:

1. This MOU is contingent upon the availability of sufficient funding from each Party in order to meet the respective obligations contained in this MOU. In the event either party does not receive or does not appropriate its portion of the funding obligation hereunder, the parties' obligations under this MOU shall cease and each party shall be released from further performance under the contract without any liability to the other party.

2. The parties may only modify this MOU by a separate written instrument signed and executed by both Parties.

3. The term of this MOU shall begin upon execution of this MOU by both Parties, subject to termination by either party with sixty (60) days written notice to the other. This provision shall not be construed as a promise of continuing employment or additional notice of termination to employee nor create any rights whatsoever as a third-party beneficiary in the employee, whose employment shall continue to be subject to all policies and procedures applicable to other City employees.

4. Even though agreed to by the parties, this MOU shall become effective only upon authorization by resolution of the City Council of Boise City and approval by the Mayor.

5. Both Parties hereto, by exercising any rights granted by this MOU, 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, handicap, or sexual orientation or gender identity or expression. Non-compliance constitutes a breach of this MOU, and, in the event of non-compliance, each Party hereto may terminate this MOU immediately by notifying the other Party, in writing, of such termination.

6. The laws of the state of Idaho shall govern the validity, interpretation, performance, and enforcement of this MOU. Venue shall be proper in the Fourth District Court, in and for Ada County, Idaho.

7. This MOU may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same MOU. A signed copy of this
MOU delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this MOU.

CITY:

By: ____________________________
   Lauren McClean, Mayor

UNIVERSITY:

By: ____________________________
   Lynda Lowry, Ex Officio City Clerk
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-224-20
DATE: June 1, 2020
SUBJECT: CO#3; CMGC 18-091: Secondary Treatment Enhancement Project GMP 2; PW; RSCI; NTE $89,964.00

BACKGROUND:
The Public Works Department solicited proposals from experienced firms who can adequately demonstrate that they have the resources, experience and qualifications to provide CM/GC services for the Secondary Treatment Enhancement Project (STEP) at the West Boise Water Renewal Facility (WBWRF). The City interviewed the top firms and awarded the CM/GC contract to RSCI, the best qualified/highest ranked proposer. The construction phase services have been negotiated and awarded as multiple GMP amendments and presented to Council for approval. GMP2 represents the final phase of this contract.

GMP 2 Change Order 1 was approved by department staff for Additional Waterstop and Site Drainage Containment Basin in the amount of $46,019.00 on March 4th, 2020. GMP 2 Change Order 2 was approved by department staff for Underground Detection Tape Installation and Building Permit Fee Adjustment in the amount of $49,708.92 on April 16, 2020. GMP 2 Change Order 3 in the amount of $89,964.00 will increase the contract amount to allow for Drawing and Design changes that are required and Construction work that was put on hold due to the COVID 19 Pandemic.

RECOMMENDATION:
Finance and Administration and Public Works Department staff recommend that Change Order #3 for CMGC 18-091 Secondary Treatment Enhancement Project be approved in the amount of $89,964.00 to Record Steel and Construction, Inc. d.b.a. RSCI, for a total contract not to exceed amount $1,452,311.92. The original GMP contract was $1,266,620.

FINANCIAL IMPACT:
CITY OF BOISE

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- CMGC 18-091 CO#3 (PDF)
CITY OF BOISE

Resolution NO. RES-224-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING CHANGE ORDER NUMBER 3 TO CMGC 18-091 GMP 2, SECONDARY TREATMENT ENHANCEMENT PROJECT, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND RECORD STEEL AND CONSTRUCTION, INC. D.B.A. RSCI; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works staff recommend approval of Change Order #3 for CMGC 18-091 GMP 2, Secondary Treatment Enhancement Project, to Record Steel and Construction, Inc. d.b.a. RSCI; and,

WHEREAS, during their meeting of April 10, 2018, the City Council followed staff recommendation and awarded Resolution No. RES-149-18, to the best qualified proposer, Record Steel and Construction, Inc. d.b.a. RSCI; and,

WHEREAS, on March 4th, 2020 staff approved Change Order #1; and,

WHEREAS, on April 16, 2020 staff approved Change Order #2; and,

WHEREAS, this change order is for change in conditions; and,

WHEREAS, the above-described work requested constitute additional work outside the original contract’s parameter’s but results from a changed or previously unknown condition or staff believe that it is in the best interest of the City to contract with Record Steel and Construction, Inc. d.b.a. RSCI for the additional work,

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

Section 1. That Change Order Number 3 by and between the City of Boise City and Record Steel and Construction, Inc. d.b.a. RSCI, for CMGC 18-091, Secondary Treatment Enhancement Project, 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 Change Order for and on behalf of the City of Boise City.
Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
CONTRACT CHANGE ORDER (CCO)

To: RSCI
  Trent Dyksterhouse
  333 W Rossi Rd
  Boise, ID 83706

Project Name: Chem. Stor. and Distribution Improvements

Date: 5/14/2020

CCO No.: 3
CMGC No.: 18-091, GMP2

Project No.: PWE 849

The following changes are hereby made to the Contract Document:

Description:
1. PCO 503-020 – RFP 04 IFC Rev 1 Set Changes   $70,624.00
2. PCO 503-021 – Extended GC Costs from Shutdown   $19,340.00

Price Adjustment: Contract price will be increased.

Justification:
PCO 503-020 – Drawing and design changes were required based on Building Permit review comments. These comments affected the design and therefore the construction costs. The changes to the design are considered outside of the original scope of work.

PCO 503-021 – Construction work on this project was put on hold based on the stay at home order by the Idaho Governor and work guidelines and policies issued by the City of Boise Council and Mayor. This hold on the work affected the contractor’s completion schedule and the original General Conditions price.

Contract Adjustment:

Original Contract Price: $1,266,620.00

Current Contract Price Adjusted by Previous Change Order(s): $1,362,347.92

The Contract Price Due to This Change Order will be increased: $89,964.00

The New Contract Price Including this Change Order will be: $1,452,311.92

% Change from Original to New Contract Amount: 14.66%

The Contract Time will be increased by 31 Calendar Days

Original Contract Completion Date: 05/30/2020
Revised Contract Completion Date: 06/30/2020

Recommended for Approval: [Signature]

Contractor
RSCI

City of Boise

Robyn L. Mattison

Public Works Department

Date: 2020.05.15 10:27:45-07:00

Date: 5/14/2020

Project Manager

Date: 5/18/2020

Purchasing

Date

Mayor

Date

Attest: City Clerk

Date

Distribution: Original - Accounting, Contractor, Inspector

SF/CF: 3.4

Form 400 REV 5/26/00

Packet Pg. 639
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-225-20
DATE: June 1, 2020
SUBJECT: Renewal RFP 18-223: Security Services: Parks & Rec: Universal Protection Service: NTE $300,000

BACKGROUND:
The Parks & Recreation and Library Department solicited proposals for On-Site Security Services for Zoo Boise, Rhodes Parks, Libraries, and other functions/locations as needed.

RECOMMENDATION:
Finance and Administration and Parks & Recreation recommend that RFP 18-223 be renewed for one year, beginning June 12, 2020, and ending June 11, 2021, not to exceed $300,000.00. This is the second (2nd) of seven (7) annual renewals allowed by the Agreement.

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

ATTACHMENTS:

- RFP 18-223 FY20-21 Contract Renewal (PDF)
CITY OF BOISE

Resolution NO. RES-225-20

BY THE COUNCIL

BAGEANT, CLEGG , HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING THE RENEWAL OF RFP 18-223, SECURITY SERVICES, BETWEEN THE CITY OF BOISE (PARKS & RECREATION) AND UNIVERSAL PROTECTION SERVICE LP, DBA UNIVERSAL SECURITY SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Parks & Recreation staff recommended award of RFP 18-223, Security Services, to the highest ranked proposer, Universal Protection Service LP, dba Universal Security Services; and,

WHEREAS, during their meeting of April 16, 2019, the City Council followed staff recommendation and awarded Resolution No. 160-19 to Universal Protection Service LP, dba Universal Security Services; 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, Universal Protection Service LP, dba Universal Security Services has agreed to renew the contract under the terms and conditions as specified in the attached renewal letter; and,

WHEREAS, this is the second (2nd) of seven (7) 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 Universal Protection Service LP, dba Universal Security Services for RFP 18-223, 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 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.
May 6, 2020

Mike Smidt
Universal Protection Service LP, dba Universal Security Services
1655 West Fairview Avenue, Suite 119
Boise, ID 83702
mike.smidt@aus.com

RE: Renewal of Boise City RFP 18-223; Security Services, Universal Protection Service LP, dba Universal Security Services, Parks & Recreation, Boise City

Dear Mike:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in RFP 18-223, Boise City is interested in renewing the contract for one year, beginning June 12, 2020 and ending June 11, 2021, in an annual amount not to exceed $300,000.00. This is the second (2nd) of seven (7) renewals allowed by the Agreement.

If you are interested in renewing your agreement, please indicate your acceptance by completing the appropriate area below, signing, and returning the document. Also, please include an updated copy of your current general liability insurance listing Boise City as additional insured, auto insurance and workers' compensation certificates. If applicable, include other certificates requested as well.

The renewal term will be effective upon your receipt of a purchase order from the City. Thank you for your interest in meeting the needs of the City of Boise. Please return signed letter to Purchasing Office, 150 N. Capitol Blvd., PO Box 500, Boise, Idaho 83701-0500.

Sincerely,

Please renew the agreement: yes [ ] no [ ]

Colin Millar, Purchasing Manager
City of Boise

Date

ACCEPTED BY:

Universal Protection Service LP

By [ ]

Date

Michael Smidt, Print Name

APPROVED BY:

Mayor

Date

ATTEST:

City Clerk

Date
TO: Mayor and Council

FROM: Colin Millar, Purchasing

NUMBER: RES-228-20

DATE: June 3, 2020


BACKGROUND:
The City of Boise Parks and Recreation Department solicited proposals from contractors to provide and install materials and labor to develop a new park on the bank of Quinn’s pond, including rock placing for boulder walls, concrete work and landscaping.

This change order is for a new irrigation zone due to the existing irrigation not being viable for the project.

RECOMMENDATION:
Approval of Change Order #3 to increase FB 19-444; Bernardine Quinn Park Green-Up amount by $496.51. The original contract amount was $389,474.60. Change Order #1 increased the contract by $68,722.00. Change Order #2 increased the contract by $63,733.00. The new contract amount including Change Order #3 is $522,426.11 and represents a 34% increase from the original contract value.

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

ATTACHMENTS:
- FB 19-444 CO #3 (PDF)
CITY OF BOISE

Resolution NO. RES-228-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING CHANGE ORDER NUMBER 3 TO FB 19-444, BERNARDINE QUINN PARK GREEN-UP, BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND TDX POWER SERVICES, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Parks and Recreation staff recommend approval of change order for FB 19-444, Bernardine Quinn Park Green-Up to the lowest responsive bidder proposer, TDX Power Services, LLC; and,

WHEREAS, during their meeting of September 24, 2019, the City Council followed staff recommendation and awarded Resolution No. 458-19 to TDX Power Services, LLC; and,

WHEREAS, during their meeting of January 7, 2020, the City Council followed staff recommendation and authorized approval of a change order #1, Resolution No. 4-20; and,

WHEREAS, during their meeting of March 24, 2020, the City Council followed staff recommendation and authorized approval of a change order #2, Resolution No. 119-20; and,

WHEREAS, this change order is for a new irrigation zone due to the existing irrigation not being viable for the project; and,

WHEREAS, the above-described work/services requested constitute additional work outside the original contract’s parameter’s but results from a changed or previously unknown condition or staff believe that it is in the best interest of the City to contract with TDX Power Services, LLC for the additional work.

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

Section 1. That Change Order #3 by and between the City of Boise City and TDX Power Services, LLC, for FB 19-444, Bernardine Quinn Park Green-Up, 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 Change Order for and on behalf of the City of Boise City.
Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
Change Order Form

BOISE CITY

PURCHASING NUMBER: FB 19-444
PROJECT TITLE: Bernardine Quinn’s Green-Up
CHANGE ORDER NUMBER: 4 3

ACCOUNT NUMBER: 590000 ACCOUNT UNIT: 5004 COMPANY: 402 ACTIVITY: pkcplf

PO NUMBER: 25941 DEPT. PROJECT NO.: DEPT/DIVISION: Parks/Design

DATE PREPARED: 5.15.20

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION: Misc items

PRICE ADJUSTMENT: $424.65 $496.51

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>New irrigation zone</td>
<td>1</td>
<td>Lump</td>
<td>$3,655.97</td>
<td>$3,655.97</td>
</tr>
<tr>
<td>2</td>
<td>Abutment (shared cost)</td>
<td>1</td>
<td>Lump</td>
<td>$1,028.00</td>
<td>$1,028.00</td>
</tr>
<tr>
<td>3</td>
<td>Use tax on amenities</td>
<td>1</td>
<td>Lump</td>
<td>$424.65</td>
<td>$424.65</td>
</tr>
<tr>
<td>4</td>
<td>Concrete credit</td>
<td>1</td>
<td>Lump</td>
<td>(2,998.00)</td>
<td>(2998.00)</td>
</tr>
<tr>
<td>5</td>
<td>Monument sign deduct</td>
<td>1</td>
<td>Lump</td>
<td>(1,614.11)</td>
<td>(1,614.11)</td>
</tr>
</tbody>
</table>

JUSTIFICATION: Existing irrigation was not viable

ORIGINAL CONTRACT AMOUNT: $389,474.64
CURRENT CONTRACT AMOUNT ADJUSTED BY PREVIOUS CHANGE ORDER(S): $521,592.94 $521,929.60
(PREVIOUS CHANGE ORDER VALUE): $102,722.80
CURRENT CHANGE ORDER AMOUNT: $496.51
TOTAL CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: $522,089.45 $522,426.11

% OF CUMULATIVE CHANGE: 34.0%

DATE FOR COMPLETION OF ALL WORK: 7.1.20
THE CONTRACT TIME WILL BE EXTENDED BY ___30__ CALENDAR DAYS.

APPROVED BY:

Lauren McLean, Mayor

ATTEST:

City Clerk

Purchasing Agent

DEPARTMENT APPROVAL

LEGAL DEPARTMENT

CONTRACTOR NAME & ADDRESS:

Power
TDX Power Services
7544 Lemhi St #2
Boise ID 83709

5/30/2020

PRINT NAME & TITLE

Packet Pg. 646
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-229-20
DATE: June 2, 2020
SUBJECT: RFP 14-188; Amendment 1; Governmental 457 Deferred Comp Plan Record Keeping Services

BACKGROUND:

In 2014, Human Resources and Financial Services personnel issued RFP 14-188: Governmental 457 Deferred Compensation Plan Administrative Services. The highest-ranked proposer was determined to be Lincoln Financial Group. On May 5, 2015, via Resolution No. 199-15, City Council awarded RFP 14-188 to Lincoln Financial Group and approved the agreement through which Lincoln would provide various administrative services, including recording keeping services, for the City of Boise's 457(b) General Employee-Firefighter Deferred Compensation Plan. This agreement was for an initial term of one year and permitted four annual renewals. Having reached the end of the fourth renewal period originally permitted under the agreement, Human Resources personnel desire to amend that agreement to permit a fifth renewal period. This is the first amendment to the agreement. The amendment permits a fifth renewal term for a two year period, contains the agreement to enter into the fifth renewal term, and reduces the participation service fee.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- RFP 14-188 Amendment 1 for Council (PDF)
- Exhibit 1 (PDF)
A RESOLUTION APPROVING AMENDMENT NO. 1 TO RFP 14-188
GOVERNMENTAL 457 DEFERRED COMPENSATION PLAN ADMINISTRATIVE
SERVICES BETWEEN THE CITY OF BOISE CITY (HUMAN RESOURCES
DEPARTMENT) AND LINCOLN RETIREMENT SERVICES COMPANY, LLC,
AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE
AND ATTEST SAID AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the award and agreement for RFP 14-188 Governmental 457 Deferred
Compensation Plan Administrative Services to Lincoln Financial Group were approved by City
Council on May 5, 2015 via Resolution No. 199-15; and

WHEREAS, the original agreement with Lincoln Financial Group was for a one-year
initial term and four annual renewal periods; and

WHEREAS, staff desire to amend the original agreement through Amendment No. 1 to
permit a fifth renewal term for a two-year period and to decrease the participation cost.

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 Lincoln
Retirement Services Company, LLC, for RFP 14-188, Governmental 457 Deferred
Compensation Plan Record Keeping 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 Amendment 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.
AMENDMENT NO. 1 TO

RFP 14-188 PROFESSIONAL SERVICES CONTRACT AGREEMENT

This Amendment No. 1 to RFP 14-188 Professional Services Contract Agreement, dated May 1, 2015 (the "Amendment"), is between the City of Boise (Human Resources Department), an Idaho municipal corporation ("City"), and Lincoln Retirement Services Company, LLC, an Indiana limited liability company ("Recordkeeper", and together with City, the "Parties", and each, a "Party").

WHEREAS, the Parties have entered into an RFP 14-188 Professional Services Contract Agreement, dated May 1, 2015, (the "Existing Agreement") for the provision of employee retirement plan services; and

WHEREAS, the Parties hereto desire to amend the Existing Agreement to extend the term and decrease the cost on the terms and subject to the conditions set forth herein; and

WHEREAS, pursuant to Section 24 of the Existing Agreement, the amendments contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows: All references to "Consultant" therein shall be changed to "Recordkeeper" and the specific sections of the Existing Agreement identified below are amended through the following additions (indicated by underlining) and deletions (indicated by strikethroughs) as follows:

(a) Section 2 Time of Performance: All work and products described in the contract documents shall be provided during the contract term (one year, with four [4] renewals by mutual agreement as set forth below) commencing May 1, 2015. The term may be modified by mutual written agreement of the parties.

(b) Section 32 Renewal: This agreement shall not be valid for more than One Year from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. Four [4]-Five (5) renewals shall be allowed, the first four (4) renewal terms shall be for a period of one (1) year each, the fifth (5th) renewal term shall be for a two (2) year period.

(c) Section 10 Compensation: Compensation to Consultant Recordkeeper will be in accordance with the Service Agreement (Attachment 1) as set forth in Article 2 Fees and Expenses for the first year and four subsequent one year renewal periods. Compensation to Consultant Recordkeeper for the fifth renewal term, a 2 year period, will be determined by amendment at the time of renewal.
(d) **Section 11 Method of Payment**: Compensation to Consultant Recordkeeper will be in accordance with the Service Agreement (Attachment 1) as set forth in Article 2 Fees and Expenses for the first year and four subsequent one year renewal periods. For the fifth renewal period, compensation to Recordkeeper will be determined by amendment at the time of renewal.

3. **Renewal**. The Parties hereby agree to renew the Existing Agreement, as modified by this Amendment, for a fifth renewal term of two (2) years.

   (a) Recordkeeper’s pricing for the fifth renewal term will be in accordance with the Service Agreement (Attachment 1) as set forth in Article 2 Fees and Expenses except that Recordkeeper’s fee for all services will be decreased to a rate of $49 per participant pursuant to Scenario One of the Pricing Summary which is attached hereto and incorporated herein as **Exhibit 1**.

   (b) Recordkeeper will pay an annual rebate of $5000 (five thousand dollars) paid in quarterly installments of $1250 on or before the end of the month following quarter end in each year of the fifth renewal term. Recordkeeper will pay the rebates by directly depositing them into the plan expense account which it holds in accordance with its obligations described in the Contract Documents of the Existing Agreement. In addition, the Stable Value crediting rate will remain 2% until June 30, 2022.

4. **Date of Effectiveness; Limited Effect**. This Amendment will become effective on the date on which it is executed by the City of Boise below (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement will mean and be a reference to the Existing Agreement as amended by this Amendment.

5. **Representations and Warranties**. Each Party hereby represents and warrants to the other Party that:

   (a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

   (b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this
Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

6. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with, the laws of the State of Idaho, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

END OF AMENDMENT

[Signature Pages Follow]
The Parties have executed this Amendment as of the Effective Date defined above.

Lincoln Retirement Services Company, LLC  
P.O. Box 7876  
Fort Wayne, IN 46801-7876

Signature  
Date: May 13, 2020  
Ralph R. Ferraro  
Printed Name  
SVP, Head of RPS Product  
Title
PURCHASING CONTRACT NUMBER RFP 14-188

APPROVED AS TO FORM AND CONTENT:

Kathy Sloan
Department
Date

6/2/2020

Colin Millar
Purchasing Agent
Date

Kelley Fleming
Legal Department
Date

NA

Risk Management
Date

CITY OF BOISE

APPROVED BY:

Lauren McLean, Mayor
Date

ATTEST:

City Clerk
Date

RFP 14-188 AMENDMENT NO. 1
Page 5 of 5
As requested, we are providing this pricing for the City of Boise.

**Scenario one: The City retains their existing Lincoln Stable Value Account**

With a two-year price extension, our required revenue is $49 per participant. The Lincoln Stable Value Account crediting rate is 2.00% through March 31, 2022.

**Scenario two: The City moves to a declared + 0 version of the Lincoln Stable Value Account**

With a five-year price guarantee, our required revenue is $44 per participant. The Lincoln Stable Value Account crediting rate is 2.00%.

Specific assumptions include:

- Plan: 457(b)
- Assets: $49.9 M
- Annual contributions: $4.1 M
- Participants with a balance: 1,275
- Eligible employees: 1,490
- On-site support: 15 days annually
- $5,000 and $4 per head will be deposited into the plan expense account annually.
- There are no commissions or compensation included in the required revenue.
- **WellnessPath®** is included in pricing.
- The Lincoln Stable Value Account GMIR is 1.00%.

This proposal is guaranteed for 120 days after which time Lincoln reserves the right to reconsider its initial proposal. Our response to this pricing request has been prepared based on information presented in the RFP and any variation, plus or minus 10%, from the assumptions will result in re-pricing our quote.

**Participant fees**

Fees assessed to participants’ accounts include:

- Distribution processing fee - $40
- In-service withdrawal fee - $25
- Loan initial set-up fee - $75
- Annual loan administration fee - $25
- DRO processing fee - $500
- Morningstar managed account services - 0.45% of all assets charged to participants who elect this service

**WellnessPath®**

Included in both our offers is Lincoln’s comprehensive financial wellness online tool – **WellnessPath®**. Available on our participant website via single sign-on, this personalized tool presents actionable items such as goal-setting, to dos, and linking accounts to aid participants on their financial journey. It covers
topics related to saving, debt, spending, and protection. It also allows for participants to set notifications, which allows them to take accountability for their financial goals.

Research has shown that participants who engage with financial wellness information save more in their retirement savings. Our goal is to provide participants with the flexibility to gain knowledge on the various wellness topics so that their decisions help them meet their financial needs.
Kootenai Townhomes, LLC requests a one-year time extension for bonding associated with drainage, site work, paving, sewer, and landscaping improvements for a final plat for a single-family residential subdivision comprised of 17 buildable lots and 1 common lot located at 2234 W Kootenai St on approximately 0.89 acres in an R-3D (High Density Residential with Design Review) zone.

TABLE OF CONTENTS

- Page 2: Request, Analysis, and Recommendation
- Page 3: Marietta Subdivision Final Plat
- Page 6: Letter of Request dated April 14, 2020
Request
The applicant requests a one-year time extension to May 1, 2020 for bonding associated with drainage, site work, paving, sewer, and landscaping improvements for the final plat of Marietta Subdivision.

Analysis
Marietta Subdivision (SUB18-00066) consisting of 17 buildable lots and 1 common lot was approved and recorded for the property. A condition of approval of the subdivision required improvements be installed or bonded for prior to recordation. The applicant bonded for these improvements and now requests a one-year time extension in order to allow additional time to complete the project. The bond (BND19-00056) was set to expire on May 1, 2020. Prior to expiration, the applicant submitted an extension request on April 14, 2020. Boise City Code allows for one-year extensions to bonding agreements subject to approval from the Boise City Council.

Recommendation
The Planning Team recommends approval of a one-year time extension to May 1, 2021.
MARIETTA SUBDIVISION

CERTIFICATE OF OWNERS:

Know all men by these presents. That CK Property Group, LLC., a Georgia limited liability company, is the owner of record of the property described as follows:

A re-subdivision of Lots 9 and 10, Block 1 of Whitehead Subdivision as filed in Book 10 of Plats at Page 542, records of Ada County, Idaho, located in the SW 1/4 of Section 15, T 3 N., R 2 E., B. M., Boise, Ada County, Idaho being more particularly described as follows:

Commencing at the S1/16 corner of said Section 15 from which the SW corner of said Section 15 bears South 00°10'58" West, 1385.01 feet;

thence along the South boundary line of the NW 1/4 of the SW 1/4 of said Section 15 North 00°10'50" East, 1075.08 feet;

thence leaving said South boundary line North 00°10'50" West, 25.00 feet to the SW corner of said Lot 9, said point being the REAL POINT OF BEGINNING;

thence along the West boundary line of said Lot 9 North 00°10'50" West, 240.05 feet to the NW corner of said Lot 9;

thence along the northeasterly boundary line of said Lots 9 and 10 and 370.76 feet along the arc of a non-tangent curve to the right, said curve having a radius of 719.83 feet, a central angle of 29°30'40" and a long chord which bears South 49°17'00" East, 365.68 feet to the SE corner of said Lot 10;

thence along the South boundary line of said Lots 10 and 9 South 89°49'10" West, 277.17 feet to the REAL POINT OF BEGINNING. Containing 36.091 square feet, more or less.

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

CK Property Group, LLC, a Georgia limited liability company

Kevin Cabilio, Member

CERTIFICATE OF SURVEYOR:

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

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

ACKNOWLEDGMENT:

State of Idaho )
County of Ada ) s.s.

On this day of , 20  , before me, the undersigned Notary Public in and for the State of Idaho, personally appeared , known to me to be a member of CK Property Group LLC., a Georgia Limited Liability Company, the Limited Liability Company that executed the instrument on behalf of said Limited Liability Company and acknowledged to me that such Limited Liability Company executed the same.

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

My commission expires

Notary Public for Idaho
Residing in , Idaho

12/11/18 | SUB18-00066
MARIETTA SUBDIVISION

HEALTH CERTIFICATE
Sanitary restrictions as required by Idaho Code, Title 55, 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

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

County Surveyor

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

Date  County Treasurer

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT
The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the ______ day of _______, 20___.

President ACHD

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

City Clerk, Boise, Idaho

APPROVAL OF CITY ENGINEER
I, the undersigned, Boise City Engineer, hereby state that the conditions of Boise City have been satisfied for Millwall Place Subdivision No. 3.

City Engineer  Date

COUNTY RECORDER'S CERTIFICATE
State of Idaho 
County of Ada

I hereby certify that this instrument was filed for record at the request of ___________ at ___________ O'clock ___________ M. on the ______ day of _______, 20___ in Book _______ of plats at Pages _______.

Instrument No. ___________

Deputy  Ex-Officio Recorder
Leon Letson

From: Kevin Cablik <kevincablik@gmail.com>
Sent: Tuesday, April 14, 2020 7:46 PM
To: Leon Letson
Cc: Anna Cablik; Ben Semple
Subject: [External] Kootenai Townhomes- City of Boise - Bond Expiration

Leon,

The Bonding Agreement expires May 1, 2020. The letter is attached for your reference. Also attached is our LOC from Bank of Idaho-- expires 11.1.2020. This project was designed to be Phased (two phases) and Phase 1 is completed and all 9ea units have Cert of Occ. As per Ben Semple’s email, all bonded scope is completed less Phase 2 landscaping, bike rack, and hardscapes to rear units. Phase 2 completion is scheduled for October 15, 2020 and we are on schedule.

Once you review, let me know and we can issue formal letter requesting extension and the $175 fee to City of Boise.

Thank you for your help,

Kevin Cablik
TO: Mayor and Council
FROM: Mary Grant, Legal
NUMBER: ORD-16-20
DATE: February 4, 2020
SUBJECT: Linda Vista Lane - Annexation into Municipal Irrigation System

BACKGROUND:
The City operates the Boise City Municipal Irrigation System (BCMIS). Upon request by the owner, the City may annex parcels into the BCMIS. Debra and David Bogie approached the City and requested annexation of 2647 N. Linda Vista Lane into the BCMIS. The City's existing Municipal Irrigation System currently serves adjacent subdivisions. Allowing the Bogie’s parcel to be annexed into the BCMIS will increase the number of lots served by the existing irrigation infrastructure, making it more economical for the City to operate.

FINANCIAL IMPACT:
Proceeds from irrigation assessment fees will be used to offset operational costs of the Boise City Municipal Irrigation System.

ATTACHMENTS:
- Exhibit A - Legal Description and Depiction (PDF)
CITY OF BOISE

Ordinance NO. ORD-16-20

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

AN ORDINANCE DESCRIBING THE EXTERIOR BOUNDARIES AND ANNEXING PROPERTY ON NORTH LINDA VISTA LANE INTO THE BOISE CITY MUNICIPAL IRRIGATION SYSTEM; PROVIDING FOR THE CONSTRUCTION AND OPERATION OF THE PRESSURIZED IRRIGATION SYSTEM BY THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT); DIRECTING THE BOISE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE IN THE OFFICE OF THE ADA COUNTY RECORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boise operates a Municipal Irrigation System pursuant to Idaho Code 50-1801 et seq; and

WHEREAS, the City has received a joint request from the owners of the property located at 2647 N. Linda Vista Lane, requesting annexation into the Boise City Municipal Irrigation System; and

WHEREAS, Idaho Code 50-1832 requires an ordinance describing the exterior boundaries of property to be annexed into a municipal irrigation system.

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

Section 1. That the exterior boundaries of 2647 N. Linda Vista Lane, as particularly described in Exhibit “A” attached hereto, are hereby annexed into the boundaries of the Boise City Municipal Irrigation System.

Section 2. That the city of Boise City shall hereby construct and operate pressurized irrigation system to 2647 N. Linda Vista Lane pursuant to Idaho Code 50-1801 through 50-1835.

Section 3. That the Boise City Clerk be, and is hereby, directed to record a certified copy of this Ordinance in the Office of the Ada County Recorder.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication.
EXHIBIT "A"

MUNICIPAL IRRIGATION SYSTEM BOUNDARY

LEGAL DESCRIPTION FOR
2647 NORTH LINDA VISTA LANE, BOISE, IDAHO

A PARCEL OF LAND BEING A PORTION OF LOT 12, BLOCK 1, HOME ACRES SUBDIVISION NO. 18, AS FILED IN RECORDS OF ADA COUNTY AT BOOK 11 OF PLATS AT PAGE 633, IN THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE N 89°45'24" W 1949.38 FEET ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 2, ALSO BEING THE CENTERLINE OF W USTICK RD TO A POINT OF INTERSECTION WITH N LINDA VISTA LANE; THENCE S 0°03'18" E 1573.99 FEET ALONG THE CENTERLINE OF SAID N LINDA VISTA LANE TO A POINT; THENCE N 89°44'03" W 25.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID N LINDA VISTA LANE, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 12, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 0°03'18" WE 120.35 FEET ALONG THE SAID RIGHT-OF-WAY AND LOT 12 BOUNDARY TO A POINT MARKING THE NORTHEAST CORNER OF SAID PARCEL 'A' OF RECORD OF SURVEY NO. 7390 AS FILED AS INSTRUMENT NO. 106079245 IN THE OFFICE OF THE ADA COUNTY RECORDER;

THENCE N 89°44'20" W 150.10 ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 'A' TO A POINT;

THENCE N 0°03'18" W 120.37 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 12;

THENCE S 89°44'03" 150.10 FEET ALONG SAID NORTHERLY BOUNDARY TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS PARCEL CONTAINS 0.415 ACRES MORE OR LESS.

BEARINGS HEREIN USED ARE BASED ON THE NORTH LINE OF SAID SECTION 2 BEARING IN 89°45'24" W.
TO: Mayor and Council  
FROM: Leon Letson, Planning and Development Services  
NUMBER: ORD-17-20  
DATE: May 20, 2020  
SUBJECT: CAR19-00004 / WHPacific, Inc / Ordinance

BACKGROUND:


On June 3, 2019, Planning and Zoning Commission approved the revised findings.

On October 1, 2019, City Council approved rezone request and appeal. Also instructed staff to prepare findings.

On October 22, 2019, City Council adopted the revised findings.

On November 19, 2019, City Council denied request for reconsideration.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- CAR19-00004 - Exhibit A (rezone map)  (PDF)
- DOC_Recorded DA_CAR19-00004  (PDF)
AN ORDINANCE (CAR19-00004 FOR PROPERTY GENERALLY LOCATED AT 8363 W BOGART LN, BOISE, ID 83714) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL (R-1A) TO SINGLE FAMILY RESIDENTIAL AND DEVELOPMENT AGREEMENT (R-1C/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the land use zoning classification of the following described lands within the city of Boise City, Idaho, as set forth in Exhibit A (Map) are amended and reclassified from Single Family Residential (R-1A) to Single Family Residential and Development Agreement (R-1C/DA), pursuant to the procedures and requirements of Title 67, Chapter 65, Idaho Code, Title 11, Chapter 6, Boise City Code, and the Boise City Comprehensive Plan, as a result of changed circumstances and to promote the public health, safety and welfare.

Section 2. Pursuant to Idaho Code § 67-6535, the Boise City Council hereby adopts the following Reasoned Statement:

Reasoned Statement
As further detailed in the attached findings, the requested rezone meets the approval criteria of B.C.C. Section 11-03-04.03(C7). It is consistent with the Comprehensive Plan. The subject property has two land use designations, with the parcels to the north of Hill Road Parkway being “Suburban” and those to the south being “Compact.” The requested R-1C zone is allowed in both of these land use designations. Furthermore, there are several principles within the Comprehensive Plan that encourage new housing that complements the surrounding neighborhood and does not require the costly extension of infrastructure (Principles NAC3.1(a) and CC1.1). Principle NAC3.2 supports residential infill and redevelopment in areas identified as suitable for change within the “Areas of Stability and Change” map. This area of the Northwest Planning Area has been identified as anticipated for “Significant New Development/Redevelopment.” The subject property is located adjacent to an arterial roadway (Hill Road Parkway) and two collector roadways (Duncan Lane and Bogart Lane), which are intended to carry larger volumes of vehicle trips. Rezoning the property to allow more density
along these roadways is in the best interest of the public as it will accommodate additional residents that can take advantage of existing services and amenities in the area.

The development agreement included in the application will ensure compatibility with the surrounding neighborhood as it includes specific design and layout requirements for various aspects of the development. These include a limit on the height, number of stories, and dwelling units associated with the future multi-family building.

**Section 3.** The zoning maps of the city of Boise City, Idaho, are hereby changed, altered and amended to include and insert the real property described in Exhibit A hereof in the land use classification therein described.

**Section 4.** That this Ordinance shall be in full force and effect from and after its passage, approval and publication.
This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained.
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is by and between the City of Boise City, a municipal corporation of the State of Idaho (the "City") and Fastwater, LLC, Viper Investments, LLC, Corey D. Barton, and Stanley & Donna Matlock, the owners of the real property legally described on Exhibit A attached hereto, and Challenger Development, Inc., (the "Developer") of the property described in Exhibit A and made a part hereof (the "Property") and the applicant for Boise City rezone case number CAR19-00004.

WHEREAS, the Developer has applied to the City for a conditional rezone to R-1C of the Property to develop approximately 161 lots (131 buildable, 29 common, 227 dwelling units) on 35.7 acres on Hill Road Parkway, between Bogart Land and Duncan Lane; and

WHEREAS, the City, pursuant to Boise City Code section 11-03-04.2 and Idaho Code section 67-6511A, has the authority to conditionally rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which the requested zoning may not be consistent with Idaho Code and Boise City Code; and

WHEREAS, the City's Planning & Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and planned development of the Property and this Agreement; and

WHEREAS, it is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement and the amendments hereto.

NOW THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Description and Location of Property; Size of Property; Present Zoning. This conditional R-1C/DA zone shall apply to the Property. The Property is identified as the Prominence Subdivision (CAR19-00004) Development Agreement.
**DOCUMENT & PROJECT APPROVAL SLIP**

**Title:** Development Agreement Routing (CAR19-00004 – Prominence Subdivision)  
Approved by Council on 10/1/19, and approved revised conditions on 10/22/19

**Dept:** PDS  
**Date:** 4/17/20

The attached document has been reviewed and is approved for signature by the Mayor.

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cody Riddle</td>
<td>Approve via email</td>
<td>4/13/2020</td>
</tr>
<tr>
<td>Legal</td>
<td>Approve via email</td>
<td>4/16/2020</td>
</tr>
<tr>
<td>Mayor’s Office</td>
<td></td>
<td>4/29/20</td>
</tr>
<tr>
<td>City Clerk</td>
<td></td>
<td>4/20-20</td>
</tr>
</tbody>
</table>

**Comments:** Please review, execute, and route to the next party. Once the DA is signed and recorded, route back to Leon Letson, PDS. Please contact Leon by email (lletson@cityofboise.org) or by phone (608-7085) if you have any questions. Thank you.

Matters having financial or legal ramifications need preliminary analysis by the Legal and/or Finance Department before submittal to the Mayor’s Office. Please route accordingly.
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is by and between the City of Boise City, a municipal corporation of the State of Idaho (the "City") and Fastwater, LLC, Viper Investments, LLC, Corey D. Barton, and Stanley & Donna Matlock, the owners of the real property legally described on Exhibit A attached hereto, and Challenger Development, Inc., (the "Developer") of the property described in Exhibit A and made a part hereof (the "Property") and the applicant for Boise City rezone case number CAR19-00004.

WHEREAS, the Developer has applied to the City for a conditional rezone to R-1C of the Property to develop approximately 161 lots (131 buildable, 29 common, 227 dwelling units) on 35.7 acres on Hill Road Parkway, between Bogart Land and Duncan Lane; and

WHEREAS, the City, pursuant to Boise City Code section 11-03-04.2 and Idaho Code section 67-6511A, has the authority to conditionally rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which the requested zoning may not be consistent with Idaho Code and Boise City Code; and

WHEREAS, the City’s Planning & Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and planned development of the Property and this Agreement; and

WHEREAS, it is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement and the amendments hereto.

NOW THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Description and Location of Property; Size of Property; Present Zoning. This conditional R-1C/DA zone shall apply to the Property. The Property is identified as the Prominence Subdivision (CAR19-00004) Development Agreement.
following parcels: R7498004770, R7498004780, R7498001020, and R7498004752 and detailed in Exhibit A. The Property is approximately 35.7 acres. The properties are currently zoned R-1C and R-1A in Boise City.

2. **Use Permitted by this Agreement.** The Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the conditional R-1C/DA zone. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of Boise City Code.

3. **Construction of Use in Conditional Zone.** The development and site work shall be constructed in accordance with the preliminary plat attached hereto as Exhibit B and made a part hereof (the "Preliminary Plat") and shall be consistent with the development standards set forth below as well as the original conditions of approval found in the Action letter dated October 22, 2019 in Exhibit C. Failure to construct the development consistent with this Agreement and the Boise City Development Code or construction in variance with this Agreement, including any amendment of this Agreement, shall constitute a default of this Agreement by the Developer.

   a. **Development Standards.** The following items, requirements, and conditions shall be applied to the rezoning the Property to a R-1C/DA zone.

      i. Reference Exhibit C for requirements and conditions.

4. **Default.** In the event the Developer, its heirs or assigns, or subsequent owners of the Property, or any other person acquiring an interest in the Property, changes or expands the use permitted by this Agreement without formal modification of this Agreement as allowed by Boise City Code, or fails to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be modified or terminated by the Boise City Council upon compliance with the requirements of Boise City Code.

   a. **Amendment.** In the event the Boise City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended, and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default.

   b. **Termination.** In the event the Boise City Council, after compliance with the requirements of Boise City Code, determines that this Agreement shall be terminated as a result of default, the zoning of the Property shall revert to the current R-1C and R-1A zones.

   c. **Non-Waiver.** A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply

Prominence Subdivision (CAR19-00004) Development Agreement
to any subsequent breach of any such or other covenants and conditions.

5. **Effective Date.** This Agreement shall be effective on the date that the City has adopted and published an ordinance by the Boise City Council zoning the Property as described herein and pursuant to case number ____________ (the “Rezoning Ordinance”).

6. **Consent to Rezone.** The Developer, and its heirs, successors, assigns and personal representatives, by entering into this Agreement, do hereby agree that in the event there shall be a default in the terms and conditions of this Agreement in connection with the Property, after compliance with the requirements of Boise City Code, this Agreement shall serve as consent to a rezone of the Property to current R-1C and R-1A zoning on the properties, as provided in Idaho Code section 67-6511A.

7. **Notices.** Any and all notices required to be given by either of the parties hereto shall be in writing and be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

   a. **To the City:**

   Director, Planning and Development Services Department
   City of Boise City
   P.O. Box 500
   Boise, Idaho 83701-0500

   b. **To the Developer:**

   Challenger Development, Inc.
   Attn: Mr. Corey D. Barton
   1977 E. Overland Road
   Meridian, ID 83642
   and
   Trilogy Development, Inc.
   Attn: Mr. John Laude, Sr., Mr. Shawn Brownlee
   9839 W. Cable Car Street, Suite 101
   Boise, ID 83709

   Either party shall give notice to the other party of any change of its address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. The Developer expressly agrees to notify any successors and assigns of the need to provide the City with a current address. In the event any successor or assign fails to provide an address, the City’s obligation of mailing shall be deemed accomplished by use of the address on file with the County Tax Assessor.

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

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

10. **Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, assigns, and personal representatives, including the City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner of the Property, and each other person acquiring an interest in the Property. This Agreement shall run with the land.

11. **Requirement for Recordation.** The City shall record this Agreement, including all exhibits attached hereto, prior to adopting and publishing the Rezoning Ordinance. If for any reason after such recordation the Boise City Council fails to adopt such an ordinance, the City shall execute and record an appropriate instrument of release of this Agreement.

12. **Invalid Provisions.** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein.

[end of text – signatures on following pages]
IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed.

Dated this 20th day of April, 2020

CITY:

CITY OF BOISE CITY,

an Idaho municipal corporation

By: Lauren McLean, Mayor

ATTEST:

[Signature]

Lynda Lewis, City Clerk

STATE OF IDAHO )

) ss.

County of Ada )

On this 20th day of April, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Lauren McLean, known or identified to me to be the Mayor of the City of Boise City, the Idaho municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho municipal corporation, and acknowledged to me that such Idaho municipal corporation executed the same.

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

[Signature]

Roy Weaver
Notary Public for Idaho
My commission expires: 02-08-2023

Prominence Subdivision (CAR19-00004) Development Agreement
DEVELOPER:

Challenger Development, Inc.,
an Idaho corporation

By: Corey D. Barton.
Its: President

Corey D. Barton.

STATE OF IDAHO 
)
) ss.
County of Ada 
)

On this 20th day of April, 2020 before me, a notary public in and for the State of Idaho, personally appeared Corey D. Barton, known or identified to me the President of Challenger Development, Inc. that signed the within and foregoing instrument, and acknowledged to me that such Idaho limited liability company executed the same.

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

Notary Public for Idaho
My commission expires: 6.05.22

Prominence Subdivision (CAR19-00004) Development Agreement
EXHIBIT A
Property Legal Descriptions

Prominence Subdivision (CAR19-00004) Development Agreement
DESCRIPTION FOR
MATLOCK 16.15 ACRE PARCEL

A portion of Lots 29, 30, 31 and 32 of Roberts and Hill Subdivision as is filed in Book 4 of Plats at Page 159, records of Ada County, Idaho located in SE 1/4 of the NE 1/4 of Section 14, T.4N., R.1E., B.M., Boise, Ada County, Idaho more particularly described as follows:

BEGINNING at the E1/4 corner of said Section 14 from which the of N1/16 corner of said Section 14 bears North 00°38'16" East, 1310.68 feet;

thence along the North boundary line of Stan's Home Place Subdivision No. 2 as filed in Book 99 of Plats at Pages 12,678 through 12,681, records of Ada County, Idaho North 88°50'47" West, 1,158.49 feet;

thence leaving said North boundary line North 00°00'00" East, 609.87 feet to a point on the southerly right-of-way line of W. Hill Road Parkway;

thence along the southerly right-of-way line of W. Hill Road Parkway the following 4 courses and distances:

thence South 88°59'01" East, 835.19 feet;

thence 286.55 feet along the arc of a curve to the right, said curve having a radius of 1,097.92 feet, a central angle of 14°57'14" and a long chord which bears South 81°30'24" East, 285.74 feet;

thence South 29°27'35" East, 43.88 feet;

thence South 89°21'44" East, 25.00 feet to a point on the East boundary line of said Section '14;

thence along said East boundary line South 00°38'16" West, 537.73 feet to the REAL POINT OF BEGINNING. Containing 16.15 acres, more or less.
16.15 ACRES

CURVE TABLE

<table>
<thead>
<tr>
<th>CURVE</th>
<th>RADIUS</th>
<th>LENGTH</th>
<th>CHORD DIST.</th>
<th>CHORD BRG.</th>
<th>DELTA</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>1097.92</td>
<td>265.55</td>
<td>265.74</td>
<td>N81°30'24&quot;W</td>
<td>14°57'14&quot;</td>
</tr>
</tbody>
</table>

STAN'S PLACE SUB. NO. 2

7.8.3.16"W 527.75"
N 38°16'1E 130.66"
BASIS OF BEARING

SCALE: 1" = 80'

EXHIBIT DRAWING FOR
MATLOCK 16.15 ACRE PARCEL

IDAHO SURVEY GROUP, LLC

SHERT NO. 1

DWG. DATE 10/26/2000

Packet Pg. 680
DESCRIPTION FOR
MATLOCK 6.23 ACRE PARCEL

A portion of Lots 12, 13, 29 of Roberts and Hill Subdivision as is filed in Book 4 of Plats at Page 159, records of Ada County, Idaho, and a portion of vacated Shields Avenue, recorded as Instrument No. 102083477, records of Ada County, Idaho located the Northeast 1/4 of Section 14, T.4N., R.1E., B.M., Boise, Ada County, Idaho more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 14;

Thence South 88°50'47" East, 1,317.65 feet to the Center East 1/16 corner, said 1/16 corner being the POINT OF BEGINNING;

Thence North 00°33'27" East, 329.41 feet along the east boundary of said Lot 16, Roberts and Hill Subdivision;

Thence North 88°48'06" West, 310.93 feet along the north boundary of said Lot 16, Roberts and Hill Subdivision;

Thence North 00°27'37" East, 140.00 feet;

Thence North 88°48'06" West, 311.00 feet to the east right-of-way line of N. Duncan Lane;

Thence along said east right-of-way line the following five courses and distances:

  North 00°27'37" East, 164.29 feet;

  South 88°48'31" East, 8.34 feet;

  74.44 feet northeasterly along the arc a non-tangent curve to the right with a radius of 142.00 feet, said curve having a central angle of 30°02'09" and a long chord which bears North 19°26'42" East, 73.59 feet;

  North 34°27'47" East, 84.87 feet;

  North 84°49'46" East, 25.96 feet to the southerly right-of-way of W. Hill Road Parkway;
Thence along said southerly right-of-way line the following two courses and distances:

644.27 feet southeasterly along the arc a non-tangent curve to the left with a radius of 1193.92 feet, said curve having a central angle of 30°55'06" and a long chord which bears South 73°31'28" East, 636.48 feet;

South 88°59'01" East, 58.17 feet;

Thence leaving said southerly right-of-way line, South 00°00'00" East, 609.87 feet to the north boundary line of Stan’s Home Place Subdivision No. 2 as filed in Book 99 of Plats at Pages 12,678 through 12,681, records of Ada County, Idaho;

Thence along said north boundary, North 88°50'47" West, 159.13 feet to the POINT OF BEGINNING.

Said parcel contains 6.23 acres, more or less.

End of Description
DESCRIPTION FOR
MATLOCK RETENTION PARCEL

A portion of Lot 25 of Roberts and Hill Subdivision as is filed in Book 4 of Plats at Page 159, records of Ada County, Idaho located in SE 1/4 of the NE 1/4 of Section 14, T.4N., R.1E., B.M., Boise, Ada County, Idaho more particularly described as follows:

Commencing at the N1/16 corner of said Section 14 from which the E1/4 corner of said Section 14 bears South 00°38'16" West, 1310.68 feet;

thence along the East boundary line of said Section 14 South 00°38'16" West, 125.00 feet to the REAL POINT OF BEGINNING;

thence continuing along said East boundary line South 00°38'16" West, 206.47 feet;

thence leaving said East boundary line North 81°43'06" West, 332.67 feet to a point on the West boundary line of said Lot 25;

thence along said West boundary line North 00°37'35" East, 291.63 feet to the NW corner of said Lot 25;

thence along the North boundary line of said Lot 25 South 88°35'49" East, 154.80 feet;

thence leaving said North boundary line South 00°38'16" West, 125.00 feet;

thence South 88°35'49" East, 175.00 feet to the REAL POINT OF BEGINNING.

Containing 1.86 acres (80,858 square feet), more or less.
DESCRIPTION FOR
MATLOCK 11.49 ACRE PARCEL

A portion of Lots 25, 26, and 27 of Roberts and Hill Subdivision as is filed in Book 4 of
Plats at Page 159, records of Ada County, Idaho located the Southeast 1/4 of the Northeast 1/4
of Section 14, T.4N., R.1E., B.M., Boise, Ada County, Idaho more particularly described as
follows:

Commencing at the East 1/4 corner of said Section 14, from which the North 1/16 corner of said
Section 14 bears North 00°38'16" East, 1310.68 feet;

Thence along the east boundary of Section 14, North 00°38'16" East, 680.42 feet to the
northerly right-of-way line of W. Hill Road Parkway, said point being the POINT OF
BEGINNING;

Thence along said northerly right-of-way line the following three courses and distances:

North 88°42'12" West, 73.53 feet;

258.09 feet northwesterly along the arc of curve to the left with a radius of 1193.92 feet,
said curve having a central angle of 12°23'09", " and a long chord which bears North
82°47'27" West, 257.59 feet;

North 88°59'01" West, 659.42 feet to the west boundary of said Lot 27, Roberts and Hill
Subdivision;

Thence along said west boundary, North 00°35'32" East, 608.79 feet to the north boundary of
said Roberts and Hill Subdivision;

Thence along said north boundary, South 88°35'49" East, 659.60 feet to the east boundary of
said Lot 26, Roberts and Hill Subdivision;

Thence along said east boundary, South 00°37'35" West, 291.63 feet;

Thence leaving said east boundary, South 81°43'06" East, 332.67 feet to the east boundary of
Section 14;

Thence along said east boundary, South 00°38'16" West, 298.78 feet to the POINT OF
BEGINNING.

Said parcel contains 500,513 square feet or 11.49 acres, more or less.

End of Description.
EXHIBIT B
Preliminary Plat and/or Landscape/Site Plan
EXHIBIT C
Action Letter from Boise City Council
(with Conditions of Approval)
October 24, 2019

Jane Suggs
WHPacific, Inc.
2141 W. Airport Way, Suite 104
Boise, ID 83705
jsuggs@whpacific.com
(sent via email)

Re: CAR19-00004, SUB19-00016 & Appeal of PUD19-00012 / 8366 N. Bogart Lane / Revised Findings

Dear Appellant:

This letter is to inform you of the action taken by the Boise City Council on your rezone, preliminary plat, and appeals related to a residential planned development generally located at 8366 N. Bogart Lane in a proposed R-1C/DA (Single Family Residential with Development Agreement) zone.

The Boise City Council, at their meeting of October 22, 2019, approved the revised findings. Attached is the Reason for the Decision and Conditions of Approval reflecting the decision.

This final decision by the Boise City Council includes the notice to the applicant's rights to request a regulatory taking analysis pursuant to Idaho Code 67-8003.

It will be necessary for the Boise City Council to present three readings of the proposed ordinance before the completion of the rezone.

If you should have any questions, please contact the assigned planner, Leon Letson at (208) 608-7085 or iletson@cityofboise.org.

Sincerely,

Cody Riddle
Deputy Planning Director
Boise City Planning and Development Services Dept.

CR/mh
CC: Stanley Matlock / Viper Investments and Heartland Townhomes Property Mgmt., LLC / 8366 N. Bogart Ln.
Richard Llewellyn / Northwest Neighborhood Association / llewellyn@gmail.com
Parties of Record from the May 13, 2019 P2C Hearing

BOISE CITY HALL 150 N. Capital Boulevard | MAIL: P.O. Box 500, Boise, Idaho 83701-0500 | P. 208-682-7100 | F. 208-344-3753 | TDD/TTY 800-377-3529
BOISE CITY COUNCIL: Lauren McLean (President), Elaine Clegg (President Pro Tem), Scot Ludwig, Lisa Sánchez, TJ Thomson, Halli Woodings
CITYOFBOISE.ORG/PDS
REASON FOR THE DECISION

Rezone
As further detailed in the attached findings, the requested rezone meets the approval criteria of B.C.C. Section 11-03-04.03(C7). It is consistent with the Comprehensive Plan. The subject property has two land use designations, with the parcels to the north of Hill Road Parkway being “Suburban” and those to the south being “Compact.” The requested R-1C zone is allowed in both of these land use designations. Furthermore, there are several principles within the Comprehensive Plan that encourage new housing that complements the surrounding neighborhood and does not require the costly extension of infrastructure (Principles NAC3.1(a) and CC1.1). Principle NAC3.2 supports residential infill and redevelopment in areas identified as suitable for change within the “Areas of Stability and Change” map. This area of the Northwest Planning Area has been identified as anticipated for “Significant New Development/Redevelopment.” The subject property is located adjacent to an arterial roadway (Hill Road Parkway) and two collector roadways (Duncan Lane and Bogart Lane), which are intended to carry larger volumes of vehicle trips. Rezoning the property to allow more density along these roadways is in the best interest of the public as it will accommodate additional residents that can take advantage of existing services and amenities in the area.

The development agreement included in the application will ensure compatibility with the surrounding neighborhood as it includes specific design and layout requirements for various aspects of the development. These include a limit on the height, number of stories, and dwelling units associated with the future multi-family building.

Planned Unit Development
The decision of the Commission was made in error as it was not supported by substantial evidence. Specifically, deferring the project and requiring the applicant team and representatives of the neighborhood to develop design alternatives allowed for the establishment of conditions that ensure the project will comply with the approval criteria for conditional use permits as outlined in the Development Code (BCC 11-03-04.07(C7)). The mix of housing types is compatible to the surrounding neighborhood. The higher density portion of the development on the south side of Hill Road Parkway is surrounded by detached single-family homes on typical R-1C lots (i.e., 5,000 square feet to 7,000 square feet in size). The lower density portion of the development on the north side of Hill Road Parkway is surrounded by vacant land and single-family homes on large lots. With this layout, the applicant has attempted to transition from a more intense development pattern along Hill Road Parkway to the less intense development pattern of the area to the north, which consists of several large vacant lots and single-family homes on large parcels. Overall, the development effectively transitions in intensity from the area nearest the State Street corridor in the south to the low density and open space areas in the north near the Boise foothills. The project is consistent with several principles in Blueprint Boise that encourage a mix of new housing and pedestrian-oriented infill development that does not require the costly extension of infrastructure. All necessary utilities and infrastructure are readily available to the site. The subject property is a mix of “Suburban” and “Compact” designated land which both support the type of project proposed, which consists of a mix of attached and detached single-family homes, as well as multi-
family housing. The density of the project will not exceed the limitations of the R-1C zoning requested and the site is large enough to accommodate the requested use, including parking, open space, landscaping and amenities. Comments from public agencies confirm the project will not place an undue burden on the transportation system or other infrastructure in the neighborhood. Finally, the proposed development will not adversely impact other properties in the near vicinity. All required setbacks have been met or exceeded and screening provided in the form of landscaping and fencing. The design of the project incorporates a significant amount of landscaped open space and several amenities that will be a benefit to the surrounding neighborhood.

Preliminary Plat
The proposed preliminary plat conforms to the requirements of the proposed R-1C [Single Family Residential] zone. The new public streets proposed with the development are supported by Principles CC2.1(a), CC2.1(b), GDPN.1(a) and NW-C1.3asthey offer improved connectivity to the broader neighborhood. With the recommended conditions of approval, the Preliminary Plat is in conformance with Blueprint Boise, the Development Code, and other guiding documents.

CONDITIONS OF APPROVAL

Site Specific
1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received February 27, 2018, and the revised applications and materials dated September 18, 2019, except as expressly modified by the following conditions:

2. Planned Unit Development and Development Agreement
a. 0' setbacks internal to the development are approved for the proposed attached single-family townhomes.

b. As much permeable paving as possible shall be incorporated into the design of the project.

c. Open fencing shall be utilized along the perimeter of the project unless alternatives are requested by adjacent property owners.

d. Lateral 34 shall remain open except as required by roadway and parking lot construction.

e. Edible plants shall be incorporated into the large open space area adjacent to the multi-family portion of the project; the applicant may seek a partnership with a local organization for the care and maintenance of this space.

f. Options shall be explored for completing detached sidewalks the entire length of Bogart Lane from Hill Road Parkway to Hill Road.
g. Phase I

i. All lots adjacent to properties to the north and west shall be required to comply with R-1A dimensional standards for rear setbacks (30').

ii. Improvements along Bogart Lane, north of Hill Road Parkway, as well as the new public roadways associated with this phase of the development shall include 5' detached sidewalks and 8' landscape buffers.

iii. This portion of the development shall not be permitted for construction until the City completes the purchase of the 2.67 acre parcel located on the north side of Hill Road Parkway at the intersection of Duncan Lane.

iv. Pathways associated with this portion of the development shall be publicly accessible and depicted/noted on the final plat.

h. Phase II

i. A 7' publicly-accessible, bicycle and pedestrian pathway shall be installed adjacent to the existing irrigation lateral that runs north-south through the development.

ii. An easement for a future bridge crossing over the Spoil Banks Canal in support of a larger effort to provide a north-south bicycle and pedestrian pathway that would connect neighborhoods near State Street to the Boise foothills shall be depicted on the subdivision plat.

iii. Townhomes nearest Hill Road Parkway and adjacent to new public roadways internal to the development shall incorporate street-facing facades with a minimum of 15% fenestration.

iv. Street improvements for the new public roadway extending from Duncan Lane to the north-south bicycle and pedestrian pathway shall include 5' detached sidewalks and 8' landscape buffers.

i. Phase III

i. Street improvements for the new public roadway extending from Bogart Lane to Hill Road Parkway shall include 5' detached sidewalks and 8' landscape buffers.

j. Multi-Family Apartment Building

i. A specific conditional use permit or planned residential development approval is required for the multi-family apartment building, located within Phase III of the development.

ii. No more than 96 dwelling units are permitted within this portion of the development in buildings not to exceed 2 stories in height.
ii. Parking associated with this portion of the development shall not exceed the minimum allowed by the Development Code.

iv. This portion of the development shall not be permitted for construction until the construction of Fire Station #16 is underway.

k. Use Exception Area

i. The use exception area is limited to a 0.5 acre, 150' x 150', area located at the southwest corner of Hill Road Parkway and Bogart Lane. Within this area, the following commercial uses are allowed:
   1. Coffee Shop
   2. Restaurant
   3. Personal Service (1000 square feet or less)
   4. Grocery
   5. Retail Store

l. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

m. Within one year of the date City Council approves the rezone, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.

3. Subdivision

a. A note on the face of the Final Plat shall state: “The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD19-00012 and CAR19-00004.”

b. A note on the face of the Final plat shall state: “All pathways within the development shall be accessible to the public.”

c. Prominence Subdivision is approved for 157 buildable and 40 common lots.

d. No building permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of the B.C.C. 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.
e. The name, **Prominence Subdivision**, is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur, applicant shall submit, in writing, from the Ada County Engineer, the new name to the Department of Planning and Development Services and re-approval by the Council of the "revised" Final Plat shall be required. Developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "revised" Final Plat for hearing.

f. Developer shall provide utility easements as required by the public utility providing service [B.C.C. 11-09-03.6]. f. Prior to submitting the Mylar of the Final Plat for the City Engineer’s signature, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

g. The Mylar shall include the following endorsements or certifications: signatures of owners or dedications and acknowledgment, certificate of the surveyor, certificate of the Ada County Surveyor, certificate of the Central District Health Department, certificate of the Boise City Engineer, certificate of the Boise City Clerk, signature of the Commissioners of the Ada County Highway District and the Ada County Treasurer (I.C. Title 50-17). The signatures of the owners or dedications of the surveyor, certificate of the Central District Health Department and acceptance of the Commissioners of the Ada County Highway District must be executed prior to submittal of the Mylar for the City Engineer’s signature.

h. 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.

i. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least twenty working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   i. 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.

   ii. 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.
j. 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 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.

k. Prior to the City Engineer's Certification of the Final Plat and/or prior to earth disturbing activities, an Erosion and Sediment Control (ESC) permit must be obtained. An ESC plan conforming to the requirements of Boise City Code is to be submitted to the ESC Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

l. An individual who has attended the Boise City Responsible Person (RP) certification class or has obtained Interim Certification for the RP shall be identified for this project. A permit will not issue until such time as the name and certification number of the RP has been provided to Boise City. This information can be faxed to 384-3867.

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

   i. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,
   OR

   ii. A Non-Building 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 required on streets having a width less than 36-feet, back of curb to back of curb. 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.

n. A letter from the appropriate school district is required stating, "The Developer has made arrangements to comply with all requirements of the School District." A letter of acceptance for water service from the utility is required (B.C.C. 11-09-04.3).

o. 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 83708-0100
Phone No. (208) 433-4341
FAX No. (208) 433-4400

p. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat per the requirements of Boise City Code.

Agency Requirements

4. Comply with requirements of the Ada County Highway District (ACHD) as outlined in their April 24 18, 2019 approval.

5. Comply with the requirements of the Boise Fire Department as outlined in comments dated April 30, 2019.

6. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW):
   a. Sewer comments dated March 12, 2019
   b. Solid Waste per comments dated March 27, 2019
   c. Street Lights per comments dated March 13, 2019

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.

7. Comply with requirements of Central District Health Department.

8. Comply with the requirements of the Boise School District as outlined in comments dated May 1, 2018.

9. Comply with the requirements of Drainage District #2 as outlined in comments dated March 20, 2019.

10. Comply with the requirements of COMPASS.

Standard Conditions of Approval

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

12. Vision Triangles, as defined under Section 11-012-03 of the Boise City Code, shall remain clear of sight obstructions.
13. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch such as bark or soil aid.

14. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

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

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

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

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

20. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.
21. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

22. The planned unit development shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. The hillside development permit shall be valid for a period not to exceed 36 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

24. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
Ivar Katich is requesting a vacation of plat note regarding a bridal path for Lot 25, Block 2 of the Three Mile Creek Subdivision No. 1 on 0.47 acres in a R-1A (Single-Family Residential) zone.

Table of Contents

<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Applicable Law</td>
</tr>
<tr>
<td>2</td>
<td>Analysis</td>
</tr>
<tr>
<td>2</td>
<td>Recommendation</td>
</tr>
<tr>
<td>3</td>
<td>Vicinity Map</td>
</tr>
<tr>
<td>4</td>
<td>Three Mile Creek Subdivision No. 3</td>
</tr>
<tr>
<td>5</td>
<td>Application</td>
</tr>
</tbody>
</table>

Attachment: CC_Project_Report_June_9_2020_SOS20-00010 (Ivar Katich)
**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 Three Mile Creek Subdivision No. 1, recorded in 1962, included a plat note depicting a bridal path. The intent of this plat note was to preserve pasture areas for horses. However, the subject property and surrounding area have redeveloped in such a way that the pasturing of horses is no longer practiced or practical. Numerous properties have accessory buildings that have been constructed over this bridal path and the subject property is approximately ½ the size of other properties in the subdivision as a result of a Minor Land Division completed in 2006. As such, the applicant requests to vacate this plat note in order to construct an attached patio area for the existing single family home on site. With this plat note vacation the applicant may construct the patio addition with a 45' rear, 15' side, and 83' street side setback, which exceeds the standard setback requirements for the R-1A zone. In addition, the plat note vacation would only affect the subject property.

**Recommendation:**
The Planning Team recommends the Boise City Council approve the vacation.
Vacation of Plat Note Application Form

New! Type data directly into our forms.
Note: Be sure to print this form before closing it or you will lose your data. This form cannot be saved to your computer.

Property Information

Address: Street Number: 2007 Prefix: S Street Name: Surrey Rd
Subdivision: Three Mile Creek Block: 2 Lot: 25 Section:__ Township:__ Range:__
Primary Parcel Number: 218442250078 Additional Parcels: ____________

Applicant Information

First Name: Ivar Last Name: Katich
Company: ___________________________ Phone: 208-890-414
Address: 2110 Overland City: Boise State: ID Zip: 83705
E-mail: cnguyen20054@yahoo.com Cell: 208-890-0284 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: ___________________________ 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 300 • 150 N. Capitol Blvd • Boise, Idaho 83701-0500
Phone 208/384-3630 • Fax 208/384-3814 • TDD/TTY 800/377-3529

Date Received:______
Revised 05/2010
Vacation of Plat Note Application (2)

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:**

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.

[Signature]
Applicant/Representative Signature

[Stamp]
Received
MAR 03 2020
PLANNING & DEVELOPMENT

[Stamp]
3rd March 2020
Date
To Whom It May Concern,

My name is Chain Nguyen. My husband and I would like to remove or reduce the note on our lot that prohibits us from building. We are currently building a house on Parcel # R84422 50078 located at 2007 S Surrey, Boise, ID 83709. We would like to build a 21' x 40' covered patio on the back side of our house in the south east corner. This covered patio will overlap the note on our property that prohibits us from building. We would like the note to be removed or reduced so we can build the covered patio. The note was placed on the lot a long time ago so horses could use it for pasture.
but now that subdivision has been divided up and sold off. Horses no longer use that part of the subdivision to graze anymore.

If you have any questions you can reach me at 208-890-0284 or cnghuyen20054@yahoo.com. You can also reach my husband at 208-890-4165 or mailbox2019@yahoo.com.

Thank you!
Cherie

[Receive stamp: MAR 03 2020]
Ted Martinez is requesting to vacate a 10' general utility easement and plat note regarding Lots 4 & 8, Block 1 of the Eaglehawk Subdivision on .21 acres in an R-2D (Medium Density Residential with Design Review) zone.
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:
Eaglehawk Subdivision, recorded in 2019, included a 10’ easement and plat note for general utilities along the western boundary of Lot 4, Block 1 and eastern boundary of Lot 8, Block 1. At 10’, this easement is double the width of the 5’ required side setback of the development. The applicant has secured relinquishments to these easements from any affected utility providers and public agencies. As such, the applicant requests to vacate these easements and plat notes in order to complete the construction of two new single-family homes with 5’ side setbacks. The plat note vacation would only affect the subject properties.

Recommendation:
The Planning Team recommends the Boise City Council approve these vacations.
Vacation of Easement
Application Form

Property Information

Address: Street Number: 8647 & 8601
Prefix: West Street Name: Sloan
Subdivision: Eaglehawk Block: 1 Lot: 48 Section:
Township: Range:

Primary Parcel Number: R2021430160

Applicant Information

First Name: Steve Last Name: Martinez
Company: Tradewinds General Contracting, Inc.
Address: 965 W State St City: Boise State: Idaho Zip: 83714
E-mail: steve@tradewindsidaho.com Cell: 208-941-3734
Phone: 208-854-1888

Agent/Representative Information

First Name: Ted Last Name: Martinez
Company: Tradewinds General Contracting, Inc.
Address: 9165 W State St City: Boise State: Idaho Zip: 83714
E-mail: tjm695@msn.com Cell: 208-941-3737
Phone: 208-941-3737

Owner Information

Same as Applicant? Yes No (If yes, leave this section blank)

First Name: Last Name: Phone:
Company: 
Address: City: State: Zip:
E-mail: Cell: Fax:

www.cityofboise.org/pc
City of Boise Planning & Development Service
P.O. Box 500, 150 N. Capitol Blvd. Boise, Idaho 83701-0050
Phone 208/384-3830 Fax 208/384-3814 TDD/TTY 800/377-1324

Packet Pg. 713
Vacation of Easement Application

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: Plat note: 10' utility easement.

2. **Annexation Date (mm/dd/yyyy):** 12.08.2014

3. **Neighborhood Association:** Northwest Neighborhood Association

4. **Comprehensive Planning Area:** Northwest

---

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.

[Signature]

Applicant/Representative Signature

[Date]

Date
February 24, 2020

Re: 8647 W. Sloan St. Boise, Idaho Lot 4 Blk 1 Eaglehawk Subdivision

8601 W. Sloan St. Boise, Idaho Lot 8 Blk 1 Eaglehawk Subdivision

To Whom It May Concern:

We are seeking a Vacation of easements located on the plat map for 8647 & 8601 W. Sloan St. Boise, Idaho.

These lots were purchased and developed into two duplexes and one single family home. There are two 10’ utility easements that we would request be vacated. 8601 W. Sloan St. has been built and has a Certificate of Occupancy and is occupied. We are requesting to have the plat note changed to delete this easement. The home at 8647 W. Sloan St. is a new home and a building permit has been issued. We are requesting this easement be vacated in order to get a Certificate of Occupancy. To the best of our knowledge these utility easements have never been used and have no use in the future. All utilities have been installed in this neighborhood and do not go through these easements. We are including a plat map of the subject property and surrounding area.

Thank you for your consideration.

Steve Martinez

Please send a letter of Vacation of Easement to me at the following address:

Steve Martinez
9165 W. State St.
Boise, Idaho 83714
208-854-1888
FOR VALUE RECEIVED

Steve Martinez and Camille Martinez, husband and wife
do/does hereby convey, release, remise, and forever quitclaim unto:

Eaglehawk, L.L.C., an Idaho limited liability company

whose current address is 9165 W State St, Boise, ID 83714,
the following described premises, to-wit:

SEE ATTACHED EXHIBIT A

Dated: April 16, 2019

Steve Martinez

Camille Martinez

STATEN OF: Idaho
COUNTY OF Ada

On this 16th day of April, in the year of 2019, before me the undersigned Notary Public in and for said State, personally appeared Steve Martinez and Camille Martinez known or identified to me (or proved to me on the oath of ...), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Notary Public for Idaho
Residing at: Nampa
My commission expires: 5/2/2019
Relinquishment of Easement for Eaglehawk Subdivision

CABLE ONE INC. relinquishes any and all of their rights to the following described easement. The recorded utility easement within Eaglehawk Subdivision, identified as the West side of Lot 4 and East side of Lot 8 in Boise, Ada County, Idaho – See attached exhibit(1)

CABLE ONE INC.

By: [Signature]

(type name and title)

State of Arizona [ ] ss.

County of Maricopa [ ]

On this [ ] day of [MARCH], in the year of 2020, before me, a Notary Public in the State of Arizona, personally appeared [CHAS. MCDONALD] known or identified to me to be the person whose name is subscribed to the within instrument, who, being by me first duly sworn, did depose and say that he/she is [Senior VP Operations] of Cable One and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

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

[Signature]

Notary Public for State of Arizona
Residing at [Maricopa Co, AZ]
My Commission expires [Aug. 19, 2023]

(SEAL)
Date: April 7, 2020 at 10:23:17 PM MDT
To: "Ted Martinez (tjm695@msn.com)" <tjm695@msn.com>
Subject: Fwd: Boise City Utility Easement

-Steve Martinez

From: Dave Serdar <DSerdar@achidaho.org>
Sent: Tuesday, April 7, 2020 3:25 PM
To: letson@cityofboise.org
Cc: Steve Martinez
Subject: FW: Boise City Utility Easement

Dear Mr. Letson,

This e-mail is to confirm Mr. Martinez's request for ACHD to vacate the Utility Easement. ACHD would typically do a Release of Easement in these situations, which is a recorded document. From my discussion with other Boise City planners it sounded like all Boise City 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.

Sincerely,

David R. Serdar
ACHD ROW Supervisor

From: Steve Martinez <steve@tradewindsofidaoho.com>
Sent: Tuesday, March 31, 2020 4:30 PM
To: Dave Serdar <DSerdar@achidaho.org>
Cc: letson@cityofboise.org; Ted Martinez (tjm695@msn.com) <tjm695@msn.com>
April 8, 2020

Sent via email to: Linda@tradewindsofidaho.com

Steve Martinez  
Tradewinds of Idaho  
9165 W. State St.  
Boise, ID 83714

Re: Partial Relinquishment of the Public Utility Easement (PUE) located in Eaglehawk Subdivision / West PUE of lot 4 & East PUE of lot 8 / Ada County, Idaho

Dear Mr. Martinez:

This is in response to the relinquishment request submitted to Idaho Power Company, received March 30, 2020, regarding the possible partial relinquishment of the above noted PUE. The area in question is the westerly boundary of lot 4 and the easterly boundary of lot 8 of the Eaglehawk Subdivision as recorded in Ada County, Idaho. The attached map (Exhibit A) more specifically identifies the “easement area” highlighted.

Idaho Power’s review of the relinquishment request indicated that there are no facilities within the above noted easement area. Idaho Power agrees to relinquish the 10’ public utility easement on the west side of lot 4 while retaining the 10’ utility easement on the northern and southern boundary of lot 4. Likewise, Idaho Power agrees to relinquish the 10’ public utility easement on the east side of lot 8 while retaining the 10’ utility easement on the northern and southern boundary of lot 8.

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
Corporate Real Estate
Idaho Power Company

208-388-2245
kenglund@idahopower.com
PARTIAL EASEMENT VACATION

Intermountain Gas Company relinquishes any and all of their rights to the following described easement. The westerly 10’ of lot 4 and the easterly 10’ of lot 8 block 1 of the Eaglehawk Subdivision located in a portion of the Caswell and Sloan’s Subdivision located in the SW 1/4 Sec. of Sec. 13, T4N, R1E Boise, Ada County, Idaho

INTERMOUNTAIN GAS COMPANY

By: [Signature]

Name: Roger Phillips

Title: Dist. Operations Manager

STATE OF IDAHO

COUNTY OF ADA

On this 9th day of March, in the year of 2020, before me, the undersigned, personally appeared Roger Phillips, known to me to be the person whose name is subscribed to the within instrument, who, being by me first duly sworn, did depose and say that he is District Manager of Intermountain Gas Company and he executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

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

BRYCE OSTLER
COMMISSION #56154
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho

Residing at: Boise, Ada County

Commission Expires: May 10, 2022
EAGLEHAWK SUBVISION

April 29, 2020

Vacation of Easement Agreement

We agree to vacate the 10 foot easement on the west side of Lot 4/Blk 1 -8647 W. Sloan St., Boise, Id in Eaglehawk Subdivision.

Company Name: Boise Valley Irrigation Ditch Company
Authorized Signature: [Signature]
Printed Name: John Patten
Date: 4-30-2020
5/4/2020

Tradewinds of Idaho
ATTN: Steve Martinez
9165 W State St
Boise ID 83714
208-854-1888
tradewindsofidadho@hotmail.com

SUBJECT: LOTS 4 and 8 of BLK 01 EAGLEHAWK SUB, Sloan St. Boise, ID
APN: R2024130080 and R2024130160

To Whom It May Concern:

Qwest Corporation, d/b/a CenturyLink QC ("CenturyLink") has reviewed the request for the subject vacation 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
P827934
CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: March 26, 2020

To: Planning and Development Services

From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department

Subject: Vacation of Easement for 8647 & 8601 W Sloan St.

Boise City Public Works has no objections to the easement vacations on the properties listed above.

If you have any further questions, please contact Mike Sheppard at 208-608-7504.
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 west property line of lot 4, block 1 and the east property line of lot 8, block 1 of Eaglehawk Subdivision, as recorded in Book 116, at page 17562 and located in the NW 1/4 of the SW 1/4 of Section 13, 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 northern property lines that abut public right-of-way on West Sloan Street.

SUEZ WATER IDAHO INC.

By

Marshall Thompson, General Manager & Vice President

Date 3/20/2020
From: Kline, Midge  
MAKline2@marathonpetroleum.com  
Subject: 8647/8601 Sloan Street - Boise  
Date: Mar 9, 2020 at 5:16:19 PM  
To: Tjm695@msn.com

Ted-

Marathon Pipe Line operates a petroleum pipeline that runs through portions of Utah, Idaho, Oregon, and Washington. More specifically, the lines run to the south west of the properties located at 8601 and 8647 W. Sloan Street in Boise, Idaho. We have no conflicts with the proposed easement vacation.

Please contact me if you need additional information. Thank you-

Midge Kline,  SR/WA, R/W-NAC  
Adv Right-of-Way Specialist

Marathon Pipe Line LLC

201 N. Phillippi Street  
Boise, Idaho 83706  
O: 208-373-2141  C: 208-869-9429  
MAKline2@marathonpetroleum.com
TO: Mayor and Boise City Council  
FROM: Leon Letson, Senior Planner  
CC: Cody Riddle, Deputy Director – Current Planning  
DATE: March 31, 2020  
RE: CAR19-00028 / Deferred Until Further Notice

PROJECT DESCRIPTION
Rezone of ±4.3 acres located at 9000 W State St from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre).

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 – Current Planning
PREPARED BY: Leon Letson, Senior Planner
DATE: June 9, 2020
RE: CAR19-00028 / Kelly Kitchens

The applicant is requesting to rezone ±4.3 acres located at 9000 W State St from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre).

Table of Contents
Page 2 Summary
Page 3 Recommendation
Page 4 Action Letter from the February 10, 2020 P&Z Hearing
Page 10 Minutes from the February 10, 2020 P&Z Hearing
Page 58 Project Report from the February 10, 2020 P&Z Hearing
Page 116 Late Correspondence from the February 10, 2020 P&Z Hearing
Summary
On February 10, 2020, the Planning and Zoning Commission recommended 3-1 to approve a rezone of ±4.3 acres located at 9000 W State St from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre). In addition, a conditional use permit for a planned residential development comprised of 60 multi-family units was approved; this decision was not appealed (Figure 1).

The subject property is designated “Mixed Use” and currently zoned R-1A, which allows for a maximum density of 2.1 units/acre (Figure 2). Approximately 1 mile to the east is a Community Activity Center located at the intersection of State St and Glenwood Ave. Furthermore, this area of the City is anticipated to experience significant new development and redevelopment per Blueprint Boise.

In addition to the R-3 zone, A-1, R-1A, R-1B, R-1C, R-1M, L-O, N-O, R-2, R-O, C-1, C-2, C-3, C-4, C-5, PC, H-S, M-1, M-2, and T-1 are all permissible implementing zones in the “Mixed Use” land use designation. The majority of the residential zones, excluding R-2 and R-1M, would not support the requested density of the project. The office (L-O, N-O, and R-O) and commercial (C-1, C-2, C-3, C-4, C-5, and PC) zones support the density of the project.
but are unnecessary due to the lack of a non-residential component in the proposal. Furthermore, they could allow for the development of non-compatible uses in the future if the property redevelops. The allowed density and dimensional standards of the R-3 zone is preferred for the proposed project as it better accommodates future redevelopment of the subject property from a residential infill perspective.

Given the project’s location adjacent to State Street, a future transit-oriented corridor as envisioned by Blueprint Boise and the State Street Transit and Traffic Operational Plan, the Planning Team encouraged the applicant to explore options for increasing the overall density of the project. The requested R-3 zoning would support 43.5 units/acre, or 187 dwelling units on site. The current 60-unit proposal equates to 13.9 units/acre. Although the applicant has decided to move forward with their original request, in terms of number of units, approval of the associated request for R-3 zoning preserves the opportunity for redevelopment of the subject property from a residential infill perspective in the event the developer or future property owners desire to pursue a modification to the planned residential development. In conjunction with the R-3 zoning, the Design Review Overlay (D) is also be included with the rezone to ensure the proposed project and any redevelopment in the future complies with the requirements of the Citywide Design Guidelines.

Limited testimony was received from the public. Concerns focused on the availability and quality of services available in the area. As noted in the Planning and Zoning Commission packet, all reviewing agencies and departments approved the project with standard conditions. After listening to testimony and the rebuttal by the applicant, the Commission recommended approval of the rezone.

**Recommendation**
The Planning Team recommends approval of the rezone (CAR19-00028) as forwarded by the Planning and Zoning Commission.
February 11, 2020

Kelly Kitchens
10903 Chicken Dinner Road
Caldwell, ID 83607
kelly@fullsailboise.com

Re: CAR19-00028 & PUD19-00039 / 9000 W State 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 rezone of ±4.3 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) and a conditional use permit for a planned residential development comprised of 60 multi-family units.

The Boise City Planning and Zoning Commission, at their hearing of February 10, 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 February 20, 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 **February 10, 2020**, the Boise City Planning & Zoning Commission **recommended** to the Mayor and Boise City Council approval of the rezone request based on the attached Reason for the Decision.

This application will be considered by the Boise City Council to establish a public hearing date. You will be notified of the established hearing date.

Questions can be directed to me at (208) 608-7085 or lleton@cityofboise.org.

Sincerely,

Leon Letson
Senior Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

LL/mh

cc:  Jay Gibbons / South Beck & Baird / gibbons@sbbgo.com
     Richard Llewellyn / North West Neighborhood Association / llewelr@gmail.com
Reason for the Decision

Rezone
The requested rezone is consistent with the approval criteria of B.C.C. Section 11-03-04.03. Establishing R-3D (Multi-Family Residential with Design Review) zoning for the subject property complies with Blueprint Boise. It is designated “Mixed Use” on the Land use Map and supported by a number of policies that encourage the development of more dense housing adjacent to major arterials like State St. Principle PDP1.2 promotes zoning allowances to support the proposed multi-family development. Principle NAC11.3 provides direction to remove barriers and update zoning to reflect the goals and policies of Blueprint Boise. Rezoning the property will benefit the general public as providing housing in this area of the City minimizes the impact of sprawl on outlying areas of the community and encourages development that allows individuals to walk, bike, or make use of public transportation. Principle NAC3.2 supports residential infill and redevelopment in areas identified as suitable for change within the “Areas of Stability and Change” maps. This area of the Northwest Planning Area has been identified as anticipated for “Significant New Development/Redevelopment.” Finally, the proposed rezone will not create any issues of compatibility with surrounding zoning and development. The surrounding area consists of established residential and commercial uses with residential and commercial zoning.

Planned Unit Development
The requested planned residential development is consistent with the approval criteria of B.C.C. Section 11-03-04.07. It is compatible with existing uses in the neighborhood. Single family homes on various sized lots surround the subject property to the north, east, and west; directly south is the State St corridor and a mix of commercial and residential uses. The proposed project is consistent with several principles in Blueprint Boise that encourage new housing that complements the surrounding neighborhood and does not require the costly extension of infrastructure (Principles NAC3.1(a) and CC1.1). In addition to complementing the surrounding neighborhood, all necessary utilities and infrastructure are readily available to the site. Principles ES1.4 promotes compact, walkable development patterns that support transit and reduce vehicle emissions. Finally, this project aligns with the larger goal of transforming State Street into a transit-oriented corridor with distinct development nodes, as envisioned by Principle NWCCN1.2 (a) and the State Street Transit and Traffic Operational Plan.

The project also complies with the Citywide Design Standards and Guidelines, as required of multi-family developments. Parking will be located internal to the site with appropriate screening of service drives. Townhomes will be oriented toward streets and service drives, with clearly defined paths and entryways. Furthermore, this project is subject to Design Review, which will ensure the structures themselves include modulation in façade and rooflines to reduce their perceived mass, as well as appropriate materials, openings and covered entries, consistent with the residential setting.
Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received November 26, 2019, except as expressly modified by Design Review and the following conditions:

2. Planned Unit Development
   a. Service drives shall be extended to the north and east as depicted in Figure 4 of the project report; cross access shall also be granted to these adjacent parcels.

Agency Requirements

3. Comply with the requirements of the Idaho Transportation Department (ITD) per the memo dated February 3, 2020.

4. Comply with requirements of the Ada County Highway District (ACHD) per the memo dated December 10, 2019.

5. Comply with the requirements of the Boise Fire Department per the memo dated January 31, 2020.

6. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW):
   a. Drainage per the memo dated December 9, 2019.
   b. Solid Waste per the memo dated November 29, 2019.
   c. Street Lights per the memo dated December 2, 2019.

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.

7. Comply with the requirements of the Boise Valley Irrigation Ditch Co, per comments dated December 13, 2019.

8. Comply with requirements of Central District Health Department.

9. Comply with the requirements of the Boise School District.

Standard Conditions of Approval

10. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.
11. Vision Triangles, as defined in Boise City Code, shall remain clear of sight obstructions.

12. 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.

13. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

14. In compliance with 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Failure to abide by any condition of this approval shall be grounds for revocation
by the Boise City Planning and Zoning Commission.

21. This approval 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.

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

23. 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. After each floor of the structure or
building is enclosed with exterior walls and windows, interior construction of the
enclosed floors can be performed at any time.
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE:

CAR19-00028 / KELLY KITCHENS

and

PUD19-00039 / KELLY KITCHENS

9000 West State Street

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:

MEREDITH STEAD, CHAIR

JENNIFER STEVENS

MILT GILLESPIE

JANELLE FINFROCK

BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:

VICTORIA HILLES
INTRODUCTION

CHAIRMAN STEAD: This is CAR19-28 at 9000 West State Street and PUD19-39, a rezone and a conditional use permit for a residential development.

LEON LETSON: Good evening, Madam Chair and members of the Commission.

The items before you include a rezone from R-1A to R-3D, of 4.3 acres, located at 9000 West State Street. Also included is a planned residential development, consisting of 60 multi-family units.

The subject property is located on the north side of State Street between Bogart Lane and Duncan Lane. The surrounding area is comprised of single-family homes on various-sized lots to the north, east, and west. To the south is a mix of commercial and residential uses as well as the State Street corridor.

The requested rezone to R-3D is supported by surrounding zoning in the area, which includes varying intensities of residential to the north, east, and west, as well as commercial zoning to the south.

The subject property is also designated mixed-use and within one mile of the community.
activity center, located at the intersection of
Glenwood Avenue and Gary Lane to the east.
Furthermore, this property is anticipated to undergo
significant new development, based on the
comprehensive plan.

Regarding the proposed density of the
project, it calculates to 13.9 units per acre, which
is well below the 43.5 allowed by the R-3D zone.
However, rezoning to R-3D preserves the opportunity
for additional infill on site in the future if so
desired, which is something the Planning Team
considered thoroughly as it related -- as it relates
to the long-term goal of transforming State Street
into a transit-oriented corridor.

The PUD consists of 60 multi-family units
designed in a two-story townhome style, which is
compatible in design with more newly constructed
housing in the area. Amenities include a 1,750 square
foot clubhouse with fitness center, community
gathering space, and an outdoor barbecue area, as well
as a large, open space surrounding that community
center. Also included is a ten-foot-wide, publicly
accessible pathway, running north-south along the
western portion of the site. This will be discussed
in detail on a subsequent slide.
Although there is no public right of way proposed for the development, a connectivity index review was performed due to the scale of the project and the potential redevelopment of adjacent parcels. The connectivity index is 2 for this project, based on eight links and four nodes. The City considers a score of 1.5 or greater to be acceptable. This calculation includes three private service drives the Planning Team has requested be stubbed to the north and east, and those are highlighted in yellow. Hopefully you can see them. They're also included in the staff report.

As previously mentioned, the project includes a ten-foot-wide, publicly accessible pathway, running north-south along the western portion of the site that will eventually connect to other pathways in the area to establish a greenbelt-like connection between State Street and the Boise Foothills.

So pictured here on the right side of the screen is that pathway or proposed pathway. Portions of that were recently approved through the Prominence development that straddles Hill Road Parkway. And, obviously, there's some connections that would need to occur in between as redevelopment continues in the area.
All reviewing agencies and departments approved the project with standard conditions.

Comments from the public focused on concerns regarding the rezone, density of the project, design, and impacts to public services and infrastructure.

As detailed in the staff report and highlighted in this presentation, the Planning Team finds the Applicant's proposal to be consistent with the standards of approval, including our development code, Blueprint Boise, and comments from all reviewing agencies and departments.

In conclusion, the Planning Team recommends that you recommend approval of the rezone to City Council and approve the PUD with the attached conditions.

Thank you.

CHAIRMAN STEAD: Thank you, Leon.

So next we'll hear from the Applicant, and we'll start with ten minutes.

Please go ahead.

JAY GIBBONS: Madam Chairman, Commissioners, my name is Jay Gibbons. I'm with [unintelligible] here in Boise, Idaho. My address is 2000 or -- 2002 South Vista, Boise, 83705. I represent the development and
the owners of State Street 60 Apartments.

   It's a unique situation. It is on State Street. It's about 1,325 feet from Bogart. West of Bogart, it backs up just to the east side of the cul-de-sac on Duncan Lane. Duncan Lane itself is about 2,700 feet from Bogart itself. Bogart is a signalized intersection.

   Where?

   There we go.

   So highlighted is the property itself.

   You can see that there are a number of businesses and commercial on the south side of State Street, also to the east and to the west of us. We're surrounded by large-lot residences as well as Duncan Lane, or Duncan's Landing itself, to the west of us.

   Our property consists of an old farmhouse, some ag buildings, old barn, and a silo. That's kind of the -- the historic element everybody knows with this property is because of the silo itself. It's 4.3 acres, and we are proposing 60 townhouse apartments on it.

   What's unique in the -- and -- about this property itself is three-and-a-half sides are bounded by a canal that provides water to the west. That's adjacent to State Street itself. We have a Boise
Valley Irrigation Company irrigation lateral on the west property line. And then on the north and part of the east, half of the east, is -- Drainage District No. 2 has a drain, a drainage ditch. We've consulted with both of those irrigation infrastructure companies.

We are going to -- we do plan to tile the drainage ditch on the north and the east simply because it's about six-foot deep. It's relatively flat; it doesn't flow a lot of water. It's going to take a really big pipe because it's pretty flat. That particular drain remains open to the north of our property, and it's open currently across and to the east of us. And at some point it will be tiled as well when that property redevelops.

The irrigation ditch to the west in consultation with Boise Valley Irrigation Company -- they preferred we have 359 feet of open ditch. It's tiled from our northeast or northwest property line to the north -- provides water up, I believe, as far as Optimist Park. A lot of properties to the north of us and in consultation with the irrigation company -- they prefer that it would be piped. It will reduce their maintenance at that point.

Access is tenuous at the moment. That's
technically the cul-de-sac and the little road that comes out from the end of the cul-de-sac. That is not on our property; that's a fire access road to Duncan's Landing. It is fenced, gated, and locked. They do access their maintenance road currently along the drainage road and can come down that way, but they prefer that it would be tiled.

Regardless, we do have just two-story product on the west side. The west property that backs up to Duncan's Landing -- we've purposely oriented our building at an angel, the narrow end of the building towards Duncan's Landing. We have -- their setback from our property line, 25 feet at a minimum, provides us adequate access to create that pathway and be a landscape, a fence that remains to be seen.

We have purposely avoided submitting a Design Review application at this point. We know it's required, but we wanted to wait until we heard from all the neighbors and what the Planning Zoning Commission would require of us or would like to see to finalize that application, and we'll go forward from there.

And we do have covered parking. We do have above-the-code, required bicycle parking, as
Mr. Letson stated. We're in a mixed-use area. We're going for transit and so we have geared towards pedestrians' recreation, bicycles, and a different product.

But as far as the drainage, all the -- the two buildings on the north property line are set back a minimum of 25 feet because that's the width of -- if we tile the drainage ditch, we have 25-foot easement on each property. It's 50. There's an existing one on the north property at present so that fits.

When it comes down to the east side of our property, you can see it's a much bigger green space and the access road itself -- because at that point the existing drainage ditch comes down and it's all on our property, and we don't want to go to the neighbor and say, "Magically, now you have a 25-foot easement that's never been there before." We're willing to absorb that easement onto our property. It provides an adequate setback, further buffers from our buildings to the north and to the east for that matter, setback-wise.

So -- one of the -- in our conversations, our meetings with ITD, traffic on State Street is always a problem. I'm sure you'll hear from the neighbors on that as well.
Currently we have three bridges that provide access to this property. ITD will allow us access to State Street, utilizing their permit process. We still have traffic work to go through with them.

This location lines up with Arney Lane across the street, but we need to take out the three current bridges, which aren't necessarily permitted. They're just -- they've been there for a long time.

The property directly to the east -- their historic bridge has been taken out. And in the past two years, they started taking access onto our third -- our east bridge. In order to have a full access point onto State Street, we have to remove that -- the easternmost bridge, which is a little less than 300 feet.

ITD's going to require 500 feet, so we will be working with that neighbor to provide a cross-access agreement and get him agreement to his property across into ours and out to State Street that way. We're working on that, and that'll be required going forward, otherwise we'll have requirements of a decel lane and other things, and so we're trying to avoid that.

Idaho Power has the big power line that
runs right on the edge of the road, on the roadside of
the canal, and it's -- they're not really interested
in relocating it at this point, no matter what goes in
here. It's not -- you know, those poles are not that
old, so...

With that, we've -- of course we were
annexed previously in 2014. We're asking to rezone to
3D. It allows four and three-and-a-half acres. Our
60 townhouse apartments ends up with a -- just under
14 -- 13.9 dwelling units per acre. We do propose our
open space -- 32 percent of that does not count --
the pathways, that those are taken out of that
32 percent, and we're providing pedestrian connections
pretty much all around our site, State Street as well
as the irrigation ditches.

We have worked with the neighbors and we
pledge to continue to work with the neighbors as of
today, even trying to set up a meeting in the next
couple weeks prior to submittal of our DR application
to iron out the issues, the final issues,
aesthetic-type issues with the neighbors. We're
trying to be good about that, and they're not -- it's
a pleasure to work with them all. I told them up
front I would take their input and we would work with
them. So that continues on.
You can see we have modulated. We have a variety of different materials on our buildings and that will be [unintelligible] out and finalized, formalized through the DR process.

We have a clubhouse. It has an exercise room. It has a community room as well as covered bike storage in the area and the barbecue amenity. So our plan complies with the Comp Plan; it complies with Boise City Code; it's compatible with the existing uses and the neighborhood, residential; we have access to State Street without significant upgrades to ITD with a few conditions; we provide ample recreation opportunities; and our building location and layouts are -- provide adequate buffer to the neighboring homes.

And with that, I will stand for questions.

CHAIRMAN STEAD: Thank you.

NEIGHBORHOOD ASSOCIATION

CHAIRMAN STEAD: First I just wanted to see if there is a representative here tonight from the Northwest Neighborhood Association.

Okay. Great.

And then we'll go to questions.

Thank you.

ERIKA SHCOFIELD: Oh. I don't want that. Go
back to the bottom [unintelligible].

Okay.

Good evening, Commissioners.

Erika Scofield. 7363 Limelight Court, Boise, Idaho 83714.

I'm on the board of the Northwest Neighborhood Association, and I'd like to speak tonight particularly about -- hold on here. I got issues -- particularly about the processing and reviewing of applications in relation to the impact on the political subdivisions who provide services to a given area when development occurs.

The Idaho Code addressing this -- addresses this for zoning and says that the Planning and Zoning should give particular consideration to the effect of a rezone on the delivery of services by others in the area, including school districts, and so does -- okay. I'm having problems.

You do it. Okay. Let's go.

We got technical difficulties.

Next.

-- and so does the Idaho Code in relation to special use permits, which are conditional-use permits and PUDs. It says that those permits may be granted, depending on -- subject to the ability of the
political services.

So when we're looking at this, how does that go ahead and play into this?

Well, the Planning and Development Services has part of the Boise Code that they are supposed to contact each and every political subdivision that provides services to ask them to have a chance to comment on a project.

And that is the Planning Division Transmittal Sheet. That sheet is not in your packet tonight. I've seen it in packets before. Sometimes it's not in there. The main point I want to make about that is how are you supposed to know who was supposed to be contacted if you don't have that sheet? You have some responses in your packet, but that doesn't tell you if everyone who was supposed to be contacted actually responded. So that goes out to the different agencies and departments to seek contacts -- comments -- I'm sorry. I'm tired -- and it gives the chance for Planning and Development Services to evaluate the ability of the political subdivisions, depending on their response.

So in this project report, it says that there are all infrastructure and utilities available to be provided to this site, that there's no undue
I disagree with that, based on some of the comments that are in this packet that are in the record.

From COMPASS, if you look at that circle in red right there, it says that the nearest fire station is 1.9 miles away. In the Comprehensive Plan, we have a level of service standard in Table 3. That level of service standard for fire response is 1.5 miles, 4 minutes, not 1.9 miles. It's also required concurrent with issuance of a permit.

That standard is not just a policy; it's a policy in the Comprehensive Plan, but it's derived from ordinance, in particular, Ordinance 5517 that was adopted in 1994. That's the Master Siting Plan for the Boise Fire Department. It's to declare its system of emergency response for this city. It's a 1.5-mile response distance. It's adopted into the Comprehensive Plan. That's why that guideline, as a policy, is in there. It's derived from ordinance.

So the Master Siting Plan, which is what that ordinance is, is in other places in the Comprehensive Plan in terms of policies. It talks about utilizing existing fire stations and bringing on new fire stations in areas as future growth happens, such as the northwest area. You're supposed to
address and adopt -- and amend the Master Siting Plan as growth occurs and fire stations are selected.

In 2010, No. 13 there is on Pierce Park Lane. That station was approved with a conditional use permit. That station is the one that was used to approve annexation of the northwest area, along with a service contract with the Eagle Fire District and a provision for an additional fire station as growth occurs.

So at this point in time, recently, the City signed a document for service with Eagle Fire District since that didn't happen at annexation. It is an agreement with Eagle Fire District; it's not a contract for services. I can say that with confidence because in the past when the City did annexations, they had a contract for service with the previous provider that involved money, just like this contract for service that the City just did with the Sunset Fire District. You can see there at the bottom it says, "... subject to the payment of contract services, a fee paid to the City." It's based on their taxes; it's not free. Right now we're expecting Eagle Fire District to provide service to our area for free.

And with that service agreement that's
supposed to be provided, which would reach this area,
it's based on a fire response list. That's something
that most people have never heard of. It's a 9-1-1
dispatch protocol for Ada County. It's a triage-based
system, based on critical emergencies. It's not
equivalent to what other areas of the city receive
when they have a primary station based on the
ordinance of 1.5 mile response distance. It's not a
response dispatched automatically on first alarm from
the closest station regardless of the nature of the
call.

This agreement document, whatever the City
is going to call it, I say it's not a contract for
certain because a contract is to be, according to
Idaho Code -- ordinances, resolutions, and contracts
are to be taken by vote at City Council with a yes or
no. It was signed on a random Friday, September 27th,
by our former mayor. It's never been on the Council
agenda. Therefore, it's not a contract; right?

Next.

The response times are also part of the
Comprehensive Plan. We have a policy that says,
"maintain adequate staffing levels to continue to
improve our response times." What's happening with
our response times right now is growth placing an
undue burden on services and adversely affecting other properties.

Well, the data doesn't lie. In the Comprehensive Annual Financial Report each year, the Fire Department reports its data. If you look in the left-hand corner there, up until 2009, we were staying in the four-minute range while we were creeping up; but by 2018, we're at seven minutes and 11 seconds. That's almost twice the four-minute standard. Growth is increasing the response time. We are not expanding capacity to keep up with demand. Infrastructure is not there to support more people right now in the northwest area.

Why does that matter?

Time's your enemy when you have an emergency. It's a matter -- can be a matter of life or death, damage or destruction to your property. Our own fire chief patently acknowledges that. He knows. We've re -- we've moved Station 8 to close a gap in service to shave off 33 seconds because that matters if you're having a heart attack and you can't breathe. I know because I watched my husband have a stroke and watched his skin fall off his face and you panic and you lose time before you make that phone call. And if they're losing time because they're too
far away, you can be dead by the time they get there.

So Eagle Fire District -- were they contacted to provide comments?

No. You wouldn't know that because you don't have that sheet in your packet.

Why were they not solicited for comments?

They provide service to our area, the city, on a daily basis. To me, that's a procedural error right there.

We know that they have an undue burden because their most recent November meeting minutes for their Commissioners show, from November 2018 to November 2019, how often we are trading services back and forth. For Eagle to come into Boise, and then they see [unintelligible] territory because they do work together: 339 times. For us to go help Eagle: 47 times. That's reaching undue burden for one provider to provide services that they're not getting paid for. Basically, Eagle Fire District's taxpayers are subsidizing Boise's growth.

So today you have a decision in front of you that's based on the Boise Code and the Boise City Comprehensive Plan. Decisions are to be based on standards and criteria in the Comprehensive Plan or other appropriate ordinances.

Consistency with the policies of the
adopted Boise Comprehensive Plan.

We just went through a policy of a 1.5-mile response, but we see a 1.9-mile response for the nearest fire station. We also have processing of a rezone and conditional use permit -- goes back to Section 11-03-03.4 of the Boise Code. That is the section that deals with what did the political subdivisions submit as their comments. It's also in the decision process for specific criteria for a rezone -- goes back to that same deal. You're supposed to factor that in.

Again, compliance with the Comprehensive Plan, and is this in the best interest of the public convenience and general welfare?

I'm just going to jump ahead here as we're running out of time.

So it's not up to the political subdivisions to determine legal compliance with the Development Code and Comprehensive Plan. It's not up to the Fire Department; they have a duty and responsibility to their National Fire Code. It's up to Planning and Development Services, and it's up to you guys to look at those comments, factor them in, decide if they fit the Code or not --

THE CLERK: Time.
ERIKA SCOFIELD: -- and without one political subdivision, that's going to be hard to do.

CHAIRMAN STEAD: Thank you, Ms. Scofield.

Please hold your applause; this is not the place for that. Again, we're here to respect all opinions and all the comments need to be on the record, on the microphone.

Okay.

So next we will take questions from the Commission for staff, the Applicant, or the Neighborhood.

Any questions?

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I wanted to ask the Applicant a question.

There he is.

So I just want to make sure, and it may be better for staff -- I'm not sure, but I think you touched on it in your presentation so I just want to clarify. So the cross-access to the east is required, is that correct, in order for you to not have to put in decel lanes? Is that correct?

JAY GIBBONS: Madam Chairman, Commissioner Stevens, so ITD says that we have to take out all
three of the accesses into our property. The neighbor
to the east that fronts State Street is currently
using one of those that we need to take out.

So yes. In order to have --

COMMISSIONER STEVENS: Thank you.

JAY GIBBONS: -- a full access, ride-in/ride-out,
and a full service, not just ride-in/ride-out. Yes.
Then we need to provide cross-access to the fella to
the east so that we can take out that bridge.

COMMISSIONER STEVENS: Okay. Thank you.

Madam Chair, may I ask another question of
staff?

CHAIRMAN STEAD: Yes, Commissioner Stevens.

COMMISSIONER STEVENS: So, Leon, can you address
the setbacks with regard to potential widening down --
this far out on State Street. And just -- can you
clarify for the record whether or not (a) it's planned
for widening this far out, when, and then whether or
not those issues have been taken into account for the
setbacks for this.

LEON LETSON: Yes, Madam Chair.

The development of the site in relation to the
setbacks -- ACHD and ITD have identified no additional
right-of-way here that would be taken at this time.

There is a vision far down the road for
potentially seven lanes, potentially bus rapid transit. There's a lot of things moving out there in terms of how wide the roadway would be here.

I can defer to the Applicant to tell us how far from the current property line the units will be set back, and that is in your staff report as a part of one of the site plans. But just with the canal alone, to the edge of the roadway and then to that site, I'm anticipating that's at least 30 to 40 feet from the property line, which could accommodate roadway widening here.

There's a lot of design work that has to go in -- I mean, we're still figuring out State Street from the downtown out to 27th Street. So not that this area isn't going to get planning as well, but there is -- ACHD does not have an identified time for when they will actually be designing this section of State Street and widening it.

And there's a lot of discussion about if widening it is appropriate here. And we're still hoping that there might be alternatives for other ways to move people without continuing to widen roadways around here, but that's a much different discussion so -- or a bigger discussion.

COMMISSIONER STEVENS: Thank you.
I'll let others go, and then I'll come back on in a minute.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I have a question for Leon.

So, Leon, we have in our packet a letter from the Boise City Fire Department, dated January 31st, 2020, from Assistant Fire Marshall Johnson, in which he approves the project.

Is it the City's position that that constitutes adequate documentation that the fire safety issues and the impact on political subdivisions with respect to the Fire Department, that that burden has been met by the Applicant?

LEON LETSON: Yes, Madam Chair, Commissioner Gillespie, yes.

Staff would direct the Commission to that letter as a response to whether or not fire services are being adequately provided to the development.

COMMISSIONER GILLESPIE: Thank you.

CHAIRMAN STEAD: Any further questions?

Okay.

COMMISSIONER STEVENS: Oh.
Hang on.

CHAIRMAN STEAD: Yeah, Commissioner Stevens.

COMMISSIONER STEVENS: I'm just waiting for others to be able to jump in.

Leon, I want -- if I could, Madam Chair.

CHAIRMAN STEAD: Please.

COMMISSIONER STEVENS: I apologize.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: The -- I'm curious about the future transit-oriented corridor and just sort of the state of the bus system out in this area at this time. So if you could just put some comment about that on the record so that I can have a better understanding of exactly where we are with that and how that status played into staff's consideration of this application.

LEON LETSON: Yeah, Madam Chair.

Currently service on State Street ends near the Saxton Drive area at Kensington, which is that activity center about a mile to the east.

There is conversation with Eagle to bring transit into their downtown and continue transit out here, but -- you know, it's -- we don't have a robust transit system that it really extends this far out at this point.
That is, I would say, probably the top priority of our recent State Street Plan as well as the Transportation Action Plan, which is another document by the City. We are in discussions with VRT and Eagle and other jurisdictions in the area to continue transit out here.

But I believe -- well, I apologize. There may be one regional commuter in the morning and one in the evening.

It is not a robust transit system out here right now, and I think some of the discussions about concurrency about when we put the transit system in place and allow development -- I think that's a complicated discussion.

If you don't have the demand on the system out here, you can never pay for the system to be out here. So I think that's why we are looking at TOD nodes like Horseshoe Bend, Gary Lane, and then kind of just higher-density residential along this corridor to make that a much more convincing argument in the future to have more robust transit on this section of State Street.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: If I could just follow
up.
So I guess my question is do we, as a city and a staff when you're considering applications, look at a street that has a bus route on it, like an Overland, for instance, where there's actually a bus route, versus a property like we have in front of us right now with this application identically -- because we call them both transit-oriented corridors -- or is there some sort of distinction that staff makes in the course of making a recommendation that helps us as Commissioners make a decision between a place that doesn't actually have any public transit versus a place that actually has public transit, even if it's not robust?

LEON LETSON: Yes, Madam Chair.

Certainly having an existing route adjacent to a site, I would say, is a more valuable situation than one where it's planned. Again, Valley Connect 2.0, every planning document we have is identifying transit on State Street in this area.

So it's definitely not the same as having a bus actually passing by, like in an Overland situation, but this is as close as -- I mean, if you're going to put density on any corridor in our valley, State Street has been identified as the place
to put that because we're focusing investment and
cooperation to build a transit system out in this
area. So planning, basically.

UNIDENTIFIED SPEAKER: Yeah.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: Is anybody else going to
weigh in here?

I have a question for the Applicant.

So in your letter to the City, you made a
point that -- and I don't have it up in front of me so
I'm just going to have to go from memory -- but you
made a point that the way you're doing this project
doesn't actually require you to tile this drain or to
tile this; but then a couple paragraphs later, you
state you're going to and then of course you testified
tonight that you're going to.

So you can -- can you explain to me, other
than the fact that the Irrigation District -- or maybe
it was the Drainage District -- one of them wants you
to do it and it's easier for maintenance for them --
was that the main reason? Because I'm just curious if
you're not required to do it, why you are doing it.

JAY GIBBONS: Madam Chairman, Commissioner
Stevens, it's twofold. By tiling the drain and/or the
ditch, the easements that the irrigation and the Drainage District both exert become narrower. For instance, the Drainage District said they got a 100-foot easement; but if you tile it, it'll knock it to 50, 25 on a side.

Similarly, with Boise Valley Irrigation and the width I had told -- I had stated previously that it was 50-foot and that in my notes, that in talking with their attorney, he said 50. I've since been told maybe it's only 30 -- but regardless, 50 or 30, if that -- if the irrigation lateral is tiled for that 359 feet, then their easement goes down to 10-foot a side so it's a 20-foot easement.

And that's the reason we are willing to tile them in the first place is that it gives us more developable space in order to, you know, create more open space or fit our buildings on it.

COMMISSIONER STEVENS: Thank you.

CHAIRMAN STEAD: Any other questions from the Commission?

Okay.

Public Testimony

CHAIRMAN STEAD: We'll move onto the sign-up sheet then.

Actually, Ms. Scofield, you're first up on
the sign-up sheet. Would you like to speak again?
Are you --

ERIKA SCOFIELD: I don't know -- I'll pass.
CHAIRMAN STEAD: Okay.
ERIKA SCOFIELD: I got most of my -- and I'm
tired.
CHAIRMAN STEAD: Okay.
Ms. Scofield is going to pass.
It looks like next up is Jennifer Szwek.
JENNIFER SZWEK: I'd like to trade with Bill
Smithey, please.
CHAIRMAN STEAD: Bill Smithey's next up on the
list.
So Jennifer's waiving her time and Bill
Smithey will be --
UNIDENTIFIED SPEAKER: I don't think she wants
to --
CHAIRMAN STEAD: Oh.
JENNIFER SZWEK: Not substituting.
CHAIRMAN STEAD: Got it.
JENNIFER SZWEK: If we could trade our places.
CHAIRMAN STEAD: Okay.
JENNIFER SZWEK: Okay.
CHAIRMAN STEAD: Next up is Bill Smithey.
BILL SMITHEY: Thank you.
Bill Smithey. 8152 Duncan Lane.

I'm going to start -- I just want to talk about the -- some TOD and safety issues.

The developer in their November 26 letter to the City -- he tells the City that ITD has said that a multi-family development with a maximum of 60 units will allow the developer to avoid drastic improvements to the State Street frontage.

Yet, the IDT (sic) says something completely different. Specifically, the ITD has access and traffic concerns, provided that the appropriate ITD permit is obtained in future connections and are required to submit [unintelligible] generation numbers. The ITD does not object to the proposed application.

And in their letter to the City, the ITD states that in order to consider a full-access approach for the development, the residential approach approximately 250 feet east of the proposed approach must be relocated. And also, if the residential approach to the east is not relocated, then the Applicant will be required to submit a right-turn lane warrant. Also, that the proposed approach has not been properly documented with an ITD permit, the Applicant will need to submit an ITD right-of-way
encroachment application and permit.

Also the necessary infrastructure for both
the traffic and pedestrian safety and high quality
TOD -- they really are not in place, and they're not
likely to be in place in the near future.

The exit and enters onto Highway 44 will
create additional confusion in a high-speed corridor
already well known for its dangers. In general, the
traffic accelerates beyond the posted limit of
50 miles per hour when traveling west from the
Glenwood intersection area.

We've heard concerns from residents south
of Highway 44 who already feel unsafe using Arney Lane
due to the involvement in traffic accidents. Arney
Lane is this -- is aligned with the proposed entrance
to the project and, as such, may directly compete with
the middle turn lane if the project entrance does not
entirely enforce ride-in and ride-out turns.

If these are enforced, the most -- most
morning commuters will be forced to turn westward onto
Highway 44 and drive towards the non-signal Duncan
Lane intersection 240 meters to the east. Morning
commuters at Duncan will be making a left turn across
the path, likely into the middle turn lane. The
commuters leaving the project, now heading opposite
their desired direction, will make -- either make (a) a right turn onto Duncan to find the turn-around location within the neighborhood and proceed back out Duncan to make a left turn onto Highway 44, or (b) make a left turn using the middle turn lane into one of the businesses on the south side of Highway 44 and then make a right turn onto State Street, or (c) --

THE CLERK: Time.

CHAIRMAN STEAD: Thank you.

BILL SMITHEY: Thank you.

[Unintelligible]

CHAIRMAN STEAD: So Jennifer Szwek next.

JENNIFER SZWEK: All right. Thank you.

Jennifer Szwek. 8955 Duncan Lane. I live in the northwest neighborhood, and I'm here to talk about this very large rezone of -- for our area here, and particularly the safety of the school children here in this area if this goes through, so...

The school children will need to be bussed or driven to school due to lack of safe walking infrastructure, the detached sidewalks, street lighting on Bogart and along Highway 44, incurring the dangers of entering or exiting the development by vehicle. Capacity will require bussing in the near future, and the lack of infrastructure shifts the cost
of accommodating this proposed project onto the backs of the taxpayers and the cost of bussing.

Although Boise School District may respond that a PUD has been -- met all of their requirements, they have no specific requirements for PUDs, and thus is the responsibility of the planning staff to ensure the needs of the school children are met.

UNIDENTIFIED SPEAKER: Is there something wrong?

UNIDENTIFIED SPEAKER: Oh. Yeah.

UNIDENTIFIED SPEAKER: Oh. Okay.

JENNIFER SZWEK: As you can see over here in this diagram, they did respond, but it's a form letter that the school system sent when we did our records request with no specific information.

So along with the safety of the children and increased bussing concerns that we see from no infrastructure from Shadow Hills Elementary on Bogart, these are children, age five to 12, that we're concerned about here.

Something to consider here, as we heard earlier -- gosh -- from Rick Visser, is the Idaho Code here with LLUPA, which is the law that needs to be followed to avoid undue concentration and population overcrowding of the land and to allow local school districts to participate in the community planning and
development process so as to address public school needs and impacts on an ongoing basis.

So the comprehensive guide, as Rick said, is just that. The Comprehensive Plan is just a guide.

So in the safety of this new development, how would it be if children could walk to school, possibly negotiating with the adjacent landowners to create a pathway along the irrigation lateral to allow the people and kids to walk to the park? Children need to have fresh air to play and away from the harmful effects of living near a busy highway.

THE CLERK: Time.

CHAIRMAN STEAD: Thank you.

JENNIFER SZWEK: Mm-hmm.

CHAIRMAN STEAD: Next up is Richard Llewellyn.

UNIDENTIFIED SPEAKER: [Unintelligible] the Applicant.

RICHARD LLEWELLYN: Richard Llewellyn. 9170 Hill Road.

Thank you, all. I will try to make my comments as -- well, I guess I have three minutes.

So our compatibility to West B subdivision is a real issue here. West B subdivision are the eight parcels to the north. They have been covenant restricted since I was a kid, and they cannot
subdivide unless they have unanimous consent among all of them.

So that really puts a burden on trying to figure out how to do TOD. TOD is something that our neighborhood is kind of resigned -- or accepted or -- maybe it's a good idea. We certainly think transit along State Street is a good idea in the long run, but how do we do it well?

One thing we do -- it well -- is we fought and struggled, and I personally worked to maintain this lateral on the north side. We would like it staying open all the way along and that would help maintain compatibility in an otherwise challenging situation.

Yeah. We're keeping our waterways in the sun. It's a State Street corridor policy to daylight -- keep daylight -- the canals daylighted, and I appreciate your comments earlier, Commissioner Stevens, about that.

Zoning update. So this policy is quoted by planning staff that we should remove barriers to desirable development patterns, particularly in those areas identified as areas of change in Chapter 4 Planning Area Policies.

This brings up a lot of issues for us.
Almost our entire neighborhood is considered an area of change. It's -- of course, was done so before we were part of the city. And, clearly, whoever wrote that map didn't know about the West B subdivision covenants.

But even larger -- we do not have a desirable development pattern in northwest Boise.

When I was a kid, my little sister -- I was in sixth grade. She had a temporary school classroom -- it was supposed to be temporary -- at Pierce Park and guess what? Just this year, now, very -- quite a long time later, we're finally catching up to our growth; right?

So we just do not believe that it will happen on its own. This area is getting impacted heavily, multiple developments that, you know -- it would be a good idea to get a connectivity over to Bogart, but that's not going to solve everything.

So, I just emphasize, we have to do the best job we can here. And I think that until infrastructure can catch up to the safety requirements and the livability goals of transit-oriented development, I think if we just continue to approve developments here -- I just don't think those things are going to happen. I think that if you require them
at least concurrently, there will be enough pressure put on the City and various agencies to make them happen.

So that's what I hope will happen, so I think you should reject it. I do appreciate working with the developer, and I do hope he -- we can continue --

THE CLERK: Time.

RICHARD LLEWELLYN: -- the conversation.

CHAIRMAN STEAD: Thank you, Mr. Llewellyn.

That's all we have for the sign-up sheet.

Is there anybody else in the audience hoping to testify on this item tonight?

UNIDENTIFIED SPEAKER: No.

CHAIRMAN STEAD: I see one.

Don't forget, please, to sign the white sheet and start with your name and address.

BRENT COLES: My name is Brent Coles. I'm at 6780 Casa Real in Boise, Idaho in the Northwest Neighborhood Association area.

Our neighborhood has been working diligently to write a neighborhood plan; we're working on it diligently.

The challenge for us is to drive out onto State Street. We look at -- Arney Lane connects to
Riverside Village, which is in Garden City, very large development, has two access points. One is Arney Lane, and one is on Gary Lane. All that traffic coming out to State Street comes -- will come -- it comes directly across the street from this project. So now we're going to put 60 units up there on a street, State Street, that is over capacity now -- 50 miles-an-hour traffic, no stop light there.

There's one at Bogart Lane. Bogart Lane intersection is not a fully developed intersection by any means, and I drive through there -- I go through Arney Lane, and it is a suicide trying to get out into the middle lane and then get over into traffic. It's a disaster waiting to happen. Very, very challenging.

Madam Chair, members of the Commission, I first wanted to say I respect and thank you for your volunteer work here. I understand it.

I -- it's time to say, "Stop." It's time to say, "No." It's time to say, "Let the Northwest Neighborhood and other associations develop their neighborhood plans."

Is nine minutes okay for you to have fire response? To have medical response? Is that okay?

I mean, you're given information, but you're the ones that make the final decision.
We were promised a fire station out there years ago when we were annexed. It's never been built.

So yes. We depend on Eagle, and that's just if they're not busy, but they're busy. We're way down the list. This is a legal issue waiting to happen.

Use common sense, use your integrity, your ability.

We're over 50 police officers short. They don't patrol State Street. It's divided between the city of Garden City and the city of Boise. We live out there. We don't see enforcement. We just, not too long ago, had a fatality at Eagle Road and State Street, just cars driving too fast, ignoring stop signs, running out into those intersections.

You have the opportunity to say, "Stop."
Say, "No. Let's wait till we have some infrastructure."

There's no sidewalks on State Street. There's no bicycle lanes. It's the most dangerous place at 50 miles an hour. We're going to put 60 units, 120 people, saying, "Oh, jump out there onto State Street."

And I did not see, and maybe there is --
is there a secondary access for fire to get into this
subdivision? I didn't see it, maybe it's there. But
I know it. I know this is historical, but it used to
be every subdivision had to have two access points for
fire and police.

THE CLERK: Time.

BRENT COLES: Thank you for your time.

CHAIRMAN STEAD: Thank you, Mr. Coles.

Is there anybody else looking to testify on
this item tonight?

Okay. Seeing none.

REBUTTAL

CHAIRMAN STEAD: We will invite the Applicant
back up for a five-minute rebuttal.

JAY GIBBONS: Thank you, Madam Chairman,
Commissioners.

What we heard for the most part from the
comments is traffic and fire.

And what I said previously in my
presentation about ITD and their permit process --
that is the permit process that we have yet to go
through. We wanted to proceed to this level of the
City to see if we gain approval before we actually
went down the road, wasted their time or ours in
preparing that permit. There's a lot involved in it,
so we still have to do that with ITD. That's outstanding. It'll get done here pretty quickly.

As fires is concerned, you know, it is what it is, and it's been a problem for a long time.
I've heard all kinds of comments in my planning experience with the County and all the big, proposed subdivisions or developments in every form over the last 15 or 20 years -- is the services, services, services. In some regard, we have to build things in order to have the base to provide those services, specifically in transit and busses.

At present, we have -- we got a letter from the Fire Department, said that they were willing to serve us and they could, adequately, from the access that they had and the transportation that the street layout within our development.

So with that, I will close my rebuttal and stand for questions or leave it in your capable hands.

CHAIRMAN STEAD: Thank you.

MOTIONS

CHAIRMAN STEAD: At this point we'll close this portion 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 of CAR19-28 and approve PUD19-39.

COMMISSIONER FINFROCK: Second.

CHAIRMAN STEAD: We have a second by Commissioner Finfrock.

Is there any discussion?

COMMISSIONER GILLESPIE: Madam Chairman, just a couple of issues. I'm sure more will come out.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Thank you.

Seems like a lot of people have concerns with the other approving agencies, the Fire Department, ITD, the school district, the drainage companies, the laterals, et cetera.

You know, the issue is we have to rely on facts as we see them before us. We have the expert testimony of all of those agencies either approving of this or, in the case of ITD, saying what needs to be done. Sounds logical to me, what they're proposing. The Applicant and the City will make sure it's done, and the Applicant has said they'll do it.

So all of these concerns about these approving agencies -- I just think those concerns are best taken to those agencies. So if folks don't like that the Boise School District approved this
development, go talk to the Boise School District, because I've got these folks who are paid to do this, right, who say it's approved. So if I turned around and tell a private property owner, "We can't do this because the schools aren't adequate," he's going to, you know, walk to City Council or walk to the Ada County Courthouse and say, "Look, I got this note from the Boise School District. So who are these guys saying that it wasn't adequate?"

That's a problem, folks. I get the problem, but I don't think the solution is here or at least as far as I'm concerned in this matter. We heard no facts with respect to school overcrowding; we heard no facts with respect to poor fire performance; we heard no facts, really, with respect to this development itself and how it's situated and it fits facts of opposition.

So, from my point of view, the rezone is doing something that the City really wants to do, which is get development on State Street. I support that. I think it's the right thing to do. Frankly, it wouldn't matter if I didn't support it. It's what it says in the Comp Plan and the Code. And, you know, it meets all the dimensional standards and all of the nitty-gritty that we go through, so I'm going to
support the motion.

CHAIRMAN STEAD: Further discussion?

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: As Leon explained, if we're going to add density, then it should be along State Street, you know, a future transit corridor, which is supportive of our Comprehensive Plan. And that, coupled with the amenities, setbacks, and the parking requirements that adhere to the development code -- I'm going to support the motion.

And, as Commissioner Gillespie pointed out, Boise Fire Department received and approved this application as well.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'm going to oppose the motion, which may seem a little bit contrary to the other things I've said tonight, but here's where I'm going with this.

I, generally speaking, support this kind of density at this spot at some point in the future, but I am concerned that this neighborhood is dying by a thousand cuts and that it's taking one after another. In fact, the slide that's on our screen
right now is a great example, and there are more that aren't on the screen.

I'd like this neighborhood to be given the opportunity, frankly, to finish their comprehensive plan or their neighborhood plan, I mean, and have it adopted into our code and into our Comp Plan.

This is not a transit corridor yet; there is zero public transit at this point. And I think, you know, there is little remaining land in this neighborhood that we can actually try to create some place-making in, and this is one of those places.

I'd like to see some part of that canal remain open, probably the west side makes the most sense; but, you know, I leave that to the neighborhood and the developer to figure out. But something has to remain of this neighborhood with the density that's going to go in.

You know, we talk a lot about what makes Boise so great, and the things we want to keep, and the things we want to maintain, and we have to do it somewhere. We have to do it somewhere.

And if we're going to put density somewhere, I'd say this is the spot, but let's get a bus out there first and let's let the neighborhood have a plan so that we can have some connection to
what used to make the northwest neighborhood great.

I'm opposed, generally speaking, to closing canals. I don't know if anybody's aware, but we're in the middle of daylighting Cottonwood Creek right now because of all of the creeks that we've laid underground in this valley, all of the ditches, all of the waterways. We have very little connection left to our ag history in this city, and our city was built on ag history. For those of you who don't know, it's mining, it's timber, and it's ag, and so to get rid of every last vestige of that connection to place is really bothersome to me.

I support density here. I'll repeat that so that the people who are opposed to this project can hear me. I support it here and I will support it in the future, but I would prefer to see an application come back to us that recognizes the history of this, that recognizes the connection to the parcels to the north, and that provides some visual representation of that connection.

So I will not be supporting the motion, but I probably will in the future if we see something different come back.

CHAIRMAN STEAD: Further discussion?

Okay.
We have a motion to approve CAR19-28 and
recommend approval -- oh. Sorry. I had that
backwards -- recommend approval for CAR19-28 and
approve PUD19-39.

ROLL CALL

CHAIRMAN STEAD: Can the clerk please call
roll -- vote.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Stevens.

COMMISSIONER STEVENS: No.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: Motion carries, three to one.

CHAIRMAN STEAD: Thank you.

We're going to take a quick break before
we come back to hear Item 7. We'll break for about
five or six minutes.

(End transcription at 3:43:15 of audio file.)

-o0o-
Summary
Rezone of ±4.3 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) and a conditional use permit for a planned residential development comprised of 60 multi-family units.

Prepared By
Leon Letson, Senior Planner

Recommendation
Approval with Conditions

Reason for the Decision

Rezone
The requested rezone is consistent with the approval criteria of B.C.C. Section 11-03-04.03. Establishing R-3D (Multi-Family Residential with Design Review) zoning for the subject property complies with Blueprint Boise. It is designated “Mixed Use” on the Land use Map and supported by a number of policies that encourage the development of more dense housing adjacent to major arterials like State St. Principle PDP1.2 promotes zoning allowances to support the proposed multi-family development. Principle NAC11.3 provides direction to remove barriers and update zoning to reflect the goals and policies of Blueprint Boise. Rezoning the property will benefit the general public as providing housing in this area of the City minimizes the impact of sprawl on outlying areas of the community and encourages development that allows individuals to walk, bike, or make use of public transportation. Principle NAC3.2 supports residential infill and redevelopment in areas identified as suitable for change within the “Areas of Stability and Change” maps. This area of the Northwest Planning Area has been identified as anticipated for “Significant New Development/Redevelopment.” Finally, the proposed rezone will not create any issues of compatibly with surrounding zoning and development. The surrounding area consists of established residential and commercial uses with residential and commercial zoning.

Planned Unit Development
The requested planned residential development is consistent with the approval criteria of B.C.C. Section 11-03-04.07. It is compatible with existing uses in the neighborhood. Single family homes on various sized lots surround the subject property to the north, east, and west; directly south is the State St corridor and a mix of commercial and residential uses. The proposed project is consistent with several principles in Blueprint Boise that encourage new housing that complements the surrounding neighborhood and does not require the costly extension of infrastructure (Principles NAC3.1(a) and CC1.1). In addition to complementing the surrounding neighborhood, all necessary utilities and infrastructure are readily available to the site. Principles ES1.4 promotes compact, walkable
development patterns that support transit and reduce vehicle emissions. Finally, this project aligns with the larger goal of transforming State Street into a transit-oriented corridor with distinct development nodes, as envisioned by Principle NWCCN1.2 (a) and the State Street Transit and Traffic Operational Plan.

The project also complies with the Citywide Design Standards and Guidelines, as required of multi-family developments. Parking will be located internal to the site with appropriate screening of service drives. Townhomes will be oriented toward streets and service drives, with clearly defined paths and entryways. Furthermore, this project is subject to Design Review, which will ensure the structures themselves include modulation in façade and rooflines to reduce their perceived mass, as well as appropriate materials, openings and covered entries, consistent with the residential setting.
Property Information

Address

Street Number: 9000
Prefix: W
Street Name: STATE ST
Unit #: 
Subdivision name: SEC 23 & OF SE4SE4
Block: 0
Lot: 0
Section: 14
Township: 4
Range: 1
Zoning: R-1A
Parcel Number: 5051449200
Additional Parcel Numbers: 

Primary Contact

Who is responsible for receiving e-mail, uploading files and communicating with Boise City?
○ Agent/Representative ○ Applicant ○ Owner

Applicant Information

First Name: Kelly
Last Name: Kitchens
Company: 
Address: 10903 Chicken Dinner Road
City: Caldwell
State: ID
Zip: 83607
E-mail: kelly@fullsailboise.com
Phone Number: (208) 244-6264
Cell: (208) 794-7863
Fax: 

Agent/Representative Information

Role Type: ○ Architect ○ Land Developer ○ Engineer ○ Contractor ○ Other
First Name: Jay
Last Name: Gibbons
Company: South Beck & Baird
Address: 2002 S. Vista Avenue
City: Boise
State: ID
Zip: 83705
E-mail: gibbons@sbgbo.com
Phone Number: (208) 342-2999
Cell: (208) 869-0747
Fax: 

Owner Information

Same as Applicant? ○ No ○ Yes (If yes, leave this section blank)

First Name: 
Last Name: 
Company: 
Address: 
City: 
State: ID
Zip: 
E-mail: 
Phone Number: 
Cell: 
Fax: 

1. Neighborhood Meeting Held (Date):
9/19/2019

2. Neighborhood Association:
Northwest

3. Comprehensive Planning Area:
Northwest

4. This application is a request to construct, add or change the use of the property as follows:
Construct a 60-unit multi-family townhouse apartment complex with clubhouse

5. Size of Property:
4.3 Acres

6. Water Issues:
A. What are your fire flow requirements? (See International Fire Code):
1500 gpm

B. Number of hydrants (show location on site plan):
Note: Any new hydrants/hydrant piping require Suez Water approval.
Number of Existing: 0 Number of Proposed: 2

C. Is the building "sprinklered"?
Yes No

D. What volume of water is available? (Contact SUEZ (208) 352-7354):
2000 gpm

7. Existing uses and structures on the property are as follows:
Existing 1 story residence, agricultural barn and silo. The property was formerly part of a large farm operation, prior to subdividing off parts.

8. Are there any hazards on the property?
(Such as canals, hazardous material spills, soil or water contamination.) If so, describe them and give their locations:
Drain ditch on east and north property lines, Drainage District #2 & an open irrigation lateral on the west property line, Boise Valley Irrigation Company.

9. Adjacent property information:

<table>
<thead>
<tr>
<th>Building types and/or uses</th>
<th>Number of Stories</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: Large lot resident</td>
<td>1</td>
<td>(R-1A) Single Family Resider</td>
</tr>
<tr>
<td>South: Commercial (Gar)</td>
<td>1</td>
<td>(C-2) General Commercial</td>
</tr>
<tr>
<td>East: Large lot resident</td>
<td>1</td>
<td>(R-1A) Single Family Resider</td>
</tr>
<tr>
<td>West: SFD residential</td>
<td>1</td>
<td>(R-1C) Single Family Resider</td>
</tr>
</tbody>
</table>
### 10. Non-Residential Structures:

A. Number of **Proposed** non-residential structures: 1

<table>
<thead>
<tr>
<th>Floor</th>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>1879</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

B. Maximum Proposed Height: 16

C. Number of stories: 1

D. Number of **EXISTING** non-residential structures to remain: 0

<table>
<thead>
<tr>
<th>Floor</th>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

E. Existing Structure Height(s): 0

F. Number of Stories: 0

### 11. Residential Structures:

A. Number of **Proposed** residential units (if applicable): 60

<table>
<thead>
<tr>
<th>Size</th>
<th>Number of Units</th>
<th>Square Foot per Unit</th>
<th>Total Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Bedroom</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Two-Bedroom</td>
<td>42</td>
<td>1102</td>
<td>46284</td>
</tr>
<tr>
<td>Three-Bedroom</td>
<td>18</td>
<td>1220</td>
<td>21960</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Number</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

C. Number of **Existing** units to remain: 0

D. Maximum Proposed Structure Height(s): 28

E. Number of Stories: 2
12. Site Design:

A. Percentage of site devoted to building coverage: 0.25

B. Percentage of site devoted to landscaping: 0.32

C. Percentage of site devoted to paving: 0.36

D. Percentage of site devoted to other uses: 0.07

E. Describe other use: Tiled drain ditch access road/walkable pathway amenity

13. Loading Facilities, if proposed (For Commercial uses only):

Number: [Blank] Location: [Blank]

Size: [Blank] Screening: [Blank]

14. Parking:

<table>
<thead>
<tr>
<th>Type</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Handicapped Spaces</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>B. Parking Spaces</td>
<td>90</td>
<td>113</td>
</tr>
<tr>
<td>C. Bicycle Spaces</td>
<td>60</td>
<td>64</td>
</tr>
<tr>
<td>D. Proposed Compact Spaces</td>
<td>0</td>
<td>[Blank]</td>
</tr>
</tbody>
</table>

E. Restricted (assigned, garage, reserved spaces) parking spaces proposed: 48

F. Are you proposing off-site parking? [No]

G. Are you requesting shared parking or a parking reduction? [No]

Note: If you are requesting shared parking or a parking reduction, you must submit a survey of persons using and working on the premises and any additional information demonstrating that use by the regular employees and visitors to the premises will require fewer off-street parking spaces than required by the Zoning Ordinance.

15. Setbacks (Plans that are not graphically dimensioned will not be accepted.)

<table>
<thead>
<tr>
<th>Building</th>
<th>Proposed</th>
<th>Required</th>
<th>Parking</th>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>20</td>
<td>20</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Rear</td>
<td>15</td>
<td>15</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Side 1</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Side 2</td>
<td>10</td>
<td>10</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

16. Waivers Requested:

A. Lot size: [Yes] Description: [Blank]

B. Internal Setbacks: [Yes] Description: Building front setback minimum 4' from back of sidewalk

C. Frontage: [Yes] Description: [Blank]
17. Sidewalks:
   Proposed:  □ Attached  □ Detached
   Adjacent:  □ Attached  □ Detached

18. Amenities:
   Number: 
   Description: compacted gravel ditch access road/walkable pathway on 3 sides & a 
   bbq/seating picnic area in common area near clubhouse

19. Density:
   Allowed Density: 43.5
   Proposed Density: 14

20. Building Exterior:
   Materials
   - Roof: Composite shingle
   - Walls: Hardboard/shiplap wood/stucco
   - Windows/Doors: wood
   - Fascia, Trim etc.: wood
   Colors
   - dark grey
   - mixed greytones
   - black/white
   - mixed greytones

   Permeable pavers in parking stalls

22. Floodways & Hillsides:
   A. Is any portion of this property located in a Floodway or a 100-year Floodplain?  ○ Yes  ○ No
   B. Does any portion of this parcel have slopes in excess of 15%?  ○ Yes  ○ No

   Note: If the answer to either of the above is yes, you will be required to submit an additional Floodplain and/or Hillside application and additional fee. You must submit the additional required application(s) for review at the same time as this request.

23. Airport Influence Area:
   Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)
   ○ No  ○ Area A  ○ Area B  ○ Area B1  ○ Area C
A. PUBLIC Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) will be generally required by the Ada County Highway District, if the proposed development contains no more than 100 dwelling units (includes hotels and motels as well as private dwelling units), more than 30,000 square feet of commercial use, or more than 50,000 square feet of industrial or institutional use, or has associated it with special circumstances deemed by ACHD to warrant an impact study. A copy of this study must be submitted with this application.

Is a Traffic Impact Study required?
○ Yes  ○ No

B. PRIVATE Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) prepared by a traffic engineer will be required by Public Works and Planning & Development Services for the interior roadway and parking system. This requirement may be waived when it can be shown by the applicant that no section of on-site roadway will exceed 240 vehicle trips per day.

Is a Traffic Impact Study required?
○ Yes  ○ No

Are you proposing public street connection to adjacent properties?
○ Yes  ○ No

25. Solid Waste:

A. Type of trash receptacles:
 ○ Individual Can/Residential  ○ 3 Yd Dumpster  □ 6 Yd Dumpster  □ 8 Yd Dumpster  □ Compactor

B. Number of trash receptacles:

C. Proposed screening method:

CMU walls (6') & plantings

D. Is the proposed location accessible for collection? (Contact Boise Public Works at 384-3901.)
○ Yes  ○ No

E. Is recycling proposed?
○ Yes  ○ No

Verification of Legal Lot or Parcel Status

Acceptance of this application does not validate the legal status of any lot or parcel. Prior to submitting for a Building Permit you must have a Verification of Legal Parcel Status form signed by the Boise City Subdivision Department. It is the applicant’s responsibility to provide deeds and/or other documentation to the Subdivision Department. See Verification of Legal Lot or Parcel Worksheet for submittal requirements.

The undersigned declares that the above provided information is true and accurate. The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongly issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature: ____________________________

Date: ____________________________
November 26, 2019

State Street 60 Apartments - PUD

Commissioners & Staff,

South, Beck and Baird is pleased to present this narrative for the referenced project. The objective of the PUD application with the accompanying rezone application, CAR19-00028, is to allow development of a multi-family apartment complex on the subject parcel.

The subject parcel, Ada County Assessor’s parcel #S0514449200, is located on the north side of W. State Street, addressed as 9000 W. State, Boise, Idaho. The parcel located in T4N, R1E, Sec 14 and is 4.3 acres in size. It is currently zoned R-1A. Adjacent properties consist of 1-story residences in the Duncan’s Landing Subdivision to the west, large-lot residential lots to the north, a large-lot residence to the east and commercial development (Garden City) across State Street to the south. State Street is a principle arterial.

The comprehensive plan depicts the subject parcel, with direct access off State Street, as a mixed-use development area. A multi-family development supports the City’s vision of a transit-oriented corridor along State Street. Further, the plan depicts the corner of Bogart Lane and State Street as a key transit node.

The Planned Unit Development application defines the building layout, parking, fire access, amenities and landscaping. The Idaho Transportation Department has said a multi-family development with a maximum of 60 units will allow us to avoid drastic improvements to the State Street frontage. There is an existing irrigation canal between the property and the roadway. Keeping the developable units at 60 means we won’t be required to tile the canal and add acceleration/deceleration lanes to/from our entry. The proposed apartments are townhome style, living space on the first floor, bedrooms on the second floor. This form of apartment is a highly sought after. We will be building them with a double fire wall between every 2 apartments, meaning sound attenuation and safety are at the forefront of our development proposal.

Access to the complex is off State Street. We propose a single entry lane, with two turning lanes. We recognize traffic is a concern and have negotiated a secondary means of egress via a future public road through the property lying adjacent to the northeastern property line. This will allow residents to access/egress the complex from Bogart Lane and its signalized intersection with State Street.

The drainage ditch and the irrigation lateral will be tiled per consultation and agreements with Drainage District #2 and Boise Valley Irrigation Company. They are anxious to have their infrastructure improved through the development process and will require compacted gravel access.
roads along each. These access roads will also serve as walkable pedestrian pathways for the apartment complex.

We believe the development will provide an attractive housing type in the area and provide recreational opportunities to our future residents.

We appreciate the opportunity to make application to rezone the property and look forward to working with staff throughout the process. If you have any questions or need additional information while processing this application, please call or email. Thank you for your consideration on this matter.

Sincerely,

Jay A. Gibbons, PLA, ASLA
South, Beck and Baird Landscape Architecture
GENERAL LANDSCAPE NOTES

1. SURFACE WATER SYSTEMS: All surface water systems including stormwater drains, gutters, and downspouts shall be designed and constructed in accordance with the procedures outlined in the "Stormwater Management" section of the City of Boise, Idaho regulations.

2. ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR MORE FROM THE EDGE OF ANY BUILDING.

3. KEEP ALL BORDERS ADEQUATELY MAINTAINED. ALL BORDERS TO BE MAINTAINED AT ALL TIMES TO ENFORCE THE LIMITATION OF BACKLASH AND MAINTAIN THE ESTHETIC APPEARANCE OF THE SITE.

PLANT SCHEDULE

<table>
<thead>
<tr>
<th>BOTANICAL NAME</th>
<th>PLANTING AREA (FT^2)</th>
<th>PLANTING DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acer rubrum Rubrum</td>
<td>5 ft^2</td>
<td>3 Apr, 5 Apr, 10 Apr, 21 Apr</td>
</tr>
<tr>
<td>Camelina sativa</td>
<td>5 ft^2</td>
<td>3 Apr, 5 Apr, 10 Apr, 21 Apr</td>
</tr>
<tr>
<td>Corokia cotoneaster</td>
<td>5 ft^2</td>
<td>3 Apr, 5 Apr, 10 Apr, 21 Apr</td>
</tr>
<tr>
<td>Corylus avellana</td>
<td>5 ft^2</td>
<td>3 Apr, 5 Apr, 10 Apr, 21 Apr</td>
</tr>
<tr>
<td>Cotoneaster dammeri</td>
<td>5 ft^2</td>
<td>3 Apr, 5 Apr, 10 Apr, 21 Apr</td>
</tr>
</tbody>
</table>

Please refer to Packet Pg. 797 for the full list of plants and details.

STATE ST. APARTMENTS
NEW APARTMENT COMPLEX
W 90TH STREET
# Site Address
BOISE, IDAHO 83714

SCALE: 1/8" = 1'-0" 1:1.47

SIDE ELEVATION
FRONT ELEVATION
BACK ELEVATION
SIDE ELEVATION
BACK PERSPECTIVE
FRONT PERSPECTIVE
2 BEDROOM END UNIT = 1,220 S.F.  

1st Floor

2nd Floor Plan
Planning Division Project Report

File Number         CAR19-00028 & PUD19-00039
Applicant           Kelly Kitchens
Property Address    9000 W State St

Public Hearing Date February 10, 2020
Heard by            Planning and Zoning Commission
Analyst             Leon Letson, Senior Planner
Reviewed By         Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: September 19, 2019
Radius notices mailed to properties within 300 feet on: January 17, 2020
Newspaper notification published on: January 18, 2020
The applicant posted notice on site on: January 24, 2020

Table of Contents
1. Project Data and Facts ................................................................. 2
2. Land Use .................................................................................. 2
3. Project Proposal ................................................................. 3
4. Development Code ................................................................. 3
5. Comprehensive Plan ................................................................. 4
6. Transportation Data ................................................................. 4
7. Analysis .................................................................................. 4
8. Approval Criteria ................................................................. 8
9. Recommended Conditions of Approval .................................... 11

Exhibits
Agency Comments
Public Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Owner</strong></td>
</tr>
<tr>
<td><strong>Agent/Representative</strong></td>
</tr>
<tr>
<td><strong>Location of Property</strong></td>
</tr>
<tr>
<td><strong>Size of Property</strong></td>
</tr>
<tr>
<td><strong>Current Zoning</strong></td>
</tr>
<tr>
<td><strong>Proposed Zoning</strong></td>
</tr>
<tr>
<td><strong>Land Use Designation</strong></td>
</tr>
<tr>
<td><strong>Planning Area</strong></td>
</tr>
<tr>
<td><strong>Neighborhood Assoc./Contact</strong></td>
</tr>
<tr>
<td><strong>Procedure</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>One detached single family home.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Applicant’s Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rezone of 4.3 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) and a conditional use permit for a planned residential development comprised of 60 multi-family units.</td>
</tr>
</tbody>
</table>

2. Land Use

<table>
<thead>
<tr>
<th>Description and Character of Surrounding Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>The surrounding area is comprised of single-family homes on various sized lots to the north, east, and west; directly south is the State St corridor and a mix of commercial and residential uses.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adjacent Land Uses and Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>North</strong></td>
</tr>
<tr>
<td><strong>South</strong></td>
</tr>
<tr>
<td><strong>East</strong></td>
</tr>
<tr>
<td><strong>West</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>History of Previous Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAR14-00014</td>
</tr>
</tbody>
</table>
3. Project Proposal

Structure(s) Design

<table>
<thead>
<tr>
<th>Number and Proposed Use of Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>60 townhome-style multi-family apartments in 6- and 8-unit configurations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Stories / Maximum Building Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two story / Approximately 22 feet tall</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amenities</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 1,750 square foot clubhouse with fitness center, community gathering space, and outdoor bbq area.</td>
</tr>
<tr>
<td>• Enhanced 10’ wide, publicly accessible pathway running north-south along the western portion of the site.</td>
</tr>
</tbody>
</table>

Setbacks

<table>
<thead>
<tr>
<th>Yard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Building</td>
<td>Parking</td>
</tr>
<tr>
<td>Front (State St)</td>
<td>15’</td>
<td>20’</td>
</tr>
<tr>
<td>Side (east)</td>
<td>5’</td>
<td>5’</td>
</tr>
<tr>
<td>Side (west)</td>
<td>5’</td>
<td>5’</td>
</tr>
<tr>
<td>Rear (north)</td>
<td>15’</td>
<td>15’</td>
</tr>
</tbody>
</table>

Parking

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total parking spaces:</td>
<td>96</td>
</tr>
<tr>
<td>Accessible spaces:</td>
<td>5</td>
</tr>
<tr>
<td>Compact spaces:</td>
<td>47</td>
</tr>
<tr>
<td>Bicycle parking spaces:</td>
<td>60</td>
</tr>
<tr>
<td>Parking Reduction requested?</td>
<td>No</td>
</tr>
</tbody>
</table>

4. Development Code (Boise City Code Title 11)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03-04.03</td>
<td>Rezone: Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.07</td>
<td>Planned Unit Developments: 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 and Loading Standards</td>
</tr>
<tr>
<td>11-07-06.05</td>
<td>Planned Unit Development Standards</td>
</tr>
</tbody>
</table>
5. Comprehensive Plan *(Blueprint Boise)*

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
</tr>
</thead>
</table>
| Chapter 2: City Wide Visions and Policies | • Principle CC2.1(a) and (b)  
• Principle CC1.1  
• Principle ES1.4  
• Principle NAC3.1 (a) |
| Chapter 4: Northwest Planning Area Policies | • Goal NW-CCN1.2(a)  
• Principle NAC 3.2  
• Principle NAC11.3  
• Principle PDP1.2 |

6. Transportation Data

The project is estimated to generate 439 additional vehicle trips per day (VDT) with 34 during the PM Peak Hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Traffic Count</th>
<th>Level of Service*</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Street</td>
<td>423&quot;</td>
<td>State Highway</td>
<td>1,619</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*The Ada County Highway District does not set level of service thresholds for State Highways (State St). Average daily traffic count for State Street, west of Bogart Lane was 38,951 on October 2, 2019.*

7. Analysis

The applicant is requesting a rezone of ±4.3 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) and a conditional use permit for a planned residential development comprised of 60 multi-family units *(Figure 1).*

![Figure 1](image-url)
The area surrounding the subject property is comprised of single-family homes on various sized lots to the north, east, and west. Directly south is the State St corridor and a mix of commercial and residential uses. (Figure 2).

Rezone
The subject property is designated “Mixed Use” and currently zoned R-1A, which allows a density of 2.1 units/acre. Approximately 1 mile to the east is a Community Activity Center located at the intersection of State St and Glenwood Ave (Figure 3).

In addition to the R-3 zone, A-1, R-1A, R-1B, R-1C, R-1M, L-O, N-O, R-2, R-O, C-1, C-2, C-3, C-4, C-5, PC, H-S, M-1, M-2, and T-1 are all permissible implementing zones in the “Mixed Use” land use designation. The majority of the residential zones, excluding R-2 and R-1M,
would not support the requested density of the project. The office (L-O, N-O, and R-O) and commercial (C-1, C-2, C-3, C-4, C-5, and PC) zones support the density of the project but are unnecessary due to the lack of a non-residential component in the proposal. Furthermore, they could allow for the development of non-compatible uses in the future if the property redevelops. The allowed density and dimensional standards of the R-3 zoning is preferred for the proposed project as it better accommodates future redevelopment of the subject property from a residential infill perspective. A more detailed discussion of the proposed density and the potential development of the site is provided in the subsequent section of this report.

**Planned Residential Development**

As there are multiple multi-family buildings associated with the project, a planned residential development is required in conjunction with the rezone. Per the requirements of planned unit developments of this size, two amenities have been provided. These include a 1,750 square foot clubhouse with fitness center, community gathering space, and outdoor bbq area, as well as an enhanced 10’ wide, publicly accessible pathway running north-south along the western portion of the site. This pathway will be discussed in greater detail in subsequent sections of the report.

The proposed project integrates well with the surrounding neighborhood. The multi-family townhomes are designed to be two-story and include covered front entries and siding and materials reflective of many of the newer homes constructed in the surrounding area (Figure 4).

Given the project’s location adjacent to State Street, a future transit-oriented corridor as envisioned by Blueprint Boise and the State Street Transit and Traffic Operational Plan, the Planning Team encouraged the applicant to explore options for increasing the overall density of the project. The requested R-3 zoning would support 43.5 units/acre, or 187 dwelling units on site. The current 60-unit proposal equates to 13.9 units/acre. Although the applicant has decided to move forward with their original request, in terms of number of units, approval of the associated request for R-3D zoning preserves the opportunity for
redevelopment of the subject property from a residential infill perspective in the event the developer or future property owners desire to pursue a modification to the planned residential development.

Connectivity

Policy CC2.1(a) of the Comprehensive Plan promotes the development of a street network that interconnects and distributes vehicle, bicycle, and pedestrian traffic to multiple streets. Policy CC2.1(b) calls for the establishment of a connectivity measure to promote a connected system of roadways to alleviate traffic congestion, reduce travel distances, and increase travel options. Although there is no public right-of-way proposed for this development, a connectivity index review was provided due to its scale and the potential for redevelopment of adjacent parcels (Figure 5).

The connectivity index for this development is 2 as it has 8 links and 4 nodes. The City considers a connectivity index above 1.5 to be acceptable. This calculation includes three private service drives the Planning Team has requested be stubbed to the north and east where there are several large, minimally developed parcels; cross access shall also be granted to these parcels. Along State St, 5’ detached sidewalks with a minimum 8’ landscape buffer will be installed as the Boise Valley Canal is proposed to remain untiled. Internal to the development, 5’ attached sidewalks will be installed along all service drives and pedestrian crossings provided at key intersections. In addition, a
network of pathways have been incorporated into the development. Most notably is an enhanced 10' wide, publicly accessible pathway running north-south along the western portion of the site that will connect to other future pathways to the north. This will help to establish a greenbelt-like connection between State St and the Boise Foothills (Figure 6).

As indicated below, the Planning Team finds the applications to be consistent with the standards for approval.

8. Approval Criteria

**Rezone (11-03-04.03)**
Any recommendation of the PZC shall be in writing and shall specify that the rezone meets the following criteria:

i. **Is in compliance with the Comprehensive Plan.**

Establishing R-3D (Multi-Family Residential with Design Review) zoning for the subject property complies with Blueprint Boise. It is designated “Mixed Use” on the Land use Map and supported by a number of policies that encourage the development of more dense housing adjacent to major arterials like State St. Principle PDP1.2 promotes zoning allowances to support the proposed multi-family development. Principle NAC11.3 provides direction to remove barriers and update zoning to reflect the goals and policies of Blueprint Boise.
ii. **Is in the best interests of the public convenience and welfare.**

Rezoning the property will benefit the general public as providing housing in this area of the City minimizes the impact of sprawl on outlying areas of the community and encourages development that allows individuals to walk, bike, or make use of public transportation. The proposed project also makes use of readily available infrastructure and services in the area, which is a more efficient use of public funding, versus development in areas where infrastructure and services would need to be extended.

iii. **Maintains and preserves compatibility of surrounding zoning and development.**

The proposed rezone will not create any issues of compatibility with surrounding zoning and development, which consists of established residential and commercial uses with residential and commercial zoning. Although the requested R-3D zoning allows for more intense development, in terms of density, than much of the existing zoning in the surrounding area, it is appropriate as the subject property is adjacent to State St, a major arterial and future transit-oriented corridor, where more dense housing is encouraged.

**Conditional Use Permit (11-03-04.7.a)**

i. **The location is compatible to other uses in the general neighborhood;**

This planned residential development is compatible with existing uses in the neighborhood. Single family homes on various sized lots surround the subject property to the north, east, and west. Directly south is a mix of commercial and residential uses, as well as the State St corridor, a major arterial and future transit-oriented corridor, where more dense housing is encouraged.

ii. **The proposed use will not place an undue burden on transportation and other public facilities in the vicinity;**

Correspondence received from commenting agencies indicate the project will not place an undue burden on transportation or other public services. The Ada County Highway District estimates 439 additional vehicle trips per day (VDT) will be generated, with 34 during the PM Peak Hour. All other commenting agencies approved the project with standard conditions.

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 and all required elements of a planned residential development. All required setbacks have been met and required parking provided on site. Two amenities have also been included per the requirements of planned residential developments of this size. These include...
a 1,750 square foot clubhouse with fitness center, community gathering space, and outdoor bbq area, as well as an enhanced 10’ wide, publicly accessible pathway running north-south along the western portion of the site that will connect to other future pathways to the north, helping to establish a greenbelt-like connection between State St and the Boise Foothills.

iv. **The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity:**

The proposed project integrates well with the surrounding neighborhood. The multi-family townhomes are designed to be two-story and include covered front entries and siding and materials reflective of many of the newer homes constructed in the surrounding area. In addition, all perimeter setbacks have been met and increased setbacks have been provided to the existing neighborhood to the north, east, and west of the project.

v. **The proposed use is in compliance with the Comprehensive Plan.**

The proposed project is consistent with several principles in Blueprint Boise that encourage new housing that compliments the surrounding neighborhood and does not require the costly extension of infrastructure (*Principles NAC3.1(a) and CC1.1*). The area surrounding the subject property is comprised of single-family homes on various sized lots to the north, east, and west; directly south is the State St corridor and a mix of commercial and residential uses. Approximately 1 mile to the east is a Community Activity Center located at the intersection of State St and Glenwood Ave. All necessary utilities and infrastructure are readily available to the site. **Principle NAC3.2 supports residential infill and redevelopment in areas identified as suitable for change within the “Areas of Stability and Change” maps. This area of the Northwest Planning Area has been identified as anticipated for “Significant New Development/Redevelopment.”** The project also aligns with the larger goal of transforming State Street into a transit-oriented corridor with distinct development nodes, as envisioned by Principles ES1.4 and NWCC1.2 (a) and the State Street Transit and Traffic Operational Plan.

vi. **A multi-family building (any building containing more than two residential units) is designed to comply with the Citywide Design Standards and Guidelines.**

The project complies with many of the Citywide Design Standards and Guidelines as submitted. Parking will be located internal to the site with appropriate screening of service drives. Townhomes will be oriented toward streets and service drives with clearly defined paths and entryways. Furthermore, this project is subject to Design Review, which will ensure the structures themselves include modulation in façade and rooflines to reduce their perceived mass, as well as appropriate materials, openings and covered entries, consistent with the residential setting.
9. Recommended Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received November 26, 2019, except as expressly modified by Design Review and the following conditions:

2. Planned Unit Development
   a. Service drives shall be extended to the north and east as depicted in Figure 4 of the project report; cross access shall also be granted to these adjacent parcels.

Agency Requirements

3. Comply with the requirements of the Idaho Transportation Department (ITD) per the memo dated February 3, 2020.

4. Comply with requirements of the Ada County Highway District (ACHD) per the memo dated December 10, 2019.

5. Comply with the requirements of the Boise Fire Department per the memo dated January 31, 2020.

6. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW):
   a. Drainage per the memo dated December 9, 2019.
   b. Solid Waste per the memo dated November 29, 2019.
   c. Street Lights per the memo dated December 2, 2019.

   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.

7. Comply with the requirements of the Boise Valley Irrigation Ditch Co, per comments dated December 13, 2019.

8. Comply with requirements of Central District Health Department.

9. Comply with the requirements of the Boise School District.
Standard Conditions of Approval

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

11. Vision Triangles, as defined in Boise City Code, shall remain clear of sight obstructions.

12. 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.

13. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

14. In compliance with 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.

15. 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.

16. 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.

17. 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.

18. 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.
19. 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.

20. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

21. This approval 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.

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

23. 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. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
December 10, 2019

To: Kelly Kitchens
   10903 Chicken Dinner Road
   Caldwell, ID 83607

Subject: BOI19-0388 / CAR19-00028; PUD19-00039
   9000 W. State Street
   State Street 60 – townhouses

The Ada County Highway District (ACHD) has reviewed the submitted application for the application referenced above and has determined that there are no improvements required to the adjacent streets.

The applicant shall be required to:

1. Pay a traffic impact fee. A traffic impact fee may be assessed by ACHD and will be due prior to the issuance of a building permit by the lead agency. This is a separate review process and it is the applicant’s responsibility to submit plans directly to ACHD.

2. Comply with all ACHD Policies and ACHD Standard Conditions of Approval for any improvements or work in the right-of-way.

3. Obtain a permit for any work in the right-of-way prior to the construction, repair, or installation of any roadway improvements (curb, gutter, sidewalk, pavement widening, driveways, culverts, etc.).
Traffic Information

This development is estimated to generate 439 additional vehicle trips per day; and 34 additional vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Condition of Area Roadways:
*Traffic Count is based on Vehicles per hour (VPH)*

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Highway 44</strong> State Street</td>
<td>423-feet</td>
<td>Principal Arterial</td>
<td>1,619</td>
<td>N/A</td>
</tr>
<tr>
<td>Arney Lane</td>
<td>None</td>
<td>Local</td>
<td>N/A</td>
<td>55</td>
</tr>
</tbody>
</table>

** ACHD does not set level of service thresholds for State Highways.

Average Daily Traffic Count (VDT):
*Average daily traffic counts are based on ACHD’s most current traffic counts*

- The average daily traffic count for State Street west of Bogart lane was 38,951 in October 2, 2019.
- The average daily traffic count for Arney Lane south of State Street was 1,291 in September 20, 2017.

If you have any questions, please feel free to contact me at (208) 387-6335.

Sincerely,

Austin Miller  
Planner II  
Development Services

cc: City of Boise, via e-mail  
South Beck & Baird (Jay Gibbons), via e-mail
Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant’s engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District’s Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District’s Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant’s authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.
Boise Valley Irrigation Ditch Co.
8850 Horseshoe Bend Rd.
Boise, ID 83714
(208)853-5288 office
(208)939-2894 fax
bvidc1@gmail.com

December 13, 2019

Planning and Development Services
City of Boise
150 N. Capitol Blvd.
Boise, ID 83702

Re: PUD19-00039 9000 W. State St., Boise, ID

We received notice of application for development of the above property. We want to let you know that this property has 4.0 shares of irrigation water with Boise Valley Irrigation Ditch Co. The plans for the use of the irrigation water in the development will need to be reviewed and approved by our board prior to any work starting.

Also, for any work that will be done within the easement of the canal and lateral that run along the South and West side of the property will need to be approved by our board prior to work starting and may require a license agreement.

If you have any questions please let me know.

Thank you,

Megan Aubrey
Office Manager
Boise Valley Irrigation Ditch Co.
The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of Communities in Motion 2040 2.0 (CIM 204) the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

**Recommendations**

This proposal for higher-density development along State Street supports the Communities in Motion 2040 2.0 Vision for land use along future transit routes. Typically, at least 7 dwelling units per acre (DU/acre) are needed support public transportation; this proposal exceeds 13 DU/acre. The site is not currently served by public transportation. Routes 9 and 12 can be accessed approximately one mile to the east, near the intersection of St Street and Glenwood Street. These routes provide service to downtown Boise and the Boise Towne Square Mall, respectively. COMPASS is working with a multi-jurisdiction working group to evaluate future plans for the State Street/Highway 44 corridor, including Bus Rapid Transit (BRT) with a dedicate lane east of Eagle Road to downtown Boise. More information about State Street plans are at: https://www.buildabetterstatestreet.org/documents. Please coordinate with Valley Regional Transit on design or amenities that would accommodate future service. Public schools and public parks are within one mile of the proposal, however, there are insufficient bicycle and pedestrian infrastructure to provide safe access to these locations.

More information about COMPASS and Communities in Motion 2040 2.0:
Web: [www.compassidaho.org](http://www.compassidaho.org)
Email info@compassidaho.org
February 3, 2020

City of Boise Planning and Development Services
P.O. Box 500
Boise, ID 83701-0500

VIA EMAIL

<table>
<thead>
<tr>
<th>Development Application</th>
<th>PUD19-00039</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>9000 WEST STATE STREET</td>
</tr>
<tr>
<td>Project Location</td>
<td>9000 West State Street, north of SH-44 milepost 20.66</td>
</tr>
<tr>
<td>Project Description</td>
<td>Construction of 60 unit multi-family townhouse apartment complex with clubhouse.</td>
</tr>
<tr>
<td>Applicant</td>
<td>Kelly Kitchens</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the referenced planned unit development application and has the following comments:

1. This project abuts the State Highway system.

2. The proposed site plan indicates a direct approach to the State Highway system. SH-44 (State Street) is classified as a Statewide Corridor under the Idaho Administrative Procedure Act (IDAPA). The required minimum spacing between approaches on Statewide urban routes at 55 MPH is 500 feet for full access.
   i. In order to consider a full access approach for this development, the residential approach approximately 250 feet east of the proposed approach must be relocated to meet the spacing requirement. A right turn lane warrant has been provided that demonstrates a right turn lane is not warranted if the approach is full access.
   ii. If the residential approach to the east is not relocated then the applicant will be required to submit a right turn lane warrant for their development with a restricted right in, right out approach. The applicant will be responsible for constructing a median that will limit their approach to right in, right out. Should the warrant identify the need for a right turn lane, applicant will need to design and construct the needed mitigation to ITD standards.

3. The proposed approach has not been properly documented with an ITD permit. Applicant will need to submit an ITD Right-of-Way Encroachment Application and Permit – Approaches or Public Streets in order to have it properly documented. This application can be found on the ITD website at www.itd.idaho.gov by selecting “click for more topics” in the purple Business box, then selecting “Form Finder” from the drop down menu, and finally scrolling down to form number 2109 and clicking on the blue number. For assistance please contact Ken Couch at (208) 332-7190 or Ken.Couch@itd.idaho.gov.
Connection to or modification of an existing access to the State Highway system will require a permit from ITD. Once permitted, should the use of the parcel change causing any increase in trip generation, or the parcel be split, property owner will need to re-apply for access at that time.

4. The City has expressed an interest in cross access from this parcel to the eastern and northern parcels. ITD does not oppose the cross access, but requests a barrier be put in place at the end of the constructed stub roads to prevent connection without further analysis. Connection to this approach may add more trips to the approach and require analysis to determine if mitigation is needed.

5. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

6. The Idaho Administrative Procedures Act (IDAPA) 39.03.60 governs advertising along the State Highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.

7. ITD has access and traffic concerns as noted in items 2, 3, and 4.

8. Provided the appropriate ITD permit is obtained and future connections are required to submit trip generation numbers, ITD does not object to the proposed application.

If you have any questions, you may contact me at (208) 334-8338 or Erika Bowen (208) 265-4312 ext 7.

Sincerely,

Sarah Arjona
Development Services Coordinator
Sarah.Arjona@itd.idaho.gov
City of Boise Solid Waste staff has reviewed the application for this project and has the following comment(s):

The site plan must be designed so the backing movements of the collection vehicle do not exceed 70’ in length, measured from the front of the enclosure to the edge of an intersecting drive aisle or paved area where the vehicle can turn around.

All backing of the collection vehicles must be in a straight line; vehicles cannot perform turning maneuvers while backing.

The link below provides information regarding trash enclosure design and location requirements:

https://www.cityofboise.org/media/7186/commercialenclosurerequirements.pdf

Please contact me with any questions at 208-608-7555 or rwalkins@cityofboise.org.
Street lights are required. Contact Public Works for required facilities and location prior to submission of a building permit. (Final approved plans must accompany submitted building plans at time of permitting.)

As per Idaho Power requirements the lights along the following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement. They shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Streetlight Approved Fixtures and Materials for a list of approved meter service cabinets.

1. State St

New Street Light installations shall conform to the current version of the Boise Standard Revisions, Idaho Standards for Public Works Construction (ISPWC) using approved LED fixtures listed in Streetlight Approved Fixtures and Materials.
Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.
January 31, 2020

Leon Letson
PDS – Current Planning

Re: PUD19-00039

Dear Leon,

This is a request for a Planned Unit Development with 60 multi-family units on 4.3 acres.

The Boise Fire Department has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the International Fire Code (IFC) as adopted and amended by Boise City Code.

Comments:
1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).
2. Dead-end fire apparatus access roads exceeding 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5)
3. Fire apparatus access roads shall extend to within 150 feet of all portions of the exterior walls of the first story of a building measured by an approved route around the exterior of the building or facility. (IFC 503.1.1)
4. Monument signage for addressing will be required at the entrance and at all intersections within the project. (IFC 505.1)
5. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (BCC 5-12-29, IFC 503.2.4)

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and Boise City Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,
**To:** Planning and Development Services  
**From:** Jason Taylor, P.E., Assistant City Engineer  
Public Works  
**Subject:** PUD19-00039; Drainage/Stormwater Comments  

---

**DR01**  
A drainage plan must be submitted and approved by Public Works prior to issuance of a building permit.

**DR08**  
A Homeowners Association shall be created to be responsible for the ongoing operation and maintenance of the drainage facilities.

**DRHGW**  
High groundwater at this site may preclude use of a subsurface stormwater system.

---

If you have any further questions, contact Brian Murphy at 208-608-7148 or bmurphy@cityofboise.org.
Dear Jay Gibbons,

Our neighborhood is curious as to the progress of your development plans as discussed at the neighborhood meeting onsite Sept 19, 2019. As you will recall, we were pleasantly surprised at your willingness to consider elements very important to our neighborhood, some of which you had already identified as also being very important to any development you would be associated with.

These critical elements were:

1. Redesigning the western edge of the development to obtain greater setbacks between any building from Boise Valley Irrigation Lateral #34, as well as dedication of a new easement for eventual pedestrian travel to connect to the Hill Road area to the north. You were enthusiastic both about providing the space for both human and wildlife connectivity, as well as understanding that the setback would reduce the impact of adjacent taller buildings on the single story neighborhood to the west. Your willingness to accommodate this important vision of pedestrian and wildlife connectivity for our neighborhood helped form the basis for collaboration on your project.

2. You emphasized flexibility in designing the project overall so that it would have less impact and greater setbacks especially to the agricultural parcels to the north.

3. You were very supportive and encouraging of the need for native pollinator plantings, especially as a buffer on the new trail, and the northern perimeter / fenceline. We discussed in length your involvement in what our neighborhood considers an outstanding natural landscaping on the western flank of the Idaho State Veterans Cemetery and Memorial nearby, and how important it was to carry this practice into urban developments.

4. You were already in the process of investigating the possibility of keeping the silo on the property. We greatly appreciated this, as it is the last silo in our neighborhood, and a local landmark.

5. You thought it unlikely that the farmhouse could remain. I personally was (and am) disappointed, having childhood friends that lived there in the 1970s, and remember it as a great example of farmhouse architecture. In that context we discussed how neighborhood children used to walk the irrigation lateral #34.

6. You thought you could keep the Boise Valley Canal to the south along State Street open, and perhaps incorporate it as an amenity, but that this would depend on ITD and the configuration of access onto State Street.

7. The biggest problem we identified with your plans was the access onto State Street. A neighbor in Garden City with access onto State from Arney St has been expressing the danger she navigates on a daily basis, before your proposal, having been in several rear-end accidents there. Another access directly across from Arney will create further chaos and competition on the middle turn lane. There didn't seem to be a simple solution to the access problem. The Bogart Lane and State Street Intersection, as we discussed, is already over the V/C threshold at peak hour.

We trust that you forwarded our thoughts, hopes, and concerns to the City and others involved. We’ve cc’d Leon Letson to keep him in the loop.

Best,
Richard Llewellyn
North West Neighborhood Association, President
(208) 419-7527
Mr. Letson,
I have concerns with the proposed project located at 9000 W. State Street. The project should include much more green / open space and should also be scaled back since the infrastructure to support the size of the project, as proposed, is inadequate. I am opposed to a rezone of the land at this location and would like my note included in the record so it can be reviewed by the PZ Commission in advance of their meeting on February 10, 2020.

Thanks for your work,
Robyn Lockett
208-830-3418
Planning and Zoning Commission
City of Boise
150 N. Capitol Blvd.
Boise, ID 83702

RE: CAR19-00021 & CPA19-00001

Dear Planning and Zoning Commission:

I am writing in opposition to Boise State University’s proposal to purchase land for projects CAR19-00021 and CPA19-00001. Boise State University’s growth continues to impact the areas surrounding the university’s campus. These areas are already subjected to congested street parking, students jaywalking, increased traffic during rush hours and sporting events. Boise State’s purchase of more land means even more construction and congestion surrounding the university. If the commission allows their projects to continue, there is nothing stopping growth which encroaches residential neighborhoods. Those neighborhoods are now crowded with student vehicles, and the issue would be exacerbated with approval of proposed expansion. The infrastructure was not built to handle the volume of traffic and creates jams that neighborhood residents must deal with. Please do not approve their projects.

Sincerely,

Hayley Noble
45 Mesa Vista Dr.
Boise, ID 83705
(775) 304-3071
hayleynoble09@gmail.com
I have concerns with the proposed project located at 9000 W. State Street. The project should include much more green / open space and should also be scaled back since the infrastructure to support the size of the project, as proposed, is inadequate. I am opposed to a rezone of the land at this location and would like my note included in the record so it can be reviewed by the PZ Commission in advance of their meeting on February 10, 2020.
MEMO

TO: Planning and Zoning Commission
FROM: Leon Letson, Senior Planner
CC: Celine Acord, Current Planning Manager
DATE: 2/10/2020
RE: CAR19-00028 & PUD19-00039

PROJECT DESCRIPTION
Rezone of ±4.3 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) and a conditional use permit for a planned residential development comprised of 60 multi-family units.

SUMMARY
Following the publication of the project report for this item, the Planning Team received additional comments from the North West Neighborhood Association and residents in the surrounding area.

ATTACHMENTS
- Comments received from NWNA dated February 6, 2020
- Comments received from Dennis Dunn dated February 6, 2020
- Comments from Curtis Spevak dated February 6, 2020
- Comments from Virilyn Brasuell dated February 6, 2020
February 6, 2020

RE: PUD19-00039, Proposed Multifamily Development at 9000 W. State St.

Dear Leon Letson and Members of the Planning and Zoning Commission:

While the NWNA has accepted that higher densities are more appropriate adjacent to State Street in order to support Transit Oriented Development (TOD) in a manner that complements our existing land use and neighborhoods while building a new walkable and liveable streetscape on Hwy 44, we have serious concerns with this requested PUD and Rezone as it relates to current infrastructure for the following reasons:

A. There are some qualities of the design of this project that we support, but it does not live up to the potential discussed at the Neighborhood / Developer meeting. In general, this level of intensity cannot be considered compatible with the large lots with single family homes and pastures immediately to the north, therefore every effort must be made to increase compatibility, both in site layout, significant open space, and by using natural materials and landscaping to enhance the small scale farm aesthetic that is so important to our area.

   a. We appreciate the use of building materials such as wood and stucco that will complement the natural environment, and generally find the exterior of the buildings satisfactory, at least by looking at the elevations provided, though we are aware those may radically change as they did at the nearby Colson Place.

   b. In general, the alignment of the units on the western border will lessen the impact on the existing homes to the west in a positive manner. However, the north central 12 unit structure, and especially the northeastern 16 unit structure, will create an imposing wall of housing to the adjacent properties. We would be interested in a plan that would soften this imposition.

   c. Using three stories for the units near State Street could allow more open space and/or a better transition to adjacent properties, and act to shield internal space from Hwy 44 traffic, without imposing on the large agricultural properties to the north.

   d. In general, we disagree with Planning Staff’s assessment that large two story blocks of housing and an R-2D rezone are compatible with the large
lot residences featuring pastures and single family homes to the north, and thus find this plan does not comply with the requirement for a Rezone or PUD. However, we are attempting to find ways in which TOD on parcels adjacent to State Street can work with our neighborhood vision.

i. Due to the covenant protected, multi-acre lots with pastures to the north, this property requires a more careful design in order to be compatible with the neighborhood in the long term. This covenant protection, established for more than 40 years, requires unanimous consent of the entire HOA in order to subdivide a single property (see attached). This well-established agreement makes clear that basing planning decisions here on the designation of Area of Change is inappropriate and arbitrary.

e. We appreciate the public pathways on the western and northern perimeter of the project. However, the pathway on the western border is not in keeping with our vision of a corridor that not only supports pedestrian traffic, but remains an aesthetic, permeable connection for wildlife such as songbirds, pollinators, and aquatic animals. As such, the pathway is too narrow, relies on burying the waterway, and is hemmed in from the project by a solid vinyl fence. This is not in keeping with the vision, or the potential, for this natural corridor that runs beyond Hill Road Parkway to the north and has long served as a natural pathway for small animals, and traditionally, for residents. As such, the pathway should not be paved but of a permeable, durable material capable of supporting wheeled access. In recent communication the developer representative has indicated a willingness to consider a different fencing option. We appreciate this, but believe that the entire project would be enhanced, and compatibility to existing large lots to the north more feasible, if this last waterway is treated as an amenity and truly incorporated into the design in an open manner.

i. Lateral #34 is designated through redeveloping parcels as a connection that fulfills this Northwest Planning policy:

1. **NW-C 1.1: NORTH/SOUTH TRAIL CONNECTION** Link the Foothills with the Boise River by creating a north/south pedestrian/bike path in the Northwest between Bogart Lane and Highway 55.

f. We are strongly opposed to burying Irrigation Lateral #34, as we have worked hard to set a precedent that this lateral, the most important lateral
still above ground in our entire neighborhood, remain in the daylight as much as possible. We are fully aware of Boise Valley Irrigation Company’s policies and the required maintenance of the lateral, as our neighborhood has maintained it for more than 100 years. The larger canal abutting Hwy 44 will likely be buried when the highway is widened, making this lateral more important for our neighborhood character. This will support the State Street Corridor (2008) Policy 3.3.2:

i. **Objective – Incorporate natural water features such as the Boise River and the canal system in design and orientation**

   The canal system, particularly north of State Street is another natural amenity and attractor for node development. Canals should be day-lighted and nodes designed to integrate spring/summer irrigation flow and non-flow periods. Walking paths and trails should be preserved adjacent to canals. Utilizing the canal system would require support from property owners, individual canal companies and the Boise Project Board of Control. Parks and Recreation Departments, federal and state agencies and neighborhoods will be involved in all riverside, waterway and wetland development discussions and planning.

ii. Regarding interaction with Boise Valley Irrigation Co, we note that Boise is now actively participating in both annual shareholder elections (Boise has increased its shares to 107), and, with Parks and Recreation employees, helping maintain the open laterals with neighborhood volunteers. We hope that the City of Boise will use their influence to keep Irrigation Lateral #34 above ground as one of the remaining connections to our agricultural heritage in our neighborhood. Boise has supported the expensive ‘daylighting’ of Cottonwood Creek, and CCDC has plans to daylight the Boise Canal. Our area, with its recent but highly threatened agricultural culture, should be afforded the opportunity to retain some of our flowing water above ground. We have done so for more than a century and a half, and are capable, with some will and work, to continue doing so. Daylighting our NW waterways 50 years from now to make up for the lack of foresight today will be expensive and difficult.
g. We strongly encourage intensive planting of pollinator and bird friendly habitat along the entire perimeter and within the development as much as possible.

B. The necessary infrastructure for both traffic and pedestrian safety, and for high quality Transit Oriented Design (TOD) are not in place, and not likely to be in place in the near future.

a. The exit/entrance onto Hwy 44 will create additional confusion on a high speed corridor already well known for its dangers. In general, traffic accelerates beyond the posted speed limit of 50 mph when travelling west from the Glenwood Intersection area. We have heard concerns from residents south of Hwy 44 who already feel unsafe using Arney Lane due to involvement in traffic accidents. Arney Lane is aligned with the proposed entrance to the project, and as such may directly compete with the middle turn lane if the project entrance does not entirely enforce right in / right out turns. If these are enforced, then most morning commuters will be forced to turn westward on Hwy 44, and drive toward the non-signalled Duncan Lane intersection 240 meters to the east. Morning commuters at Duncan will be making a left turn across this path, likely into the middle turn lane. The commuters leaving the project, now heading opposite their desired direction will either a) make a right turn onto Duncan to find a turn around location within the neighborhood, and proceed back out Duncan to make a left turn on Hwy 44; b) make a left turn using the middle turn lane into one of the businesses on the south side of Hwy 44 and then make a right turn onto State Street; c) proceed 9/10 of a mile to the next light at Horseshoe Bend Rd and turn around, most likely taking advantage of the intersection for the left turn. All but the last of these options are exceedingly unsafe under current conditions in this corridor, and will increase the chaos now characterizing traffic here. The last, safer option requires driving at least an additional 1.8 miles and passing through the signalized intersection twice, **likely adding 7 minutes to the commute**. We fear that many new residents would choose the more dangerous routes in order to save this time. These problems exist due to failure to meet the following policy:

i. **NW-C 1.3: PEDESTRIAN/ VEHICULAR CONNECTIONS** Ensure new commercial and residential developments provide connections
to adjacent properties to promote movement between neighborhoods.

b. The 1.8 miles along Hwy 44 from Saxton Drive to Horseshoe Bend Rd currently has only one signalized intersection (Bogart Lane) with inadequate infrastructure to support Transit Oriented Development in a safe manner, and in manner that maintains the current standard of livability throughout our NW neighborhood.

i. Duncan Lane is planned for eventual realignment and signalization, but this is currently unfunded and may well be decades from completion. The Bogart Lane/Hwy 44 intersection is considered temporary due to its lack of right angle alignment to Hwy 44, and we are not aware of a plan for realignment or improvement. A complicating factor is the presence of Boise Valley Irrigation Canal that constrains the addition of turn lanes to the intersection.

ii. The last traffic impact studies in the area that we are aware of were used by the Prominence and Quarry Village proposals, which were primarily from 2016 with intersection supplements from 2018. Since 2016, 56 units have been added to ‘The Retreat at Silver Cloud’, 28 units at Colson Place on Bogart Lane, the permitting and partial completion of 155 units at Roe Street Townhomes, and the 29 units currently being constructed at the ‘EagleHawk’ development on Bogart Lane. The Prominence proposal, which is currently under Judicial Review, has been approved by Boise for 253 units, 96 of which are multifamily which were assessed by the Traffic Impact Study as ‘senior multifamily’, which reduced the peak hour counts by approximately half; however, these multifamily units no longer have that restriction. Finally, the new Limelight proposal, which will soon go before Planning and Zoning, will request 86 units. Approximately 550 of these units were not constructed during the 2018 intersection counts. The Colson Place, Limelight, and EagleHawk, did or will not require a Traffic Impact Study because they are under the 100 unit threshold currently used by ACHD. Unlike the others, this project will not currently directly impact the Bogart Lane/Hwy 44 intersection, but if a connection is made through the properties to the east, then the limited capacity of this intersection will be further stressed. In short, we expect AM gridlock on Bogart at the Colson Place exit, and the Limelight and
Pocono intersections, which currently serves 419 recently constructed and approved units, ignoring the potential contributions from Prominence and Limelight. We note that ITD required further analysis if such connections were made from the current project to Bogart Lane. If such a connection is made, there may be difficulty meeting the following policy:

1. **NW-C 3.2: STATE STREET ACCESS** Limit direct lot access for new development without encouraging increased traffic on side streets.

c. The cumulative effect on the Bogart Lane intersection will focus eastbound traffic toward the city core north to Hill Road or through residential neighborhoods to Gillis and then Gary Lane. This works against the goals of TOD.

d. School children will need to be bussed or driven to school due to the lack of safe walking infrastructure (detached sidewalks, street lighting) on Bogart and along Hwy 44, incurring the dangers of entering or exiting the development by vehicle. Shadow Hills Elementary on Bogart is near or at a capacity that will require bussing in the near future. This lack of infrastructure shifts the cost of accommodating this proposed project onto the backs of the taxpayers (the cost of bussing).

i. Although Boise School District may respond that a PUD has met all of their requirements, they have no specific requirements for PUDs, and thus it is the responsibility of Planning Staff to ensure the needs of school children are met. Boise School District responded to a recent Public Records Request regarding specific requirements in this manner (see attached):

1. “*The Boise School District does not have a specific list of compliance requirements or criteria established for planned developments. The only requirement is that the District is notified of a planned development and given the opportunity to review and provide comments. Planned developments are added to a monitoring list of growth areas with potential enrollment effects. As part of the response to Boise City Planning and Development Services, the District may recommend that the developer include any needed school district accommodations. These*
recommendations vary by development, but may include items such as additional sidewalk, pathway connections, or turning radius improvements for school bus access.”

e. Long term plans call for the eventual widening of Hwy 44 with the addition of an HOV lane that would make a bus stop feasible in the area. However, no clear timeline exists for this unfunded improvement, but we expect it to be well after the widening of State Street out to Glenwood.

i. The proposed project should be explicitly designed to work with the eventual widening of Hwy 44. Additional setbacks from the highway may be needed. In addition, there should be an adequate width to accommodate a bike and pedestrian friendly path with a tree-lined berm separating it from the hostile highway environment. As stated in our near-complete neighborhood plan, we support high quality TOD that would make Hwy 44/State Street not only a safe, but also enjoyable, route to walk or ride to a transit stop. We do not support additional density along the State Street Corridor without detailed reference and planning for this pedestrian friendly streetscape.

ii. While this property is adjacent to State Street/Hwy 44, it is midway between the Activity Centers to be located at the Transit Stations at Glenwood/State and Horseshoe Bend Rd/Hwy 44, and therefore of lower priority for higher densities. The two policies below are in Blueprint Boise/Comprehensive Plan to directly support Communities in Motion 2040, which is adopted into the Comprehensive Plan.

This proposed development is not consistent with these policies contained in the Comprehensive Plan, as required by the first of three general criteria in the Boise Development Code (B.C. §11-03-03(7)(C). This land parcel is more than a mile from this designated activity center and Primary TOD Station, as documented by the comments received from COMPASS, in response to the Planning Division Transmittal request. COMPASS used the review tool they created for local governments to evaluate whether land developments are consistent with the goals of the long-range transportation plan Communities in Motion 2040 (2.0).
1. **NW-CCN 1.1: ACTIVITY CENTERS** Encourage mixed-use transit supportive densities in and around the intersections of activity centers located at: Glenwood and State Street

2. **NW-CCN 1.2: STATE STREET CORRIDOR**

   a. Designate areas along State Street as Transit-Oriented Development nodes consistent with the regional Long-Range Transportation Plan and the State Street Corridor Study.

   b. Encourage pedestrian-oriented mixed use development along State Street where sufficient infrastructure exists or is planned.

   iii. Currently, walking along Hwy 44 is highly unpleasant, and it is rare to see anyone doing so. Cycling is highly dangerous. The nearest bus stop is near Glenwood at Saxton Dr. As such, new development in this area will not benefit from TOD. We as a neighborhood must insist that infrastructure is built before development occurs, rather than at an unspecified future date that may never materialize.

   1. The COMPASS review specifically comments that this area has insufficient bicycle and pedestrian infrastructure to provide safe access to the schools and park.

   2. The COMPASS review shows the nearest bus stop at one mile away, which is outside of the half-mile walking range which has been shown to be necessary in order to support the success of transit ridership.

Overall we cannot support the project at this juncture because the needed infrastructure, especially regarding Transit Oriented Development and traffic and pedestrian safety, is not in place, and we believe it would be irresponsible to do so, despite several aspects that have the potential of making this a desirable project. A rezone to R-2D from R-1A to support 60 units is a dramatic change that will impact the covenant protected large, multi-acre lots that have long invested in single family homes with pastures immediately adjacent to the north. Significant work is needed to assert reasonable compatibility, and at this point the design does not yet reach that threshold, due in part to reasons we have pointed out in these comments.
Currently it does not meet the requirements for a PUD or Rezone: specifically it fails Boise’s Approval Criteria for a Rezone (11-03-04.03(C7))  iii. Maintains and preserves compatibility of surrounding zoning and development, and for a Planned Unit Development (11-03-04(C)7), both i. The location is compatible to other uses in the general neighborhood; and ii. The proposed use will not place an undue burden on transportation and other public facilities in the vicinity.

We hope that Boise, ACHD, ITD, and our neighborhood can work together solving these very real problems in this area along the State Street Corridor, and in doing so support a better, more integrated development pattern.

Sincerely,

NWNA Board of Directors

Contact:

Richard Llewellyn, President

(208) 419-7527; llewelr@gmail.com
Boise School District  
Public Affairs Office  
8169 W. Victory Rd.  
Boise, Idaho 83709  
Office: 1-208-854-4064   Fax: 1-208-854-4004  
Website: www.boiseschools.org

PUBLIC RECORDS REQUEST
Idaho Public Records Act – Idaho Code §§ 74-101 to 74-126 allows three (3) working days to fill this request.

Name: Richard Llewellyn               Date of Request: 1/23/2020
Address: 9170 Hill Rd
Phone: 208-919-7527   E-mail: NWNeighborhoodAssociation@gmail.com   Fax: —
Format (if available) for requested information:  Paper   Acrobat (pdf)   Please send to email  CD   Excel File   Word

DESCRIPTION OF INFORMATION REQUESTED
Please see attached request

SIGNATURE OF REQUESTOR

RESULTS/FINDINGS (office use only)

Documents:  Copied_____  Faxed_____  E-mailed_____  # of pages_____  Cost of copies_____
Time required to complete request_______  Date Finished_______  Staff Providing Information_______
Public Records Request

January 23, 2020

Boise School District – Public Affairs Office
8169 W. Victory Road
Boise, ID 83709

On behalf of the residents of the North West Neighborhood Association, I wish to request the following information related to the response letters you provide to Boise City Planning & Development Services regarding residential development projects (example letter attached):

1. The specific list of “all requirements of the Boise School District” referred to in these letters.

2. The specifics on how the developer has made arrangements to comply with these requirements, as stated in these letters.

3. The details regarding the criteria and methodology used to come to the conclusion of “None” regarding the traffic impact and Safe Routes to School impact, when this is stated in these letters.

Please send your response to the neighborhood email address listed below.

Thank you for your time.

Richard Llewellyn, President, North West Neighborhood Association
nwneighborhoodassociation@gmail.com
DATE: May 1, 2018

TO: PDSTransmittals@cityofboise.org

FROM: Lanette Daw, Supervisor Traffic Safety and Transportation

RE: SUB18-12 & PUD18-6 – Prominence Subdivision

At the present time, the Developer and/or Owner have made arrangements to comply with all requirements of the Boise School District.

The schools currently assigned to the proposed project area are:

- Elementary School: Shadow Hills
- Junior High School: Riverglen
- High School: Capital

Comments Regarding Traffic Impact: None

Comments Regarding Safe Routes to School Impact: A pedestrian actuated crossing light to cross HI Road Parkway near Sunstone would be beneficial for the Boise School District. This would allow safe crossing area for students to walk to Shadow Hills Elementary and Riverglen Junior High.

If you have any further questions, please feel free to contact this office.
From: North West Neighborhood Association <nwneighborhoodassociation@gmail.com>
Sent: Friday, January 31, 2020 2:43 PM
To: erika S.B. <potatopancake@hotmail.com>
Subject: Fwd: Response to Public Records Request

---------- Forwarded message ----------
From: Dan Hollar <dan.hollar@boiseschools.org>
Date: Fri, Jan 31, 2020, 3:31 PM
Subject: Response to Public Records Request
To: <nwneighborhoodassociation@gmail.com>
Cc: Dan Skinner <DanSkinner@cssklaw.com>

Mr. Llewellyn,

This email is in response to your Public Records Request. The attorney for the Boise School District has reviewed your public records request (attached to this email).

The Boise School District does not have a specific list of compliance requirements or criteria established for planned developments. The only requirement is that the District is notified of a planned development and given the opportunity to review and provide comments.

Planned developments are added to a monitoring list of growth areas with potential enrollment effects. As part of the response to Boise City Planning and Development Services, the District may recommend that the developer include any needed school district accommodations. These recommendations vary by development, but may include items such as additional sidewalk, pathway connections, or turning radius improvements for school bus access.

Specific to the May 1, 2018, letter, the District reported “none” as a response that the District has no comments regarding traffic impact. Other entities respond to roadway impacts and infrastructure needs due to increased traffic.

You have the right to appeal any denial of disclosure of public records to the District Court of the county where the records are located. You have 180 days from the date of the mailing of the denial notice to file your appeal with the District Court.
Sincerely,

Dan Hollar
Public Affairs Administrator, Boise School District
208.854.4064 | dan.hollar@boiseschools.org
www.boiseschools.org
8169 W. Victory Rd., Boise, Idaho 83709

boiseschools.org/everythingspossible
ARTICLE 1: DEFINITIONS

The following terms shall have the following meanings:

1.1 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Subject Property, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

1.2 "Subject Property" shall mean and refer to the real property constituting Westby Subdivision according to the official recorded plat thereof.

1.3 "Lots" shall mean and refer to all lots within and shown upon the official recorded plat of Westby Subdivision.

1.4 "Declarant" shall mean and refer to Arthur S. Cudmore and Berklee B. Cudmore and, husband and wife.

1.5 "Non-conforming Building" includes any building legally existing and/or used as of the recording date of this Declaration which does not conform with the Building and Use Restrictions set forth in Article 2 of this Declaration.

1.6 "Building" includes any Dwelling Unit, house, garage or any other partially or fully enclosed building, shed or other structure, consisting of one or more walls or roof.

1.7 "Declaration" shall mean this Declaration.

1.8 "Dwelling Unit" shall mean that portion or part of any structure intended to be occupied as a single family residence, together with the vehicular parking garage next to such Dwelling Unit.

ARTICLE 2: USE AND BUILDING RESTRICTIONS

The following restrictions shall be applicable to the Subject Property and shall be for the benefit of and limitation upon all present and future Owners of Lots, or any interest therein.

2.1 SINGLE FAMILY RESIDENTIAL ONLY. Each Lot shall be used only for single family residential purposes. No business or other commercial activities shall be conducted on any Lot. No Lot may be further subdivided without the unanimous approval of all Lot Owners.

2.2 BUILDING RESTRICTIONS. No Building shall be erected upon any Lot which shall exceed two (2) stories in height, and no
Hello Leon:

I am writing to express my concern regarding the above referenced PUD application. My concern is simply for public safety. Allowing a development of this nature with access and exit points only along State Street, I believe increased the risk for all parties using State Street.

I am not an engineer, however, some other way to enter and exit the property is essential. Otherwise we are knowingly creating a dangerous situation.

Thank you,

Dennis Dunn, resident, North West Neighborhood Association

"The real voyage of discovery consists not in seeking new landscapes, but in having new eyes." — Marcel Proust

Dennis Dunn
Consultant, Coach, Counselor LLC
8940 North Duncan Lane
Boise, Idaho 83714
Cell 208-949-1919  Home 208-322-0145
2-4-2020

To whom it may concern,

I am writing this in opposition to the permit for CAR19-00028 and PUD19-00028. I currently reside at 6555 N Bogart LN which is adjacent to this possible development. There have been many apartment developments around this area making the area less desirable to live in from the increased traffic and look of the skyline because of the sheer size and look of these large apartment buildings.

Take a brief moment to imagine a 2-3 story apartment built right next to your five acre property that takes away almost all of your privacy at your personal property and destroys your view of any and all sunsets you have enjoyed. The eye sore and lack of privacy should be taken in to account for my families rights to live and enjoy our property.

I assume the outlet for the apartment complex will be on to State street which will further congest the traffic of the area as well. As far as I know, the county highway district would not allow more outlet in this area on to State street, so I am curious how people will go in and out of this monstrosity as well. 60 units on 4.5 acres? What are you people thinking? This is all about the bottom dollar for the developer and they don’t care if this turns in to a low income apartment complex that leads to an increase in crime after they get old and out dated.

I am sure the developer doesn’t live near this and it has no effect on his or her personal life. I ensure you, if they lived on my property they would not be building this mess next to them. I am fully opposed to this development and will appeal it as many times as I can if it is approved.

I will be out of town for work on the 10th when this “hearing” is taking place. I will forward this to be considered on that date.

Curtis Spevak
6555 N Bogart LN
Boise Idaho 83714
208-571-1655
Curtis.spevak@gmail.com
I have concerns with the proposed project located at 9000 W. State Street. The project should include much more green/open space and should also be scaled back since the infrastructure to support the size of the project, as proposed, is inadequate. I am opposed to a rezone of the land at this location and would like my note included in the record so it can be reviewed by the PZ Commission in advance of their meeting on February 10, 2020.
TO: City Council
FROM: Cody Riddle, Deputy Director - Current Planning
DATE: March 31, 2020
RE: PUD19-00042 / 4831 N Five Mile Rd

PROJECT DESCRIPTION
Appeal of the Planning and Zoning Commission approval of a conditional use permit for a planned residential development comprised of 15 multi-family units and 1 single family dwelling on 1.4 acres located in a L-OD (Limited Office with Design Review) zone.

REQUEST
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.
Mare Humeston and neighbors are appealing the Planning & Zoning Commission approval of a conditional use permit for a planned residential development comprised of 15 multi-family units and 1 single-family dwelling on 1.4 acres located at 4831 N Five Mile Rd in an L-OD (Limited Office with Design Review) zone.

### Table of Contents

- **Page 2**: Background & Summary of Planning and Zoning Commission Action
- **Page 3**: Appeal Grounds & Responses
- **Page 5**: Recommendation & Standards of Review for Appeals
- **Page 7**: Appeal Application & Appellant’s Memorandum
- **Page 12**: Parties of Record from the February 10, 2020 P&Z Hearing
- **Page 17**: Action Letter from February 10, 2020 P&Z Hearing
- **Page 22**: Minutes from February 10, 2020 P&Z Hearing
- **Page 59**: Project Report from February 10, 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

On February 10, 2020, the Planning and Zoning Commission approved a conditional use permit for a planned residential development comprised of 15 multi-family units and 1 single-family dwelling on 1.4 acres in an L-OD (Limited Office with Design Review) zone.

The development is located at the northwest corner of Five Mile Rd and McMillan Rd, a designated Neighborhood Activity Center in the West Bench Planning Area. The subject property is currently occupied by a single-family home, which will remain, and surrounding uses include offices, single-family residential, a residential care facility, and a religious institution.

With 16 total units on 1.4 acres, the density of this development is 11.4 units per acre, well under the 43.5 units per acre allowed on L-0 zoned properties. The multi-family component of this development consists of one 7-plex and two 4-plexes for a total of 15 units. These two-story units are built to look like townhomes with individual front doors and back patios. Each unit contains two bedrooms, and parking requirements are met on site. In keeping with the Citywide Design Standards and Guidelines, parking has largely been screened from street view by the buildings themselves or landscaping.

The project is consistent with numerous principles in Blueprint Boise that encourage a mix of new housing, density, and infill development that does not require the costly extension of infrastructure in Neighborhood Activity Centers.

Public testimony was provided at the February 10, 2020 Planning & Zoning Commission hearing. Several neighbors expressed concerns that the proposed development was too dense for the area and that the multi-family residential was not compatible with the single-family homes that surround the site to the north and west. There were also concerns that the traffic from the development would negatively impact the intersection as well as the surrounding local streets as it could result in more cut-through traffic.
As detailed in the minutes, the Commission discussed the suitability of denser multi-family development at this Neighborhood Activity Center. The Commission approved the planned unit development by a unanimous vote with the following reason statement:

**Reason for the Decision (PUD19-00042)**
The residential planned unit development, as conditioned, is consistent with the approval criteria of B.C.C. Section 11-03-04.07 (Planned Unit Development) and Section 11-07-06.05 (Planned Unit Development Standards). The 15 multi-family units and 1 single family dwelling are compatible with existing uses in the neighborhood and the site is large enough to accommodate the use. Located at the northwest corner of Five Mile Rd and McMillan Rd, a Neighborhood Activity Center, the subject property is currently occupied by a single-family home, which will remain. The property is surrounded by offices, single-family residential, a residential care facility, and a religious institution. It is zoned L-OD (Limited Office with Design Review) and designated “Suburban” on the Land Use Map. The density of the project does not exceed the limitations of the existing zoning. It is consistent with numerous principles in Blueprint Boise that encourage a mix of new housing and pedestrian-oriented infill development that does not require the costly extension of infrastructure. All necessary utilities and infrastructure are readily available to the site. The site is large enough to accommodate the requested use and comments from public agencies confirm the project will not place an undue burden on the transportation system or other infrastructure in the neighborhood. As required for multi-family developments, the project complies with the Citywide Design Standards and Guidelines. Parking has largely been screened from street view by the buildings and landscaping. The buildings themselves include modulation in façade, covered entries, and an aesthetic that complements surrounding development. This project is also subject to Design Review, which will further ensure compliance with these standards.

**Appeal Grounds & Response**
On February 19, 2020, Mare Humeston and neighbors appealed the Planning & Zoning Commission’s approval of the conditional use permit on three grounds. Expanded memorandum was submitted, which has been summarized below and is followed by the Planning Team’s response.

1. **Traffic impacts were not adequately reviewed by the Planning & Zoning Commission.**

   **Summary:** The appellant contends the Commission should have done a more in-depth review of the traffic impacts of this development. They contend the ACHD Report should have been challenged as the peak vehicle trips generated is only nine, while 30-40 adult residents could potentially reside in these apartments.
Response: The project report adequately analyzed the project's impacts to transportation facilities. Both the project report and the Commission's decision relied upon the right-of-way jurisdiction's, the Ada County Highway District, analysis to inform the decision. ACHD approved the proposal with site specific conditions of approval. The approval included the determination that with the addition of traffic generated by this development the Level of Service along the adjacent arterial roadways was adequate. The Commission heard from multiple neighbors regarding impacts to traffic but none of those testifying challenged the validity of the findings of the ACHD report itself. Commissioner Gillespie referenced the findings of ACHD in deliberations:

“Specifically, with respect to traffic, so we have an ACHD report, it's very technical, nobody contested that report. It specifically says that there will be 9 additional trips during the PM peak hour, and that is 2%, a little less than 2% of the current 463 trips during the PM peak hour currently on Five Mile. So, I agree with the staff that traffic impact is minimal.”

As the decision body on Planned Unit Developments, the Planning and Zoning Commission agreed with the condition of approval to have the development comply with all conditions specified in the ACHD Report dated January 22, 2020. By complying with these conditions, the new development would not place an undue burden on transportation facilities in the vicinity (criteria (b) of the PUD approval criteria in B.C.C. Section 11-03-04.7(C)(7)). This does not demonstrate an error in the Commission’s decision.

2. The Commission did not consider the compatibility of the two-story buildings with the surrounding neighborhood.

Summary: The appellant contends the decision was made without considering the compatibility of two-story apartment with the adjacent lots and single-family homes. The appellant states, “Neither the report nor the Commission addressed how 15 multi-family units are compatible with the extensive neighborhood of single-family homes, many of which are single-story houses.”

Response: The record did in fact address the compatibility of the two-story buildings with the surrounding single-family homes. The project report included the following statement:

“Periphery building setbacks of 15 feet are provided which match the surrounding R-1C zoning of the neighboring single-family homes. Appropriate landscape
buffers planted with trees are proposed along street frontages and between neighboring properties.”

During the hearing, the Planning Team addressed the height of the buildings:

“The design is compatible with the surrounding area. The height is similar to the two-story single-family residential homes directly adjacent to the property, and the 15-foot building setbacks match the rear setbacks of the adjacent R-1C zone.”

In addition, the adjacent R-1C zone permits up to 35-foot tall structures and the L-OD zone allows up to 45 feet. The proposal includes two-story structures at 30 feet in height. The record shows substantial evidence that the location, setbacks, and height is compatible to other uses in the general area and was considered and therefore the Planning Team does not find this ground demonstrates an error in the Commission’s decision.

3. The Commission did not comply with the provisions of the Local Land Use Planning Act (LLUPA), Idaho Code §67-6502.

**Summary:** The appellant claims the Commission did not comply with several purpose statements of the Local Land Use Planning Act, I.C. §67-6502. The specific purpose statements identified by the appellant are “avoid undue concentration of population and overcrowding of land” (I.C. §67-6502(g)) and “allow local school districts to participate in the community planning and development process so as to address public school needs and impacts on an ongoing basis” (I.C. §67-6502(l)). The appellant continues with multiple points that the Commission did not act within their discretion as established by Idaho case law and that their ultimate decision was not supported by the record.

**Response:** The general-purpose statements of LLUPA are not specific criteria that all must be shown to be substantially met by the Planning and Zoning Commission. Idaho Code §67-6515 outlines the basis from which the required PUD findings of Boise City Code are drawn from and from which the Commission has discretion to exercise. These standards (B.C.C. Section 11-07-06.5) and findings (B.C.C. Section 11-03-04. 7(C)(7)) are the specific criteria under which the Commission has the discretion to approve or deny Planned Unit Developments. The record is clear that the Commission’s decision was supported by substantial evidence that the adopted standards were met, and findings made. The Planning Team finds this ground does not demonstrate an error in the Commission’s decision.
Parties of Record Response to Appellant's Memorandum
The applicant responded to the appeal grounds and addressed each item brought forth by the appellant. They expressed their support for the Planning and Zoning Commission’s decision to approve the planned unit development and stated:

“In sum, Appellant has not identified any legitimate basis for error. The Commission’s Decision complies with applicable law, is supported by substantial evidence, and has a rational basis. Absent error by the Commission, the appeal must be denied and the Decision upheld.”

They believe the Planning and Zoning Commission exercised their discretion appropriately in the approval of the subject planned unit development.

Recommendation
The Planning Team finds the Commission’s original decision to approve the planned unit development should be upheld as the development is in compliance with the planned unit development standards of the Code (B.C.C. Sections 11-03-04.7 & BCC 11-07-06.5) and no evidence suggesting the Commission erred in its decision has been submitted. The Planning Team recommends the City Council deny the appeal of the conditional use permit and uphold the Planning & Zoning Commission’s February 10, 2020, decision.

***

Standards of Review for Appeals
Section 11-03-03.09(C2) of the Boise Development Code provides Council with the following options when acting on an appeal:

(a) Because the review bodies are recognized as having expertise in their substantive areas, the Council shall give due consideration to their decisions.

i. The Council may find error on the following grounds:
   ii. The decision is in violation of constitutional, state, or city law. An example would be that the review body’s decision would be a taking.
   iii. The review body’s decision exceeds its statutory authority.
   iv. The decision is made upon unlawful procedure. An example would be if notice of a required public hearing was inadequate. In such cases, the matter may be remanded to correct the error.
   v. The decision is arbitrary, capricious, or an abuse of discretion in that it was made without rational basis, or in disregard of the facts and circumstances presented. Where there is room for two opinions, action is not arbitrary and capricious when exercised honestly and upon due consideration.
   vi. The decision is not supported by substantial evidence.

(b) If error is found, the review body decision may be reversed or modified.

(c) If no error is found the appeal shall be denied and the decision upheld.
#106: Application for Appeal  Fee: $180

I (we) hereby appeal the decision of the Boise City:

☐ Planning & Zoning Commission  ☐ Hearing Examiner  ☐ Design Review Committee
☐ Historic Preservation Commission  ☐ Planning Director

File Number: PUD19-00042  Address: 4831 N. Five Mile Rd

Specific Action BeingAppealed: Approval of conditional use permit
to construct 15 multi-family units

Grounds for Appeal

1. Traffic flow and congestion - Challenge ACPH findings
2. Two story apartment building not compatible with most adjacent lots & surrounding neighborhood
3. Commission did not comply with LLUP 4 Idaho Code 67-6502
4. Arterial traffic is different than neighborhood streets - uses are unsafe

Appeal Contact Person: Mare Humeston
Address: 10732 Cranberry St. Boise, ID 83713
Phone: 208-561-5377  Email: maresh@gmail.com

Appeals
☐ Appeal of an Administrative Decision to the Planning & Zoning Commission or Design Review Committee
   (non-refundable fee).
☐ Appeal of a Design Review Committee Decision to the Planning & Zoning Commission.*
☐ Appeal of a Planning & Zoning or Historic Preservation Commission decision to City Council.*
☐ Appeal of a Hearing Examiner decision to City Council.*

*Portion of fee is refundable if appeal is successful.

Notes:

1. If the reasons for the appeal are resolved prior to the appeal hearing, please contact the Planning Staff at 208-608-7100.
2. The only topics which may be discussed during the appeal hearing are the specific reasons for the appeal as stated in the application.
3. Neighborhood groups are encouraged to elect a spokesperson for appeals that are supported by numerous residents of the project to avoid a duplication of testimony.
4. Section 11-3-7.2 of the Zoning Ordinance provides that an appeal to Council may not be withdrawn without the consent of Council.

Signature of Appealiant/Representative: [Signature]  Date: 2/19/2020

For Staff Use Only:
If the appellant is not the applicant, the applicant must be contacted immediately following the acceptance of this appeal.
Applicant contacted on ______________________________ by ______________________________  ☐ Appeal is by applicant.
Grounds for Appeal

Re: PUD 19-00042

1. Traffic flow and congestion at not only the peak afternoon rush hour but also at other busy times when the location of the apartments is on the corner of N. Five Mile Road and McMillian with the only vehicle entrance and exit being on N. Five Mile Road must be further reviewed. ACHD’s finding of only nine peak afternoon vehicle trips should have been challenged by the City of Boise Planning and Zoning Commission (hereafter “Commission”). If there are 15 apartment units, with 30 to 40 adult residents, how can there be only nine peak time vehicle trips?

2. The Commission failed to consider that a two-story apartment building is not compatible with most of the adjacent lots that have single level homes. The Commission also failed to consider on the record that a two-story apartment building is not compatible with the surrounding neighborhood consisting of single level homes. The city planner stated in his report that the “15 multi-family units and (the existing) 1 single family dwelling are compatible with existing uses in the neighborhood.” Neither the report nor the Commission addressed how 15 multi-family units are compatible with the extensive existing neighborhood of single family homes, many of which are single story houses. Compatible is an adjective defined as “(of two things) able to exist or occur together without conflict.” (Oxford online dictionary). One apartment complex does conflict significantly with the surrounding neighborhood of single family homes and also with the adjacent single story homes.

3. The Commission did not include any substantial evidence that this conditional use would promote the health, safety and general welfare of the people of the state of Idaho as required in the Purpose of the Local Land Use Planning Act, Idaho Code §67-6502 (“LLUPA”). The Commission also did not include any substantial evidence that this conditional use would not avoid undue concentration of population and overcrowding of land as required in Idaho Code §67-6502(g). Public testimony did address the overcrowding of the small parcel and its impact of being on the one remaining corner lot on the intersection of North Five Mile Road and McMillian Street. The Commission did emphasize that the number of parking spaces was adequate with 32 parking spaces, and it also did emphasize that the L-OD zoning allowed up to 45 residential units on the 1.4 acre parcel while this application was for 15 units.

The Commission erred in that it did no analysis that 15 units could burden the neighborhood. Hence it is irrelevant and an abuse of the Commission’s discretion in approving the conditional use permit on the above grounds (15 units and 32 parking spaces being less than the L-OD maximum) without doing an appropriate study of the impact on the safety of school children at McMillan Elementary school and also on the elderly who live across that street at the Edgewood Spring Creek Memory Care facility. Without discussion, the Commission rejected testimony that the welfare of the adjacent neighbors could be negatively impacted by the proposed development.
The Commission’s approval is flawed because it did not include on the record any substantial evidence of the LLUPA requirement “to allow local school districts to participate in the community planning and development process so as to address public school needs and impacts on an ongoing basis.” IC § 67-6502 (f).

During the Commission’s deliberation after the public hearing was closed, some of the statements by the commissioners were questionable and appeared to be arbitrary and capricious. For example, Commissioner Gillespie stated “it is clearly called out in the (City of Boise) comprehensive plan this is an area where we are trying to encourage denser development.” This position is arbitrary and capricious because the L-OD zoning encourages density throughout all L-OD zoning areas and allows a commission the discretion to deny an application at a specific site if it is not supported by substantial evidence on the record as a whole.

The public testimony disputed the findings of ACHD emphasizing the impact on the safety of school children and the general welfare of the neighbors. The Idaho Supreme Court has held that a city’s land use map does not require a particular piece of property, as a matter of law, to be zoned exactly as it appears on the land use map.” Bone v. City of Lewiston, 107 Idaho 844, 850, 693 P.2d 1046, 1052 (1984). Of greater importance to this argument, the Court emphasized, “Our holding is supported by a large body of case law which states that comprehensive plans do not themselves operate as legally controlling zoning law, but rather serve to guide and advise the various governing bodies responsible for making zoning decisions. See Theobald v. Board of County Commissioners, Summit County, 644 P.2d 942, 949 (Colo.1982); Barrie v. Kitsap County, 613 P.2d 1148, 1152 (Wash.1980); Holmgren v. City of Lincoln, 199 Neb. 178, 256 N.W.2d 686, 690 (1977); 82 Am.Jur.2d, Zoning and Planning, § 69; 3 Anderson, American Law of Zoning 609. Id. (Emphasis added). The present factual circumstances surrounding PUD19-00042 must be considered. The Bone decision must be followed.

Commissioner Gillespie also stated, “Because the city council has made a determination that they want density in places like this. That is the city council’s view and that is what we are here to implement.” That position indicates that the Commission shall implement density and approve every conditional use permit throughout the L-OD zoned areas. By following that guideline, the Commission would be ignoring land use law. Every conditional use permit would be approved and that is not the case. Commissioner Gillespie relied on a misstatement of the law. That is clearly an abuse of discretion. Commissions have the discretion to approve or deny.

Commissioner Stevens stated on the record that “For us as a commission to say that 32 parking units were not enough when there was a minimum requirement of 19 spaces would be arbitrary and capricious” is irrelevant in this hearing. It is unclear why Commissioner Stevens focused on parking. That number 19 was never challenged; her statement that 32 units are not enough is confusing. That statement indicates how arbitrary one can be.
Deliberations begin at 53:10 on the recording. See, 

The Commission findings, inferences, conclusions, and decision are not supported by substantial 
evidence on the record as a whole. Idaho Code § 67-5279 (3)(d). Public testimony was ignored and the 
impact on McMillan Elementary School was not addressed by the Commission at the public hearing but 
an undisputed matter, 32 vs 19 parking units, was addressed. The decision of the Commission was 
inconsistent with the intent and purpose of Idaho’s Local Land Use Act (Idaho Code 67-6501 et seq).

Based on the above grounds for appeal, the appellant asks the Boise City Council to reverse the approval 
of PUD19-00042 by the City of Boise Planning and Zoning Commission and to deny this application.
**287 FEET from traffic light!**

**Not even the length of a football field!**

**Virtually impossible to access left turn southbound on 5 Mile. To head east on McMillan, must turn W on Patty, N on Buckboard, then R onto McMillan.**

**To go N on 5 Mile, must turn R on 5 Mile, R on Leather, R on Cranberry, then L onto 5 Mile.**

**Only way to enter from the east, south or west is to drive through one or two neighborhoods.**

**Not safe as it is for crossing the street. ACHD will install a protected crossing to try to mitigate.**
<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mare</td>
<td>Humeston</td>
<td>10732 Cranberry St</td>
<td></td>
<td></td>
<td>83713</td>
<td><a href="mailto:mareih@gmail.com">mareih@gmail.com</a></td>
</tr>
<tr>
<td>Kelsey</td>
<td>Robbins</td>
<td>10755 W Treeline Ct</td>
<td>Boise</td>
<td>ID</td>
<td>83713</td>
<td><a href="mailto:dkrobbins@outlook.com">dkrobbins@outlook.com</a></td>
</tr>
<tr>
<td>Edward</td>
<td>Emmel</td>
<td>4714 N Buckboard Ave</td>
<td>Boise</td>
<td>ID</td>
<td>83713</td>
<td><a href="mailto:eemmel@msn.com">eemmel@msn.com</a></td>
</tr>
<tr>
<td>Donovan</td>
<td>Robbins</td>
<td>10755 W Treeline Ct</td>
<td>Boise</td>
<td>ID</td>
<td>83713</td>
<td><a href="mailto:drobbins4@live.com">drobbins4@live.com</a></td>
</tr>
<tr>
<td>Mare</td>
<td>Humeston</td>
<td>10732 Cranberry St</td>
<td></td>
<td></td>
<td>83713</td>
<td><a href="mailto:mareih@gmail.com">mareih@gmail.com</a></td>
</tr>
<tr>
<td>Gertrude</td>
<td>Hudson</td>
<td>5038 N Leather Pl</td>
<td></td>
<td></td>
<td>83704</td>
<td><a href="mailto:qjghudson04@msn.com">qjghudson04@msn.com</a></td>
</tr>
<tr>
<td>Jim</td>
<td>Hudson</td>
<td>5038 N Leather Pl</td>
<td></td>
<td></td>
<td>83704</td>
<td><a href="mailto:jawest_3@yahoo.com">jawest_3@yahoo.com</a></td>
</tr>
<tr>
<td>Ann</td>
<td>West</td>
<td>4815 N Farrow St</td>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:mrrickv@gmail.com">mrrickv@gmail.com</a></td>
</tr>
<tr>
<td>Rick</td>
<td>Visser</td>
<td>12080 W Hickory Dr</td>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:bosterhouit@cableone.net">bosterhouit@cableone.net</a></td>
</tr>
<tr>
<td>Brenda</td>
<td>Osterhout</td>
<td>10361 W Burntwood Ct</td>
<td>Boise</td>
<td>ID</td>
<td>83704</td>
<td><a href="mailto:psoutz@gmail.com">psoutz@gmail.com</a></td>
</tr>
<tr>
<td>Patrick</td>
<td>Spoutz</td>
<td>912 West Brumback</td>
<td>Boise</td>
<td>ID</td>
<td>83702</td>
<td></td>
</tr>
</tbody>
</table>
March 5, 2020

Via email: kholmes@cityofboise.org

Mayor McLean and Boise City Council
c/o Kevin Holmes, Associate Planner
Boise City Planning and Development Services
150 N. Capitol Blvd
Boise, ID 83702

Re: Applicant’s Response to Appeal (PUD19-00042)

Dear Mayor McLean and City Council Members:

This firm represents the Applicant, Northern Land Development LLC, who requested a planned unit development approval for 15 townhome-styled apartments at the corner of N. Five Mile and McMillan. The Commission approved the PUD at its hearing on February 10, 2020. An appeal was filed by “Residents of the affected neighborhoods at McMillian & N Five Mile.” This letter responds to arguments raised in the appeal and supporting letter.

As an initial matter, it is improper for an appellant to identify generic unnamed residents, who may or may not be parties of record. The Boise City Code provides that “[a]ppeals to the City Council can only be made by a party of record.” BCC § 11-03-03(9)(A)(1). At the Commission hearing, the only representative for the neighborhood association was Ms. Brenda Osterhout who stated that she was the “president” of the homeowners association. This appeal was not brought by the homeowners association or Ms. Osterhout. The signatory to the appeal is Mare Humeston, who testified in her individual capacity. To the extent the Council allows the appeal to be heard as filed, then the only proper appellant is Mare Humeston.

Traffic. Appellant argues traffic flow and congestion requires further review and challenges ACHD’s factual finding that the project only generates 9 trips during p.m. peak hour.¹

¹ Appeal form; Appeal letter, p. 1.
Response: Appellant does not identify any particular error made by the Commission with respect to traffic. The Commission’s Decision states, “comments from public agencies confirm the project will not place an undue burden on the transportation system.” This conclusion is supported by substantial evidence in the record, specifically by the ACHD Report. The ACHD Report identifies the trip generation for the project and concludes the surrounding streets will continue to operate at an acceptable level of service with the project’s trips. Commissioner Gillespie pointed to ACHD’s Report during deliberations and noted that no one contested the report. Neighbors raised generalized concerns about traffic in the area during the hearing, but the particular findings regarding trip generation were undisputed. Appeals cannot present new facts but are limited to the record.

Compatibility. Appellant argues the Commission failed to address that two-story apartment buildings are not compatible with surrounding neighbors.

Response: Appellant’s argument is contradicted by the Decision and the supporting record. The Commission’s Decision states that the 15 multi-family dwellings and one single-family home are compatible with existing uses, noting that the property is located at the corner of Five Mile and McMillan, a Neighborhood Activity Center, and “is surrounded by offices, single-family residential, a residential care facility, and a religious institution.” The Decision further states that parking has been largely screened by the buildings and landscaping and “the buildings themselves include modulation in façade, covered entries, and an aesthetic that complements surrounding development.” The Decision’s findings regarding compatibility are based on substantial evidence in the record, including, without limitation, the following:

- The PUD Application, which notes the surrounding uses include one-story and two-story residential uses, an assisted living facility and a church.
- The Project Report, which states:
  - “The property is surrounded by offices, single family residential, a nursing home, and a religious institution.”

---

3 ACHD Report, p. 2.
4 Minutes, p. 32, l. 23 – p. 33, l.5 (Gillespie). “Specifically with respect to traffic, so we have an ACHD report, it’s very technical, nobody contested that report. It specifically says that there will be 9 additional trips during the p.m. peak hour, and that is 2 percent, a little less than 2 percent of the current 463 trips during the p.m. peak hour currently on Five Mile. So I agree with the staff that traffic impact is minimal.” Id.
5 BCC 11-03-03.9.C.1.e.iii.
6 Appeal form; Appeal letter, p. 1.
7 Decision.
8 Decision.
9 Application Form, p. 2, included in Project Report.
10 Project Report, pp. 5, 8.
March 5, 2020

Page 3

- “These two-story units are built to look like townhomes with individual front doors and back patios.”

- “The design of the project integrates well with surrounding uses in the neighborhood. Periphery building setbacks of 15 feet are provided which match the surrounding R1-C zoning of the neighboring single-family homes. Adjacent properties to the north and west will be screened by landscaping and 6-foot site obscuring fencing. Properties to the south and east are separated by arterial roadways and associated landscape buffers.”

- Planning staff’s testimony at the hearing:

  - “The design is compatible with the surrounding area. The height is similar to the two-story single-family residential homes directly adjacent to the property, and the 15-foot setbacks match the rear setbacks of the adjacent R1C zone. Buffering to the surrounding homes is provided via solid fencing and landscaping.”

**Compliance with LLUPA.** Appellant argues the Commission violated I.C. § 67-6502 because it did not “include any substantial evidence” that the project promotes health, safety, and welfare; prevents overcrowding; and addresses school needs.

**Response:** Idaho Code § 67-6502 states the broad and general purposes for the Legislature’s enactment of the Local Land Use Planning Act (LLUPA). Section 67-6502 does not require the Boise Planning and Zoning Commission to support a decision on a PUD with substantial evidence that each general purpose statement is met. Instead, LLUPA specifically allows the City to approve PUDs based on local ordinance standards adopted by the City. See I.C. § 67-6515. In this case, the Commission’s decision is supported by substantial evidence with respect to each of the City’s adopted approval criteria in BCC § 11-03-04(7). The general purpose statements from LLUPA are important, including “[t]o encourage urban and urban-type development within incorporated cities,” but they are not analyzed and implemented with each individual land use application. They are analyzed and implemented through the adoption of the City’s comprehensive plan and zoning ordinance. I.C. § 67-6508(a)-(q).

**Statement regarding Comprehensive Plan.** Appellant argues that Commissioner Gillespie made arbitrary statements during deliberations by stating that Boise’s Comprehensive Plan encourages density at this location. Appellant argues the comprehensive plan does not have the effect of zoning law.

---

13 Minutes, p. 4, ll. 18-24 (Kevin Holmes) (emphasis added).
14 Appeal form; Appeal letter, p. 1.
15 Appeal letter, p. 2.
16 Appeal letter, p. 2.
Response: Compliance with the comprehensive plan is a specific criteria for approval of a PUD. Applicant does not dispute that a comprehensive plan is a planning document and its provisions do not have the effect of zoning law. However, it is not arbitrary for the Commission to look to the comprehensive plan when considering a PUD; in fact, such consideration is required by the zoning ordinance.

Statement regarding parking. Appellant argues that Commissioner Stevens made an arbitrary and irrelevant statement about parking during deliberations because no one had disputed there was enough parking.

Response: Kelsey Robbins testified at the hearing that the proposed parking spaces are insufficient to serve the use. Commissioner Stevens appropriately responded and concluded the site had more than enough parking, with 32 spaces. The Boise City Code requires 19 spaces to serve this use.

Substantial Evidence. Appellant argues the Commission’s Decision is not supported by substantial evidence.

Response: Appellant does not identify any specific finding or required criteria for approval that is unsupported by evidence in the record as a whole. The PUD Application, Project Report, and testimony provide substantial evidence supporting each approval criteria.

In sum, Appellant has not identified any legitimate basis for error. The Commission’s Decision complies with applicable law, is supported by substantial evidence, and has a rational basis. Absent error by the Commission, the appeal must be denied and the Decision upheld.

Thank you for your consideration of this response.

Sincerely,

Deborah Nelson

---

17 BCC 11-03-04.7.C.7.e.
18 Appeal letter, pp. 2, 3.
19 Minutes, p. 11, ll. 1-15.
20 Minutes, p. 36, ll. 13-16.
21 Project Report, p. 3.
22 Appeal letter, p. 3.
23 See especially the Approval Criteria section of the Project Report, pp. 8-10.
24 BCC 11-03-03.9.C.2.a.c.
February 11, 2020

Jim Merkle
Northern Land Development LLC
2150 N Canter Pl
Eagle, ID 83616
merkola@yahoo.com

Re: PUD19-00042 / 4831 N Five Mile Rd

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 15 multi-family units and 1 single family dwelling on 1.4 acres located in a L-OD (Limited Office with Design Review) zone.

The Boise City Planning and Zoning Commission, at their hearing of February 10, 2020, approved your 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 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 permit must be filed by 5:00 P.M., on February 20, 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.
Questions can be directed to me at (208) 608-7074 or kholmes@cityofboise.org.

Sincerely,

Kevin Holmes
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

KH/mh
cc: Kent Brown / Kent Brown Planning / kentkb@gmail.com
J im Szatkowski / West Valley Neighborhood Association / jameski@gmail.com
**Reason for the Decision**

The residential planned unit development, as conditioned, is consistent with the approval criteria of B.C.C. Section 11-03-04.07 (Planned Unit Development) and Section 11-07-06.05 (Planned Unit Development Standards). The 15 multi-family units and 1 single family dwelling are compatible with existing uses in the neighborhood and the site is large enough to accommodate the use. Located at the northwest corner of Five Mile Rd and McMillan Rd, a Neighborhood Activity Center, the subject property is currently occupied by a single-family home, which will remain. The property is surrounded by offices, single-family residential, a residential care facility, and a religious institution. It is zoned L-OD (Limited Office with Design Review) and designated “Suburban” on the Land Use Map. The density of the project does not exceed the limitations of the existing zoning. It is consistent with numerous principles in Blueprint Boise that encourage a mix of new housing and pedestrian-oriented infill development that does not require the costly extension of infrastructure. All necessary utilities and infrastructure are readily available to the site. The site is large enough to accommodate the requested use and comments from public agencies confirm the project will not place an undue burden on the transportation system or other infrastructure in the neighborhood. As required for multi-family developments, the project complies with the Citywide Design Standards and Guidelines. Parking has largely been screened from street view by the buildings and landscaping. The buildings themselves include modulation in façade, covered entries, and an aesthetic that complements surrounding development. This project is also subject to Design Review, which will further ensure compliance with these standards.

**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 December 18, 2019, January 24, 2020, and January 27, 2020, except as expressly modified by Design Review and the following conditions:

2. Compliance with all conditions of the associated Design Review Permit, DRH20-00001.

3. A minimum of 100 square feet of private open space shall be provided per multi-family unit to be considered an amenity for this project under B.C.C Section 11-07-06.5(B).

4. Prior to the review of building permits, a tree mitigation plan shall be submitted demonstrating compliance with B.C.C Section 11-07-05.2(F).

**Agency Requirements**

5. Comply with requirements of the Ada County Highway District (ACHD) as outlined in their January 22, 2020 approval.
6. Comply with the requirements of Valley Regional Transit (VRT) as outlined in their letter dated **January 20, 2020**.

7. Comply with all requirements of the Boise Fire Department as outlined in their letter dated **January 22, 2020**.

8. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW).
   
   a. Sewer per comments dated **January 3, 2020**
   b. Solid Waste per comments dated **January 2, 2020**
   c. Street Lights per comments dated **January 8, 2020**

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.

**Standard Conditions of Approval**

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

10. Vision Triangles, as defined within Boise City Code, shall remain clear of sight obstructions.

11. 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.

12. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

13. In compliance with 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.

14. 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.
15. 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.

16. 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.

17. 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.

18. 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.

19. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

20. This approval 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.

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

22. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE:

PUD19-00042 / KENT BROWN PLANNING
4831 North Five Mile Road
______________________________

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, FEBRUARY 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
JANELLE FINFROCK
MILT GILLESPIE
JENNIFER STEVENS
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
BEVERLY A. BENJAMIN, CSR No. 710
Notary Public
INTRODUCTION

CHAIRMAN STEAD: So the first item on the agenda is item No. 1.

May we please hear from staff.

KEVIN HOLMES: Thank you.

Madam Chair, members of the Commission, before you is a Conditional Use Permit for a planned residential development comprised of 15 multi-family dwellings and 1 single-family home on 1.4 acres located at 4831 North Five Mile Road in an L-OD zone.

The property shown here in red is located on the northwest corner of the intersection of Five Mile and McMillan Roads, which is a designated neighborhood activity center in blueprint Boise.

So nearby neighborhood amenities shown in green include McMillan Elementary School and Hewett Park just to the southwest, DeMeyer Park less than three-quarters of a mile to the northwest, and Hyatt Hidden Lakes Reserve approximately three-quarters of a mile to the east.

The property backs up to single-family homes zoned R-1C to the north and west, and across the roads are a religious institution, offices, and a residential care facility. Bus stops are directly adjacent to the
property along both Five Mile and McMillan.

The property currently has a 3,437 square foot single-family home, which is proposed to remain. The proposed 15 multi-family units are arranged as two 4-plexes facing McMillan along the south, and a 7-plex facing the interior of the site. The property is bisected by the Zinger Lateral, which is proposed to be tiled with the multi-family parking built above.

As a result of discussions with the City, the Applicant has agreed to install 5-foot detached sidewalks with an 8-foot landscape buffer planted with street trees along both McMillan and Five Mile Roads.

ACHD will be widening McMillan along the property within 1 to 4 years and Five Mile within 10 to 15 years, which will require the dedication of additional right-of-way. Building setbacks have been measured from the estimated right-of-way locations per comments provided by ACHD.

Other improvements include the installation of loading zones for the existing bus stops built to the specifications of VRT. Access to the development is taken from a single full access drive off of Five Mile Road on the north end of the property, and a service drive provides vehicular access to the parking spaces internal to the site.
ACHD has stated that they may want to limit this access to Five Mile to a right-in/right-out only should conditions warrant.

A total of 32 new parking spaces and 15 bike parking spaces are provided, which meets the requirements of code. The multi-family units themselves are designed in a townhome style with two stories, front porches and back patios, and with each unit containing two bedrooms.

A variety of materials and building modulation is provided and design review approval is required, which will further ensure the project complies with the city-wide design standards and guidelines.

Amenities proposed for the development include the use of drought-tolerant plantings and Energy Star construction of the buildings, and private open spaces of at least 100 square feet are provided for each unit.

The design is compatible with the surrounding area. The height is similar to the two-story single-family residential homes directly adjacent to the property, and the 15-foot building setbacks match the rear setbacks of the adjacent R-1C zone.

Buffering to the surrounding homes is provided via solid fencing and landscaping. The density of the proposed development is 11.4 dwelling units per acre,
which is well under the 43.5 allowed in the L-O zone.  

The design and density of the project is supported by multiple blueprint Boise goals and principles. Infill projects with higher densities are encouraged, in neighborhood activity centers such as this and the design features of detached sidewalks, improved transit stops, and having buildings rather than parking along the roadways are all design principles supported by the Comprehensive Plan.

Multiple comments were received past the cutoff date to include it in your packets as late correspondence. The most common concern raised among these was about site access and impacts that this development would have to traffic at this intersection. Other items brought up were also the appropriateness of residential on this property and a desire to see owner-occupied dwellings rather than rentals.

Those individuals that submitted these comments all indicated that they would also be in attendance tonight so I imagine you should hear from them shortly.

In conclusion, the Applicant’s proposal does comply with the required Planned Unit Development findings. It is compatible with the general neighborhood and will provide an increase diversity of
housing options in the area.

The development is supported by the Comprehensive Plan as it constitutes infill in a neighborhood activity center and is in close proximity to parks and transit corridors.

As such, the Planning Team recommends approval of the application with conditions. For PUDs the Commission is the decision-making body and may deny, approve, or approve in part with additional conditions if desired.

Thanks, and I'll stand for any questions.

CHAIRMAN STEAD: Thank you.

We will now hear from the Applicant.

KENT BROWN: For the record, Kent Brown, 3161 East Springwood, Meridian, Idaho. Thank you.

We have reviewed the conditions and recommendations from staff and are in agreement with those. I would stand for any questions that you might have and wait to hear what the neighbors have to say.

CHAIRMAN STEAD: Thank you. We will get to questions in just a moment.

Before we get to questions, I would like to invite up -- is there a registered member here to represent the West Valley Neighborhood Association?
CHAIRMAN STEAD: Okay. Seeing none, are there questions from the Commission?

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I have a question for the staff.

So I did notice the rental versus owner-occupied discussion. As far as I'm aware, neither the code nor the Comprehensive Plan really makes a distinction between rentals and owner-occupied. Is that the City's perspective on that particular issue?

KEVIN HOLMES: Madam Chair, Commissioner Gillespie, that is correct.

COMMISSIONER GILLESPIE: Thank you.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: Question for staff: Is there a minimum requirement of square footage for open space on developments over an acre? I saw one for under an acre, but I didn't see over an acre.

KEVIN HOLMES: Madam Chair, Commissioner Finfrock, so in our code it breaks out, as you saw, the amenities for PUDs. For those under an acre, the
amenity that is required is a minimum 100-square foot open space. For those over an acre, it provides a list and then leaves it open for other alternatives.

So in this case the Applicant has proposed that a minimum square open space of 100 square feet is also included as one of their amenities.

COMMISSIONER FINFROCK: Thank you.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I had a related question, and that was whether or not -- I noticed that in the application materials there was a subtraction for the Zinger Lateral in terms of acreage. And I just want to make sure that there -- I want to make sure for the record that I am clear on which acreage we used and staff used for making the recommendations that you made, whether it was the 1. whatever or the .95.

KEVIN HOLMES: Madam Chair, Commissioner Stevens, we used the total amount. The subtraction that you see in the staff report is merely provided as an example to show some of the site constraints that do exist on the property that, in essence, creates a smaller buildable area.

COMMISSIONER STEVENS: Thank you.

CHAIRMAN STEAD: Any other questions?
COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Just to carry that point through to what I thought the logical conclusion was, it was that the City is comfortable with narrow internal setbacks and the lot sizes. I thought that was kind of where you were going with that subtraction argument.

KEVIN HOLMES: Madam Chairman, Commissioner Gillespie, the reasoning that staff was using didn't really have to do with setbacks but rather just the amenities, the amenity count that is provided and the type.

COMMISSIONER GILLESPIE: Thank you.

CHAIRMAN STEAD: Actually I have a question, Mr. Holmes. Is there -- was there consideration with the -- I know that there was, parking was above the requirement. Did you consider reducing some of the parking to make way for further amenities?

KEVIN HOLMES: Madam Chair, that discussion was had with the Applicant, and they were pretty adamant that -- and I'm sure they can answer that as well -- that two spaces per unit was appropriate and they didn't want to go any lower than that.

CHAIRMAN STEAD: Thank you.
Any other questions?

PUBLIC TESTIMONY

CHAIRMAN STEAD: Okay. I will go to the

sign-up sheet now.

First up we have Kelsey Robbins followed by

Mr. Emmel and then Mr. Robbins.

And please start with your name and address.

And you can move the microphone down a little bit.

Thank you.

KELSEY ROBBINS: Very nervous.

CHAIRMAN STEAD: Me too. It's my first public

hearing doing the chair position.

KELSEY ROBBINS: My name is Kelsey Robbins and

my address is 10755 West Treeline Court in Boise.

I have lived in my neighborhood, this

neighborhood, for the past 30 years. I went to

elementary, middle, and high school here. And this is

where I now raise my two daughters, who have also gone

to elementary school, middle school, and high school

here.

I pass this property at Five Mile and McMillan

up to a dozen times per day, mostly in my car but often

when walking with my kids or my dog. I feel I am well

qualified to anticipate the problems with the proposed

development and offer a reasonable solution.
My biggest concern is the traffic and parking congestion that this development creates right on the corner of this very busy intersection. The planned 15 family units, plus a single-family home include only the minimum 31 parking spots required for 16 families. Two of those are marked handicapped, only leaving just 29 spaces accessible to everyone, technically just 1.8 vehicles per family. Is there anyone here that owns just 1.8 vehicles?

Where will visitors park and where will the cars of teen drivers go? I can tell you. Excess cars and trucks will line Five Mile and McMillan limiting visibility for drivers and pedestrians and forcing residents of the new development to enter and exit their vehicles on busy streets and in bike lanes.

Across the street from the development near a small assisted living facility is McMillan Elementary. This school serves only our neighborhoods. Students are not bussed in. They walk and ride their bikes. The intersection at Five Mile and McMillan is already dangerous for these kids, but congested roads, parked vehicles along the sidewalk blocking visibility and additional traffic will make this intersection more dangerous to pedestrians and these school children. It is irresponsible to ignore this.
The current plan allows entry and exit to the property from any direction. Therefore, a man traveling north along Five Mile wishing to turn left into the property will have to stop just a few car lengths past the intersection and stop on a single-lane road blocking traffic behind him while also waiting for the traffic in the opposite direction to ease and allow him to turn in.

Five Mile is historically clogged for three-quarters of a mile between 4:30 and 5:30 p.m. daily during the week. Adding a minimum of 30 cars continually entering and exiting this property on the corner of this intersection will have a negative effect on everyone commuting within the area. In fact, ACHD has already reserved the right to create a right-turn-in/right-turn-out only pattern anticipating this problem.

So I have the following suggestions: Require that the developer work with ACHD to create no parking zones along Five Mile and McMillan bordering the property and just beyond in order to discourage on-street parking near the busy intersection and keep our pedestrians and cyclists safe.

Do what ACHD has already reserved the right to do, create a right-turn-in/right-turn-out system only on this corner. If that is impossible, work with ACHD to
create a do-not-block intersection space in the road to allow for the movement of traffic in and out of the property swiftly.

I understand that this proposal meets the minimum requirements --

THE CLERK: Time.

CHAIRMAN STEAD: Thank you.

Next up is Edward Emmel followed by Donovan Robbins.

EDWARD EMMEL: Thank you. For the record, Edward Emmel, 4714 North Buckboard Avenue.

Our neighborhood is immediately south of McMillan and west of Five Mile Road. So we are right next to, across the street from this proposed development.

My neighbors and I are opposed to this development because of the negative impacts, as we earlier mentioned, increased traffic and congestion. This kind of development seems inconsistent with the other three corners that we have now, in that it's going to create so much traffic with that increased neighborhood activity.

It just seems important to understand the rationale for such a modification to the zoning rules that have applied to the neighborhood that neighbors
have come to expect, or have in the past, similar to what already has been developed on the other street corners. Thank you.

CHAIRMAN STEAD: Thank you.

Donovan Robbins.

DONOVAN ROBBINS: Thank you. My name is Donovan Robbins. I live at 10755 West Treeline Court.

So I just want to take a moment to talk about the process so far. I live about a half mile away from the property and I pass it daily. Even though this is part of what I would consider my neighborhood, I was not included in the area of impact so, therefore, I didn't receive a notice for the first hearing and didn't have a chance to speak to that. Afterwards -- because I guess notices are only sent per about 300 yards around a development.

In addition, the affidavit and pictures provided to Planning and Zoning proving the public hearing sign was posted as required are so distant that it's impossible to see the information on the sign. And, in fact, the sign was incorrect with both, I believe, the case number and the contact number at the Department of Zoning and Planning. So, therefore, we couldn't contact who we needed to talk about this information.
The original date of the hearing was scheduled for February 4th. I know we had some neighbors that were planning on attending, but then a deferment was requested and granted, which then allowed this meeting today. So we decided to come to this one.

No new notices posted when they have a deferment, I guess? So, therefore, by moving it, it felt a little suspect there.

Again, just having all these little issues, it almost feels like it was, in a way, to take away the chance for us to have public comment on this project.

So with the lack of updating the dates, having the incorrect information on the sign, and just not having to correct it after getting a deferment, it just seems -- it seems like if we don't have the right information on the sign, they should have to restart and give us time to get everybody involved. So thank you.

CHAIRMAN STEAD: Thank you, Mr. Robbins.

Next we have Mare Humeston, followed by Gertrude Hudson and Jim Hudson.

MARE HUMESTON: I have a USB. I have an app problem here. (Pause.) Okay. I have a hard copy. Do you have an objection?

Okay. The file is not openable, I'm sorry.

He said it has to be Microsoft, which I wasn't informed
Thank you for the time to address this hearing. My name is Mare Humeston, and I live at 10732 Cranberry Street in Boise.

I am here to offer our comments on the request for a Conditional Use Permit for the planned apartment complex. Leather and Suede is a single-family home subdivision. We respectfully request that zoning not be changed to accommodate multi-family units on the northwest corner for apartments.

We chose our homes here because we prefer to live in a single-family home neighborhood. We want to live in a less dense area. Those here purchased our homes understanding and preferring the constraints of the existing zoning ordinances. The new owner of this property also purchased knowing the existing zoning. Changing the zoning onto this property after we have invested in our homes affected is not reasonable to us.

As a general rule, those who rent regard their housing as temporary, disregard for the quality of our life is the result. By its very nature rental housing is meant to free the renter of obligations; someone else must take care of all the problems. Homeowners must take care of these issues themselves, and having neighbors invested in their permanent homes helps the
neighborhood thrive. Infuse half again the number of
existing homes with rental units and you have negatively
impacted our neighborhood.

The traffic issue is one that is not livable.
If you look at the proposed site and plan, there is one
exit/entrance option for the project. The project plan
requires that the McMillan exits be closed. The results
will be for residents to exit onto Five Mile heading
south either go through the intersection and turn right
onto Patty and right onto Buckboard and then right onto
McMillan to proceed eastward; or they will exit onto
Five Mile, immediately turn right on McMillan, another
right on Leather Way, right on Cranberry, and then to
make a left on Five Mile to proceed north.

This additional traffic goes through our
neighborhoods where children ride bikes and play
outside. We have seen too much increased traffic flow
from people who don't want to wait at a traffic light
already. ACHD is currently in the process of installing
a protected crossing at McMillan and Leather Way to help
mitigate pedestrian danger.

Finally the project states that the driveway
plan on Five Mile is temporary. Why in heaven's name
would this be a temporary driveway? The only reason I
can think of is that this is only the first phase of the
project, and the nearly 100-year old house existing
there will be razed and more apartments built since the
hurdling of zoning will be already accomplished.

As it is, the driveway is only 287 feet north
of the intersection that sees up to 10-minute backups.
To recommend a modification of the policy to accommodate
the developer just because there isn't another option is
outrageous. The project is not suited for this site.

Please, I beseech you, do not allow this
change in zoning that will impact our neighborhood
negatively. Those of us who invested in making Boise a
great place to live deserve more consideration than to
rubber stamp more uncontrolled growth in a valley that
has very limited resources as it is.

THE CLERK: Time.
MARE HUMESTON: And I do have this if you
would like.

CHAIRMAN STEAD: We can't accept that up here
now. I'm sorry for that.
MARE HUMESTON: Okay. Do you want the file,
the diagram or --

CHAIRMAN STEAD: We can't accept -- we can't
receive new information, new handouts after the cut-out
date.

MARE HUMESTON: Okay. I would suggest then
that you please let people know the file formats that
you need.

CHAIRMAN STEAD: Thank you. Thank you,
Ms. Humeston.

So next we have Gertrude Hudson followed by
Jim Hudson.

GERTRUDE HUDSON: I would like to introduce
myself. I am Gertrude Hudson. My husband and I, my
husband Jim and I have been living in the Hickory
Subdivision just north of this proposed development for
the last 32 years. We built our own home and I designed
three homes in that area. I'm an architect and
residential designer.

I am concerned about a few things. One, of
course, is the traffic that would be generated;
vehicular, pedestrian, bicycles, baby strollers, you
name it, a great deal more traffic of all kinds added to
the already heavy traffic on Five Mile in that busy
intersection.

Number 2, I'm concerned about the children.
They have no safe place to play in this development,
that I can see, and I think there is an accident waiting
to happen on the roadway or in the development with all
of the cars that are going to be parked there and moving
within the development.
Number 3, I think there is a quality of life issue. Families will have no private outdoor spaces. No one will be able to sit under the shade of their own tree. And I want to know where the trees are in this City of Trees.

Number 4, I'm concerned about the impact on the existing neighbors; increased traffic, noise pollution, invasion of privacy, for the people on the west side especially, and a drop in their property values.

Number 5, I believe that any new development within our city should be an asset to the neighborhood and should enhance the lives of its residents, should be compatible with the surrounding area.

This development does not fill these requirements, in my mind. And with my experience, I think this project is a bad idea. Thank you.

CHAIRMAN STEAD: Thank you, Ms. Hudson.

Jim Hudson, you are up next. Please start with your name and address.

JIM HUDSON: I'm the other half of the lady that just talked to you. Jim Hudson, 5038 North Leather Place.

I'm not -- I have two concerns looking at the map, and one of them is that ditch that runs through. I
haven't seen anything that says it's going to be buried
or -- because it's now an open ditch, and that would be
disastrous for that many families. But I'm assuming
that it would be covered, would have to be covered in
order to carry out any kind of residences built there.

The other is, when you have got that many
people and they are all rentals, then you have housing
problems all the time with rentals, because the person
who owns the house and is responsible for its upkeep
isn't there.

I have a proposal. My wife has a degree in
residential design with solar application, and she is
aware of the housing crisis that we have in Boise, and
especially with the mayor saying that one of the things
she wants to accomplish is affordable housing.

And so Gertrude has taken up this as a
personal little project to see if she could do something
to help this. And so she has designed several small
houses. She did one for a man that is developing houses
up in McCall, and it was a 400-square foot house, which
is adequate for a family.

But she has designed seven or maybe eight
houses that would go in the place of those 15 houses,
and each person then -- each family would have a house
and have property to care for. And she would be happy
to help the developer design houses of about 700 square foot with a loft on it if they decide to build on the property and not have that type of housing.

THE CLERK: Time.

CHAIRMAN STEAD: Thank you, Mr. Hudson.

Next is Ann West followed by Rick Visser.

ANN WEST: Hi, my name is Ann West. I live at 4815 North Farrow Street. We built our home on the corner of the Hickories.

I want to thank you for allowing us who will be impacted by the proposed rezoning and development plan on Five Mile and McMillan Roads an opportunity to present our concerns and be heard.

Though this meeting was scheduled for last week and I had prior commitments, I was unable to attend, I am thankful that a neighbor informed me of the reschedule. However, I am disappointed that this reschedule seemed to be swept under the rug and was not posted as before on the building site. I saw numerous people stopping along the road and checking out the proposed meeting and the plans.

I do have three major concerns. First off, I live two blocks away on McMillan Road and am very concerned with traffic congestion currently and very alarmed that we could have another 15 to 45 additional
vehicles added to this intersection three times a day
during peak commuting hours, and it could be even more
like 60 cars a day.

Currently traffic exiting east and west off of
Chinden, or Highway 26/Highway 20 Boulevard, it backs up
from Chinden all the way to McMillan during these heavy
traffic times.

At Chinden there are four lanes where traffic
funnels down into Five Mile. There is no additional
room, and this will add more traffic delays even to the
south of McMillan Road onto Ustick as well, as traffic
coming up that way is very heavy.

Earlier it sounded like there was going to be
a road change maybe 1 to 4 years down the road, but are
we not putting the cart before the horse here? If there
is two bus stops, I don't see very many people using the
buses currently at Five Mile and Farrow area.

Secondly, if the developer wants to add
apartments to the single-family homes in the area, I
would be more in favor of townhomes or condos that would
bring long-term ownership rather than apartments that
often have temporary high turnovers and maybe even more
crimes, rather than home ownership.

Third of all, most importantly, is the current
road layout with two lanes, traffic going north and
south and east to west of this intersection does not allow for this increase in traffic. There is no turn lane for residents in the proposed area going, pulling into or out of that new proposed area.

Homeowners currently in the subdivision areas have to enter onto Five Mile, have to go through the subdivisions or go to McMillan just to get to the intersection to be able to turn, because exiting the Hickory Subdivision onto Five Mile there is heavy delays with no stoplights there.

So again, we have bike lanes that we have to address --

THE CLERK: Time.

ANN WEST: Thank you.

CHAIRMAN STEAD: Thank you, Ms. West.

Next is Rick Visser.

RICK VISSER: Good evening, Madam Chair, and members of the Planning and Zoning Commission. My name is Rick Visser. I reside at 12080 West Hickory Drive, 83713, and I have lived in this home with my family for over 30 years.

I have heard several good testimonies tonight, and I agree with those. These neighbors of mine have presented factual information on what would happen if this Conditional Permit Use was approved.
However, I'm going to add to that and supplement it by providing some Idaho law that I believe is so pertinent to this matter.

As a practicing attorney for over 30 years, I have had several times to focus on developments and other matters. What I would like to share with you is the Idaho Land Use Planning Act, specifically the purpose, which is found in Idaho Code 67-6502. It says in part: "The purpose of this Act shall be -- that is mandatory -- "to promote the health, safety, and general welfare of the people of the state of Idaho as follows:"

Going down to subpart g, it says that "it is to avoid the undue concentration of population and overcrowding of the land." I believe this would be a prime example of overcrowding being detrimental to the safety of our people.

It is also to ensure that the development of the land is commensurate with the physical characteristics of the land. Which is what is available today is just a triangle that is not commensurate with the surrounding properties or the homeowners out there. It is a departure from the established area.

I also fail to hear anything regarding schools. The local Land Use Planning Act directs us, directs you, and directs the City Council to allow the
school districts to participate in the community planning and the development process so as to address public school needs and impacts on an ongoing basis.

We know that the schools are crowded, we know they are at capacity, and that is pertinent to any development that is beyond R-1.

I also want to focus on a long-established Idaho Supreme Court case. It's called "Bone versus The City of Lewiston," and it directs the people of Idaho, City Planners, that a comprehensive plan is merely a general guide. It is not something that has to be adhered to. The zoning ordinances need to be adhered to and so does this law from the local Land Use Planning Act.

I urge this committee to deny this Conditional Use Permit, as it does not promote the health, safety, and general welfare of our neighborhood who are all people of the state of Idaho. Thank you.

CHAIRMAN STEAD: Thank you, Mr. Visser.

So that's it for the sign-up sheet. Is there anybody else here that would like to testify on item No. 1 who did not sign up?

Please come on forward. Please remember to fill out one of the white sheets up there and start with your name and address. You have 3 minutes.
PATRICK SPOUTZ: My name is Patrick Spoutz. I live at 912 West Brumback in Boise. I think this is a fine project and, as the City staff said, consistent with our Comprehensive Plan. It's the kind of smart infill that allows for more housing options for people that may not be able to afford a traditional single-detached family home.

I also want to go on the record and say I disagree with the notion that renters are worse neighbors or in any way unworthy compared to owner-occupied housing, and I would be really disappointed if the City codified that in their decisions and policies.

Renters are wonderful parts of our community today, and I think we should welcome them.

With the rising price of housing in the City, we have a duty to provide more housing options for people who want to join our city, and as a result I support this project. Thank you.

CHAIRMAN STEAD: Thank you.

Is there anybody else who would like to testify on item No. 1?

Please come forward.

BRENDA OSTERHOUT: Hi, my name is Brenda Osterhout. I live in the Greyloch Subdivision, which is
just very close -- we access McMillan Street.

CHAIRMAN STEAD: Can you share your address, please.

BRENDA OSTERHOUT: Oh, yes. 10361 West Burntwood Court.

CHAIRMAN STEAD: Thank you.

BRENDA OSTERHOUT: I am the president of our homeowners association. There are 49 houses in there. Everyone that I have talked to is very opposed to this. To introduce rentals this close, I think all the speakers have really hit the nail on the head with what they have pointed out. I very, very much oppose the subdivision.

CHAIRMAN STEAD: Thank you. Please complete one of those white slips that are up there, and you can bring that up to us up here or staff.

BRENDA OSTERHOUT: Okay.

CHAIRMAN STEAD: Thank you.

Anybody else that is looking to testify on item No. 1? Okay, seeing none, we will invite the Applicant up for a 5-minute rebuttal.

REBUTTAL

KENT BROWN: Again, for the record, Kent Brown, 3161 East Springwood.

I believe a majority of the comments had to do
with traffic and apparently our use, too.

It's very interesting, we have an existing L-OD zone that staff spoke to, allows up to 43 units per acre. We are not trying to exceed that. There was a discussion of overcrowding. We are not seeking that 43 units per acre of that existing zone. We are trying to put something that is reasonable in there.

It's kind of difficult to do with that existing Zinger Lateral that we are tiling through the site. I believe that that is probably the reason why this L-OD site that has been here for quite a period of time hasn't had any other uses that would be similar to that are allowed in the L-OD zone. An office, or so forth, any of those types of uses, even what would be considered a small retail, would not be allowed because of trying to deal with the location of the Zinger Lateral.

We have tried to preserve and want to keep that 100-year home that is there. We believe that it's an asset. My clients don't want it to disappear, want it to be on that site, see value in that existing home. But it also does something to provide privacy for that seven-plex that is behind them.

They all have backyards. They have private patios that are against what would be the Zinger
Lateral. The units that face, the four-plexes that face McMillan, that's kind of one of the things that the City likes is a street presence that's out there. But they also have the front of the unit where there is some privacy there.

Traffic, we only have one location, because this property is so close to the intersection, that the driveway can go. And yes, the ACHD report says that in the future that that might end up being a right-in/right-out.

I have that same experience. I live next to St. Luke's Meridian, and ITD came through and eliminated my full access, and I have to loop around and do different things to get into my neighborhood. And that's what these people that will be here, whether they were renters or landowners, they would have to do the same thing. And we believe that this is a quality development and have tried to do something that will be really nice.

The discussion about renters, but you still have a landlord that owns the property and wants to maintain his asset and keep value there.

That is all I have in rebuttal.

CHAIRMAN STEAD: Thank you.

So we will close the public part of the
hearing now, and the item is before the Commission.

MOTIONS

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: I move to approve PUD 19-42 along with the recommended and standard conditions of approval.

COMMISSIONER GILLESPIE: Second.

CHAIRMAN STEAD: Second by Commissioner Gillespie.

Is there a discussion?

Commissioner Finfrock?

COMMISSIONER FINFROCK: Madam Chair, my initial concern was that the site is large enough to accommodate the proposed use. But with the two amenities being provided, including the private open spaces referenced in the staff report, I feel like the development code standard for amenities has been met, as well as the condition of complying with the ACHD requirements so that it doesn't place a burden on transportation.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Just a couple of things I'm thinking about, and based on the really good
public testimony that we did hear. So several members
talked about a rezone or that we are somehow issuing a
permit that these folks, the owner, didn't sort of
already have some entitlement to, and that's really not
the case. This is not a rezone; it's L-OD. The zoning
requirements say that they could put up to 45 units on
this property. So at 15 we are well within the zone.
So I don't really have any concerns about that.

Second, it is in the neighborhood activity
center, and that means a lot in the City. It's clearly
and specifically called out in the Comp Plan as an area
where we are trying to encourage denser development.
They are built to be along transit corridors. The basic
idea is we need to add rooftops along the transit
corridors so we can drive ridership and improve those
systems.

So basically the City Council has made a
policy determination that they want density in places
like this because they feel otherwise it's going to be
10 miles to the west and all those cars are going to
come by anyway. So that's the City Council's view and
that's what we are here to implement.

Specifically with respect to traffic, so we
have an ACHD report, it's very technical, nobody
contested that report. It specifically says that there
will be 9 additional trips during the p.m. peak hour,
and that is 2 percent, a little less than 2 percent of
the current 463 trips during the p.m. peak hour
currently on Five Mile. So I agree with the staff that
traffic impact is minimal.

And then finally, as I said in my question,
this Commissioner, I don't consider the renter versus
owner issue because it's not in the City Code, it's not
in the Comp Plan, and I think it raises substantial
equity issues when we do that. So I'll decline to do
that, and I'll strongly support the motion.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'll add in a few
comments, too. I'll be supporting the motion.

A couple of things regarding the ACHD report
and also our City Code and our Comp Plan as well. I
think it's important to understand that we have a job up
here not to be arbitrary and capricious, and this
application meets the letter of our law, of our zoning
ordinance.

So, for instance, just taking the parking, for
instance, there is a requirement for 19 spots. This is
a proposal that is giving this development 32 spots.
For us as a Commission to then go in and say that's not
enough would be an arbitrary and capricious decision. So that's not something I'm comfortable doing, and I feel it's very clear that this Applicant, with regard to that particular item, meets the letter of the code.

With regard to ACHD and the idea from a few members of the public, who, by the way, I think did give us some great testimony, but some of them had ideas about requiring no parking zones, requiring right-in/right-out now. I am not usually one to be up here in support or give kudos to ACHD, but I will say that when those requirements -- when situations and circumstances demand those kind of requirements, ACHD is there doing them.

We have several applications tonight that are good examples of that. And so I am confident that with the reservation to do those things, we'll have a -- they will be staying on top of it, and if it becomes untenable, they will make those demands on this application.

I also just want to weigh in on the renter versus owner. And I'll second what Commissioner Gillespie said with regard to equity. We hear this a lot, especially lately. In the last 5 years, obviously, we see more multi-family proposals in front of us than we ever have in the many years I've been up here doing
this. And, you know, I would implore our citizenry to be a little more open minded to the people.

I was going to play a little trick tonight and ask for hands, a show of hands, of anybody in this room who has never rented. I'm not going to do that. Okay, maybe there are a couple. I guarantee that there aren't going to be very many.

And so I think it's really important that we support people in this community who don't have the same vision of what maybe some of you in this room do, that having a yard and a single-family home to take care of is the dream. Some people don't want that, and also some people can't have it. And so I really have a problem when citizens come up and use that as a reason why a development can't go in. I strongly oppose that viewpoint, and I will never vote on behalf of anything along those lines.

And then I'm glad Commissioner Gillespie said what he said about the rezone because I think that's an important point to put on the record.

So I'll be supporting the motion.

JAMES B. SMITH: A legal point of order, Madam Chair.

CHAIRMAN STEAD: Yes, James.

JAMES B. SMITH: I would just like to clarify
the record for purposes of the Commission's further deliberations, that the Commission certainly may consider parking impacts and parking effects beyond any compliance with the minimums, for parking minimums that would be required out of the code for this project.

CHAIRMAN STEAD: Thank you.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'll go ahead and clarify my comments.

Thank you, legal, James, you are exactly right of course. And I guess my point is that we didn't just meet the minimum on this particular one, but we have well exceeded it, from 18 to 32. So I feel comfortable that the parking impacts have been met, have been mitigated.

CHAIRMAN STEAD: Any further discussion?

Okay. Will the clerk please call.

ROLL CALL

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Stead.

COMMISSIONER STEAD: Aye.

THE CLERK: Stevens.

COMMISSIONER STEVENS: Aye.
THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

(End transcription at 55:54 at audio file.)
PUD19-00042 / Kent Brown Planning

Summary
Conditional use permit for a planned residential development comprised of 15 multi-family units and 1 single family dwelling on 1.4 acres located at 4831 N Five Mile Rd in a L-OD (Limited Office with Design Review) zone.

Prepared By
Kevin Holmes, Associate Planner

Recommendation
Approval with conditions.

Reason for the Decision
The residential planned unit development, as conditioned, is consistent with the approval criteria of B.C.C. Section 11-03-04.07 (Planned Unit Development) and Section 11-07-06.05 (Planned Unit Development Standards). The 15 multi-family units and 1 single family dwelling are compatible with existing uses in the neighborhood and the site is large enough to accommodate the use. Located at the northwest corner of Five Mile Rd and McMillan Rd, a Neighborhood Activity Center, the subject property is currently occupied by a single-family home, which will remain. The property is surrounded by offices, single-family residential, a residential care facility, and a religious institution. It is zoned L-OD (Limited Office with Design Review) and designated “Suburban” on the Land Use Map. The density of the project does not exceed the limitations of the existing zoning. It is consistent with numerous principles in Blueprint Boise that encourage a mix of new housing and pedestrian-oriented infill development that does not require the costly extension of infrastructure. All necessary utilities and infrastructure are readily available to the site. The site is large enough to accommodate the requested use and comments from public agencies confirm the project will not place an undue burden on the transportation system or other infrastructure in the neighborhood. As required for multi-family developments, the project complies with the Citywide Design Standards and Guidelines. Parking has largely been screened from street view by the buildings and landscaping. The buildings themselves include modulation in façade, covered entries, and an aesthetic that complements surrounding development. This project is also subject to Design Review, which will further ensure compliance with these standards.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
WINMORE 4-PLEX
REAR VIEW - FACING PARKING LOT
WINMORE 4-PLEX
REAR ANGLE VIEW - FACING PARKING LOT
THESE DOCUMENTS HAVE BEEN PRODUCED AS AN INSTRUMENT OF SERVICE AND ARE INTENDED SOLELY FOR THE PURPOSE OF CONSTRUCTING, USING AND MAINTAINING THE PROJECT. HOUSTON-BUGATSCH ARCHITECTS, CHTD, AS THE ARCHITECT OF RECORD FOR THE PROJECT RETAINS OWNERSHIP OF THESE DOCUMENTS. ANY USE OF THESE DOCUMENTS OR USE OF THIS DESIGN, IDEAS OR CONCEPTS DESCRIBED HEREIN WHOLE OR PART BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED EXCEPT BY WRITTEN CONSENT OF HOUSTON-BUGATSCH ARCHITECTS, CHTD. REPRODUCTION OF THIS DOCUMENT IS STRICTLY PROHIBITED EXCEPT BY WRITTEN CONSENT OF HOUSTON-BUGATSCH ARCHITECTS, CHTD. COPYRIGHT 2019 HOUSTON-BUGATSCH ARCHITECTS, CHTD.

1307 N. 39TH STREET
NAMPA, IDAHO 83687
PH. (208) 465-3419  FAX (208) 442-3942

FIRST FLOOR PLAN
WINMORE CROSSING 7-PLEX
BOISE, ID 83713

 Packet Pg. 934
Attachment: CC_Project Report_June 9, 2020_PUD19-00042  (PUD19-00042 / Mare Humeston & Neighbors)
December 16, 2019

Boise City Planning & Development Services
150 N Capital Blvd
PO Box 500
Boise ID 83701-0500

RE: Planned Unit Development for 4831 N. Five Mile Road PUD19-00032

Commissioners:

On behalf of, Northern Land Development please accept this request for approval of a PUD at 5924 N. Five Mile Road. This Planned Unit Development is for a 15 unit development. The 1.4 acre parcel is located on the northwest corner of McMillan Road and N. Five Mile is in a LO-D zone.

SITE DESIGN
The specific size and placement of each building has been done to create an attractive environment to live in and to provide privacy to the existing residents surrounding this new multi-family neighborhood. Some the existing mature trees will need to be removed but there is still many trees proposed and existing to create a natural barrier and buffer between our buildings and the existing homes.

Parking
There are a total of 31 parking stalls in the development, with two of them being handicapped and 15 bike parking spaces.

Please contact me if you have any questions regarding any of this application.

Sincerely,

Kent Brown
Planner
January 27, 2020

Boise City Planning & Development Services
150 N Capital Blvd
PO Box 500
Boise ID 83701-0500

RE: Planned Unit Development for 4831 N. Five Mile Road PUD19-00032

Commissioners:

EXISTING BACKGROUND

The property at 4831 N. Five Mile Road, is zoned L-OD and over the years has had many people look at the property in an effort to try to redevelop the site. I believe the Zinger Lateral has been the main hurdle for those who have looked at the site in the past. It is the major site constraint for us in our effort to make the site work. Basically the Zinger Lateral divides the property into two pieces. The next hurdle is the access to the property. Because the property is located on the northwest corner of N. Five Mile Road and W. McMillan Road ACHD needs to control the access to the property to only one point. That point being the northeast corner of the site. So the property south of the Zinger Lateral has been unusable.

WAIVER REQUEST

The existing parcel is 1.4 acres in size. However, when the right of way and single family home are removed there is only 1.09 acres of a site. The site constraints from the Zinger Lateral move site becomes 0.95 acres in size. Either way the drought tolerant planting and energy star construction of units is going to be done.

We do meet the requirements for the private open space per unit with, 105 SF for the units in the two, four-plex buildings and 126 SF for the units in the seven-plex. I believe these site constraints limits ability to provide the amenities on this site and seek your favorable support of it request.

Please contact me if you have any questions regarding any of this application.

Sincerely,

Kent Brown
Planner
**Property Information**

<table>
<thead>
<tr>
<th>Address</th>
<th>Prefix</th>
<th>Street Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4831</td>
<td>N</td>
<td>FIVE MILE RD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subdivision name</th>
<th>Block</th>
<th>Lot</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN MCMLLANS 1ST SUB</td>
<td>1</td>
<td>0</td>
<td>27</td>
<td>4</td>
<td>1</td>
<td>L-OD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Additional Parcel Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>R5624000011</td>
<td></td>
</tr>
</tbody>
</table>

**Primary Contact**

**Who is responsible for receiving e-mail, uploading files and communicating with Boise City?**

- [ ] Agent/Representative
- [ ] Applicant
- [ ] Owner

**Applicant Information**

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim</td>
<td>Merkle</td>
</tr>
</tbody>
</table>

**Company:**

Northern Land Development LLC

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>2150 N Canter Pl</td>
<td>Eagle</td>
<td>ID</td>
<td>83616</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:merkola@yahoo.com">merkola@yahoo.com</a></td>
<td>(208) 996-4084</td>
</tr>
</tbody>
</table>

**Agent/Representative Information**

**Role Type:**

- [ ] Architect
- [ ] Land Developer
- [ ] Engineer
- [ ] Contractor
- [ ] Other

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>KENT</td>
<td>BROWN</td>
</tr>
</tbody>
</table>

**Company:**

KENT BROWN PLANNING

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>3161 E SPRINGWOOD DR</td>
<td>MERIDIAN</td>
<td>ID</td>
<td>83642</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:KENTKB@GMAIL.COM">KENTKB@GMAIL.COM</a></td>
<td>(208) 871-6842</td>
</tr>
</tbody>
</table>

**Owner Information**

- [ ] Same as Applicant? **No**
- [ ] Yes **(If yes, leave this section blank)**

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>ID</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cell</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Neighborhood Meeting Held (Date):
   11/26/19

2. Neighborhood Association:
   West Bench

3. Comprehensive Planning Area:
   West Bench

4. This application is a request to construct, add or change the use of the property as follows:
   TO ADD 15 UNIT MULTI-FAMILY DWELLINGS

5. Size of Property:
   1.4 Acres

6. Water Issues:
   A. What are your fire flow requirements? (See International Fire Code):
      1500 gpm

   B. Number of hydrants (show location on site plan):
      Note: Any new hydrants/hydrant piping require Suez Water approval.
      Number of Existing: 1
      Number of Proposed: 0

   C. Is the building "sprinklered"?
      Yes

   D. What volume of water is available? (Contact SUEZ (208) 352-7354):
      2500 gpm

7. Existing uses and structures on the property are as follows:
   SINGLE FAMILY WITH OUT BUILDINGS

8. Are there any hazards on the property?
   (Such as canals, hazardous material spills, soil or water contamination.) If so, describe them and give their locations:
   ZINGER LATERAL WHICH WE WILL PIPE ON SITE

9. Adjacent property information:
<table>
<thead>
<tr>
<th>Building types and/or uses</th>
<th>Number of Stories</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: RESIDENTIAL</td>
<td>1</td>
<td>(R-1C) Single Family Resider</td>
</tr>
<tr>
<td>South: ASSISTED LIVING</td>
<td>1</td>
<td>(N-OD) Neighborhood Office</td>
</tr>
<tr>
<td>East: CHURCH</td>
<td>1</td>
<td>(R-1C) Single Family Resider</td>
</tr>
<tr>
<td>West: Residential</td>
<td>2</td>
<td>(R-1C) Single Family Resider</td>
</tr>
</tbody>
</table>
10. Non-Residential Structures:

A. Number of Proposed non-residential structures: 0

Square footage of proposed non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor</td>
<td>0</td>
</tr>
</tbody>
</table>

B. Maximum Proposed Height:

C. Number of stories: 0

D. Number of EXISTING non-residential structures to remain: 0

Square footage of existing non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor</td>
<td>0</td>
</tr>
</tbody>
</table>

E. Existing Structure Height(s):

F. Number of Stories: 24

11. Residential Structures:

A. Number of Proposed residential units (if applicable): 15

B. Size of Proposed residential structures (if applicable):

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Square Foot per Unit</th>
<th>Total Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Bedroom:</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Two-Bedroom:</td>
<td>15</td>
<td>1172</td>
</tr>
<tr>
<td>Three-Bedroom:</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other:</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Number:</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

C. Number of Existing units to remain: 1

D. Maximum Proposed Structure Height(s): 29

E. Number of Stories: 1
### Site Design

<table>
<thead>
<tr>
<th>Percentage of site devoted to building coverage:</th>
<th>18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of site devoted to landscaping:</td>
<td>43</td>
</tr>
<tr>
<td>Percentage of site devoted to paving:</td>
<td>19</td>
</tr>
<tr>
<td>Percentage of site devoted to other uses:</td>
<td>20</td>
</tr>
<tr>
<td>E. Describe other use:</td>
<td>sidewalks</td>
</tr>
</tbody>
</table>

### Loading Facilities, if proposed (For Commercial uses only):

<table>
<thead>
<tr>
<th>Number</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>Screening</td>
</tr>
</tbody>
</table>

### Parking:

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Handicapped Spaces:</td>
<td>2</td>
</tr>
<tr>
<td>B. Parking Spaces:</td>
<td>29</td>
</tr>
<tr>
<td>C. Bicycle Spaces:</td>
<td>15</td>
</tr>
<tr>
<td>D. Proposed Compact Spaces:</td>
<td>0</td>
</tr>
<tr>
<td>E. Restricted (assigned, garage, reserved spaces) parking spaces proposed:</td>
<td></td>
</tr>
<tr>
<td>F. Are you proposing off-site parking?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, how many spaces?</td>
<td></td>
</tr>
<tr>
<td>G. Are you requesting shared parking or a parking reduction?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, how many spaces?</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** If you are requesting shared parking or a parking reduction, you must submit a survey of persons using and working on the premises and any additional information demonstrating that use by the regular employees and visitors to the premises will require fewer off-street parking spaces than required by the Zoning Ordinance.

### Setbacks

<table>
<thead>
<tr>
<th>Building</th>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Rear</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Side 1</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Side 2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Waivers Requested:

<table>
<thead>
<tr>
<th>A. Lot size:</th>
<th>Yes</th>
<th>No</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Internal Setbacks:</td>
<td>Yes</td>
<td>No</td>
<td>Description:</td>
</tr>
<tr>
<td>C. Frontage:</td>
<td>Yes</td>
<td>No</td>
<td>Description:</td>
</tr>
</tbody>
</table>
17. Sidewalks:
   Proposed: [ ] Attached [ ] Detached
   Adjacent: [ ] Attached [ ] Detached

18. Amenities:
   Number: 2
   Description: drought resistant plantings and energy star building construction

19. Density:
   Allowed Density: [ ]
   Proposed Density: 11.4

20. Building Exterior:
   Materials
   Roof: ARCH ASPHALT
   Walls: HARDIE PANEL BOARD
   Windows/Doors: VINYL /METAL
   Fascia, Trim etc.: STONE
   Colors
   BLACK
   EARTH TONES
   EARTH TONES
   STONE

   seepage beds

22. Floodways & Hillsides:
   A. Is any portion of this property located in a Floodway or a 100-year Floodplain?
      [ ] Yes [ ] No
   B. Does any portion of this parcel have slopes in excess of 15%?
      [ ] Yes [ ] No

   Note: If the answer to either of the above is yes, you will be required to submit an additional Floodplain and/or Hillside application and additional fee. You must submit the additional required application(s) for review at the same time as this request.

23. Airport Influence Area:
   Is the subject site located within the Airport Influence Area? (If yes, please mark which area.)
      [ ] No
A. PUBLIC Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) will be generally required by the Ada County Highway District, if the proposed development contains no more than 100 dwelling units (includes hotels and motels as well as private dwelling units), more than 30,000 square feet of commercial use, or more than 50,000 square feet of industrial or institutional use, or has associated it with special circumstances deemed by ACHD to warrant an impact study. A copy of this study must be submitted with this application.

Is a Traffic Impact Study required?

☐ Yes  ☐ No

B. PRIVATE Street Layout Review

The impacts of proposed development on adjacent land uses and transportation facilities must be considered. A "Traffic Impact Study" (TIS) prepared by a traffic engineer will be required by Public Works and Planning & Development Services for the interior roadway and parking system. This requirement may be waived when it can be shown by the applicant that no section of on-site roadway will exceed 240 vehicle trips per day.

Is a Traffic Impact Study required?

☐ Yes  ☐ No

Are you proposing public street connection to adjacent properties?

☐ Yes  ☐ No

25. Solid Waste:

A. Type of trash receptacles:

☐ Individual Can/Residential ☐ 3 Yd Dumpster ☑ 6 Yd Dumpster ☐ 8 Yd Dumpster ☐ Compactor

B. Number of trash receptacles:

[ ]

C. Proposed screening method:

cmu block enclosure

D. Is the proposed location accessible for collection? (Contact Boise Public Works at 384-3901.)

☐ Yes  ☐ No

E. Is recycling proposed?

☐ Yes  ☐ No

Verification of Legal Lot or Parcel Status

Acceptance of this application does not validate the legal status of any lot or parcel. Prior to submitting for a Building Permit you must have a Verification of Legal Parcel Status form signed by the Boise City Subdivision Department. It is the applicant's responsibility to provide deeds and/or other documentation to the Subdivision Department. See Verification of Legal Lot or Parcel Worksheet for submittal requirements.

The undersigned declares that the above provided information is true and accurate.

The undersigned acknowledges that failure to provide true and accurate information may result in rejection of this application, possible revocation of the permit where wrongfully issued and subject the undersigned any applicable civil and/or criminal penalties.

Agent/Representative Signature: __________________________

Date: __________________________
**Planning Division Project Report**

<table>
<thead>
<tr>
<th>File Number</th>
<th>PUD19-00042</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant</td>
<td>Jim Merkle / Northern Land Development, LLC</td>
</tr>
<tr>
<td>Property Address</td>
<td>4831 N Five Mile Rd</td>
</tr>
<tr>
<td>Public Hearing Date</td>
<td>February 10, 2020</td>
</tr>
<tr>
<td>Heard by</td>
<td>Planning and Zoning Commission</td>
</tr>
<tr>
<td>Analyst</td>
<td>Kevin Holmes, Associate Planner</td>
</tr>
<tr>
<td>Reviewed By</td>
<td>Céline Acord, Current Planning Manager</td>
</tr>
</tbody>
</table>

**Public Notification**
- Neighborhood meetings conducted on: November 26, 2019
- Radius notices mailed to properties within 300 feet on: January 17, 2020
- Newspaper notification published on: January 18, 2020
- Applicant posted notice on site on: January 18, 2020

**Table of Contents**

1. Project Data and Facts.......................................................... 2
2. Land Use.............................................................................. 2
3. Project Proposal................................................................. 3
4. Development Code............................................................... 4
5. Comprehensive Plan............................................................ 4
6. Transportation Data............................................................ 4
7. Analysis.............................................................................. 5
8. Approval Criteria............................................................... 8
9. Recommended Conditions of Approval..................................... 10

**Exhibits**
- Agency Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Owner</strong></td>
</tr>
<tr>
<td><strong>Representative</strong></td>
</tr>
<tr>
<td><strong>Location of Property</strong></td>
</tr>
<tr>
<td><strong>Size of Property</strong></td>
</tr>
<tr>
<td><strong>Zoning</strong></td>
</tr>
<tr>
<td><strong>Land Use Designation</strong></td>
</tr>
<tr>
<td><strong>Planning Area</strong></td>
</tr>
<tr>
<td><strong>Neighborhood Assoc./Contact</strong></td>
</tr>
<tr>
<td><strong>Procedure</strong></td>
</tr>
</tbody>
</table>

**Current Land Use**
- Single-Family Home

**Description of Applicant's Request**
Conditional use permit for a planned residential development comprised of 15 multi-family units and 1 single family dwelling on 1.4 acres located at 4831 N Five Mile Rd in a L-OD (Limited Office with Design Review) zone.

2. Land Use

**Description and Character of Surrounding Area**
The property is located at the northwest corner of Five Mile Road and McMillan Road, both arterial roadways. This intersection is designated as a Neighborhood Activity Center. Directly adjacent to the property to the north and west are single-family homes. Offices, a religious institution, and a residential care facility are across the streets.

**Adjacent Land Uses and Zoning**
- **North**: Single-Family Residential / R-1C (Single-Family Residential)
- **South**: McMillan Road then a Residential Care Facility / N-OD (Neighborhood Office with Design Review)
- **East**: Five Mile Road then a Religious Institution / R-1C
- **West**: Single-Family Residential / R-1C

**History of Relevant Previous Actions**
- A-23-93  Annexed and Zoned to R-1C - Approved
- RZ-4-96  Rezoned to L-OD - Approved
3. Project Proposal

Structure(s) Design

<table>
<thead>
<tr>
<th>Number and Proposed Use of Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 new multi-family units (two 4-plexes and one 7-plex) and one existing single-family home.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Stories / Building Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 stories / 30-feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fencing</th>
</tr>
</thead>
<tbody>
<tr>
<td>No new fencing is proposed, an existing 6-foot solid wood fence will remain around the north and west sides of the property.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amenities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy efficient building designs and drought tolerant landscaping. A minimum 100 square feet of private open space per multi-family unit is proposed as the second amenity.</td>
</tr>
</tbody>
</table>

Setbacks (Perimeter)

Measured from the future location of right-of-way (ROW) along Five Mile and McMillan Roads.

<table>
<thead>
<tr>
<th>Yard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Building</td>
<td>Parking</td>
</tr>
<tr>
<td>Front/Street (Five Mile Rd)</td>
<td>15’*</td>
<td>20’</td>
</tr>
<tr>
<td>Front/Street (McMillan Rd)</td>
<td>15’*</td>
<td>20’</td>
</tr>
<tr>
<td>Side (north)</td>
<td>5’ - 1st Floor</td>
<td>10’ - 2nd Floor</td>
</tr>
<tr>
<td>Rear (west)</td>
<td>5’ - 1st Floor</td>
<td>10’ - 2nd Floor</td>
</tr>
</tbody>
</table>

* Increased front/street setback per Multi-Family Living Uses (B.C.C. 11-06-03.2) over the 10’ normally required in the L-O zone.

Parking

The existing single-family home will retain its two-car garage, meeting parking requirements.

<table>
<thead>
<tr>
<th>Multi-Family Proposed</th>
<th>Multi-Family Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total parking spaces:</td>
<td>32</td>
</tr>
<tr>
<td>Accessible spaces:</td>
<td>2</td>
</tr>
<tr>
<td>Bicycle parking spaces:</td>
<td>15</td>
</tr>
<tr>
<td>Parking Reduction requested?</td>
<td>No</td>
</tr>
<tr>
<td>Total parking spaces:</td>
<td>19</td>
</tr>
<tr>
<td>Accessible spaces:</td>
<td>2</td>
</tr>
<tr>
<td>Bicycle parking spaces:</td>
<td>15</td>
</tr>
<tr>
<td>Off-site Parking requested?</td>
<td>No</td>
</tr>
</tbody>
</table>
4. Development Code (Boise City Code Title 11)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03.04.7</td>
<td>Planned Unit Developments</td>
</tr>
<tr>
<td>11-04.04.1</td>
<td>General Purpose of Office Districts</td>
</tr>
<tr>
<td>11-06.03.2</td>
<td>Multi-Family Living Uses</td>
</tr>
<tr>
<td>11-07.03</td>
<td>Off-Street Parking and Loading Standards</td>
</tr>
<tr>
<td>11-07.06.05</td>
<td>Planned Unit Development Standards</td>
</tr>
</tbody>
</table>

5. Comprehensive Plan (Blueprint Boise)

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 2 - Citywide Vision and Policies</td>
<td>Principle NAC 7.1</td>
</tr>
<tr>
<td></td>
<td>Principle CC 1.1</td>
</tr>
<tr>
<td></td>
<td>Principle CC 7</td>
</tr>
<tr>
<td>Chapter 3 - Community Structure and Design</td>
<td>Principle IDP-MU 2(c)</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-MU 4(a)</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-MU 6</td>
</tr>
<tr>
<td>Chapter 4 - West Bench Planning Area</td>
<td>Principle WB-CCN 1.5</td>
</tr>
<tr>
<td></td>
<td>• Neighborhoods and Activity Centers (NAC)</td>
</tr>
<tr>
<td></td>
<td>• A Connected Community (CC)</td>
</tr>
<tr>
<td></td>
<td>• Infill Design Principles for Mixed Use (IDP-MU)</td>
</tr>
<tr>
<td></td>
<td>• General Design Principles for Mixed Use (GDP-MU)</td>
</tr>
</tbody>
</table>

6. Transportation Data

As noted in their report, the Ada County Highway District (ACHD) approved this development with conditions. Both Five Mile and McMillan Roads are planned to be widened in the future which requires the dedication of additional right-of-way (ROW) along both roads with this project. As noted in the Setbacks Table above, setbacks have been measured from the ultimate location of this ROW. A 5-foot detached sidewalk, 8-foot landscaped strip, and curb and gutter will be constructed with this project. A condition of approval requires a permanent sidewalk easement extending 2 feet from back of the detached sidewalk along both roadways. All landscaping within the ROW will require a license agreement with ACHD. As another condition of approval, ACHD is requiring the closure of multiple driveways on the subject property and the only access will be from the northern end of the property on Five Mile Road. This driveway will be granted temporary full access but may be restricted to right-in/right-out only at any time, as determined by ACHD.

This development is estimated to generate 110 additional vehicle trips per day (10 existing), with 9 additional vehicle trips per hour (1 existing) during the PM peak hour. The average daily traffic count for Five Mile Road north of McMillan Road was 10,258 on June 6, 2018. The average daily traffic count for McMillan Road west of Five Mile Road was 10,400 on January 10, 2019.
*Acceptable level of service for three-lane minor arterials is “E” (720 vehicle trips per hour).

7. Analysis

The applicant is requesting a conditional use permit for a planned residential development comprised of 15 multi-family units and 1 existing single-family home on ±1.4 acres located at 4831 Five Mile Rd in a L-OD (Limited Office with Design Review) zone.

The development is located at the northwest corner of Five Mile Rd and McMillan Rd, a designated Neighborhood Activity Center in the West Bench planning area. Nearby amenities include Hewett Park and an adjacent elementary school approximately 1,500 and 500 feet to the southwest, respectively. DeMeyer Park is less than ¾ of a mile to the northwest, and the Hyatt Hidden Lakes Reserve is located approximately ¾ of a mile to the east. These four public open space areas are all within an approximately 5 to 15-minute walking radius of the proposed development.

The subject property is currently occupied by a single-family home, which will remain, and surrounding uses include offices, single-family residential, a residential care facility, and a religious institution. Existing bus stops for Routes 8 and 8X are located along both Five Mile Road and McMillan Road. With this development, the applicant shall improve these stops per the standards listed in the Valley Regional Transit letter dated January 20, 2020.

The Zinger Lateral bisects the property. Currently open, this waterway has numerous mature trees growing along it. An included condition of approval requires the submission of a tree mitigation plan to ensure that all tree mitigation requirements of B.C.C Section 11-07-05.2(F) are met.

With 16 total units on 1.4 acres, the density of this development is 11.4 units per acre, well under the 43.5 units per acre allowed on L-O zoned properties. The multi-family component of this development consists of one 7-plex and two 4-plexes for a total of 15 units. These two-story units are built to look like townhomes with individual front doors and back patios. Each unit contains two bedrooms, requiring a minimum of 1.25 parking spaces per unit, for a total of 19 spaces for the development. This parking requirement is fulfilled as 32 spaces are provided, including 2 ADA accessible spaces. The existing single-family home has a two-car garage which will remain. In keeping with the Citywide Design Standards and Guidelines, parking has largely been screened from street view by the buildings themselves or landscaping.

The buildings include modulation in façade, covered entries, and an aesthetic that complements surrounding development. Existing curb cuts along McMillan and Five Mile Roads will be closed and all access will come from a drive on Five Mile Road at the north end of the property. Pedestrian connections are provided throughout the site and the trash and mail enclosures are in a central location. Periphery building setbacks of 15 feet are provided which match the surrounding R-1C zoning of the neighboring single-family homes. Appropriate landscape buffers planted with trees are proposed along street frontages and between neighboring properties.
Planned residential developments over one acre in size, such as this, are to provide a minimum of two amenities. City Code Section 11-07-06.5(B) provides a list of acceptable amenities as well as leaving it open to the discretion of the Planning and Zoning Commission to approve appropriate alternatives. The applicant has proposed one amenity from the established list, energy conservation measures and the use of drought-tolerant plants, and has submitted that private open spaces for each multi-family unit be counted as the second amenity. These private open spaces are proposed to be front porches and/or rear patios between 105 and 126 square feet in size. The applicant’s reasoning behind this request is related to the specific site constraints of the property. These include the Zinger Lateral, which bisects the property and over which no structures can be built, as well as the additional right-of-way dedication being required by ACHD. The existing single-family home in the northeast corner also takes up a large portion of the property. When accounting for these three site-specific features, the developable area falls to 0.95 acres in size, less than the one-acre threshold which calls for two amenities. Furthermore, the applicant has agreed to install detached sidewalks along both Five Mile Road and McMillan Road which will greatly increase pedestrian safety and comfort but does further reduce the areas suitable for installing amenities.

The Planning Team is supportive of the private open space amenities as proposed by the applicant. The site constraints, as stated above, preclude the meaningful installation of other amenities from the list provided in Code. The private spaces for each multi-family unit will improve the quality of life for the residents and meets the spirit and intent of the requirement. In addition, there are four large public open space and park amenities in in the nearby vicinity of the site. To the southwest is Hewett Park and an adjacent elementary school, approximately 1,500 and 500 feet away respectively. DeMeyer Park is less than ¼ of a mile to the northwest, and the Hyatt Hidden Lakes Reserve is located approximately ¾ of a mile directly to the east. These four public open space areas are all within an approximately 5 to 15-minute walking radius of the proposed development. As such, a recommended condition of approval requires that a minimum of 100 square feet of private open space be provided per multi-family unit and this be considered an amenity under B.C.C Section 11-07-06.5(B) for this project.
The project is consistent with several principles in Blueprint Boise that encourage a mix of new housing in Neighborhood Activity Centers and infill development that does not require the costly extension of infrastructure (Principles NAC 7.1 and CC 1.1). All necessary utilities and infrastructure are readily available to the site. The design of the project complies with Principle GDP-MU.4(a) which stresses the importance of site and building design that emphasize the character and safety of the pedestrian realm by bringing buildings closer to the street, locating parking internal to the site, and providing clear pedestrian connections. The improvements of detached sidewalks and expanded transit stops enhance pedestrian connectivity and comfort (Goal CC 7). The close proximity of this project to a nearby transit route also adheres to Principle GDP-MU.6 which encourages high-density residential near existing and planned transit stops to provide ease of access and increase ridership over time. The development is supported by the West Bench Planning Area Principle WB-CCN 1.5 which encourages the installation of detached sidewalks and street trees as redevelopment and street improvements occur along major travel corridors in the West Bench to improve pedestrian comfort and safety.

As indicated below, the Planning Team finds the applications to be consistent with the standards for approval.

8. Approval Criteria

**Planned Unit Development (11-03-04.7(C)7)**

i. **The location is compatible to other uses in the general neighborhood;**

The proposed residential planned unit development is compatible with existing uses in the neighborhood and those reasonably expected to develop. Located at the northwest corner of Five Mile Rd and McMillan Rd, a Neighborhood Activity Center, the subject property is currently occupied by a single-family home, which will remain. The property is surrounded by offices, single family residential, a nursing home, and a religious institution. It is zoned L-OD (Limited Office with Design Review) and designated “Suburban” on the Land Use Map. The density of the project does not exceed the limitations of the existing zoning.

ii. **The proposed use will not place an undue burden on transportation and other public facilities in the vicinity;**

Correspondence received from commenting agencies indicate the project will not place an undue burden on transportation or other public services. The Ada County Highway District (ACHD) approved the project on January 22, 2020. They estimated the project will generate 110 vehicle trips per day (10 existing), with 9 additional vehicle trips per hour (1 existing) during the PM peak hour. As a condition of approval, existing transit stops along Five Mile Road and McMillan Road will be improved with this development. All other reviewing agencies approved the project with standard conditions.
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;

With the proposed alternative amenity, the site is large enough to accommodate the proposed use and all required elements of a planned residential development, including parking, landscaping, and setbacks. Five Mile Road and McMillan Road will be improved with 5-foot detached sidewalks, curb, gutter, and an 8-foot landscape buffer. No new fencing is proposed with this application. Finally, the density of the project (11.4 units per acre) does not exceed the limitations of the existing zoning (43.5 units per acre).

iv. The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;

The proposed use will not adversely affect other property in the vicinity. The design of the project integrates well with surrounding uses in the neighborhood. Periphery building setbacks of 15 feet are provided which match the surrounding R-1C zoning of the neighboring single-family homes. Adjacent properties to the north and west will be screened by landscaping and 6-foot, site obscuring fencing. Properties to the south and east are separated by arterial roadways and associated landscape buffers.

v. The proposed use is in compliance with the Comprehensive Plan.

The project is consistent with several principles in Blueprint Boise that encourage a mix of new housing in Neighborhood Activity Centers and infill development that does not require the costly extension of infrastructure (Principles NAC7.1 and CC1.1). All necessary utilities and infrastructure are readily available to the site. The design of the project complies with Principle GDP-MU.4(a) which stresses the importance of site and building design that emphasize the character and safety of the pedestrian realm by bringing buildings closer to the street, locating parking internal to the site, and providing clear pedestrian connections. The improvements of detached sidewalks and expanded transit stops enhance pedestrian connectivity and comfort (Goal CC7). The close proximity of this project to a nearby transit routes also adheres to Principle GDP-MU.6 which encourages high-density residential near existing and planned transit stops to provide ease of access and increase ridership over time. The development is supported by the West Bench Planning Area Principle WB-CCN 1.5 which encourages the installation of detached sidewalks and street trees as redevelopment and street improvements occur along major travel corridors in the West Bench to improve pedestrian comfort and safety.
vi. A multi-family building (any building containing more than two residential units) is designed to comply with the Citywide Design Standards and Guidelines.

As required for multi-family developments, the proposed project complies with the Citywide Design Standards and Guidelines. Parking has largely been screened from street view by the buildings and landscaping. The buildings themselves include modulation in façade, covered entries, and an aesthetic that addresses street frontages. This project is also subject to Design Review, which will further ensure compliance with these standards.

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 December 18, 2019, January 24, 2020, and January 27, 2020, except as expressly modified by Design Review and the following conditions:

2. Compliance with all conditions of the associated Design Review Permit, DRH20-00001.

3. A minimum of 100 square feet of private open space shall be provided per multi-family unit to be considered an amenity for this project under B.C.C Section 11-07-06.5(B).

4. Prior to the review of building permits, a tree mitigation plan shall be submitted demonstrating compliance with B.C.C Section 11-07-05.2(F).

Agency Requirements

5. Comply with requirements of the Ada County Highway District (ACHD) as outlined in their January 22, 2020 approval.

6. Comply with the requirements of Valley Regional Transit (VRT) as outlined in their letter dated January 20, 2020.

7. Comply with all requirements of the Boise Fire Department as outlined in their letter dated January 22, 2020.

8. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW).

   a. Sewer per comments dated January 3, 2020
   b. Solid Waste per comments dated January 2, 2020
c. Street Lights per comments dated January 8, 2020

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.

**Standard Conditions of Approval**

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

10. Vision Triangles, as defined within Boise City Code, shall remain clear of sight obstructions.

11. 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.

12. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

13. In compliance with 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Failure to abide by any condition of this approval shall be grounds for revocation by
the Boise City Planning and Zoning Commission.

20. This approval 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.

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

22. 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.
A. Findings of Fact

1. Description of Application: The applicant is requesting approval of a design review and planned unit development application to construct a 15-unit multi-family development consisting of one 7-plex and 2-4-plex buildings. There is an existing single-family residence on the property that is proposed to remain.

The property is zoned as Limited Office Design Review (L-OD). The City of Boise’s Comprehensive Plan designates this area as suburban with a mixed-use activity center designated at McMillan Road and Five Mile Road intersection.

2. Description of Adjacent Surrounding Area:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Land Use</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Single Family Residential</td>
<td>R-1C/DA</td>
</tr>
<tr>
<td>South</td>
<td>Assisted Living/Neighborhood Office Design Review</td>
<td>N-OD</td>
</tr>
<tr>
<td>East</td>
<td>Church</td>
<td>R-1C</td>
</tr>
<tr>
<td>West</td>
<td>Single Family Residential</td>
<td>R1C</td>
</tr>
</tbody>
</table>

3. Site History: ACHD has not previously reviewed this site for a development application.

4. Transit: Transit services are available to serve this site via Route 8.
5. **New Center Lane Miles:** The proposed development includes 0.0 centerline miles of new public road.

6. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

7. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
   - McMillan Road is listed in the CIP to be widened to 5-lanes from Cloverdale Road to Five Mile Road between 2021 and 2025.
   - McMillan Road is listed in the CIP to be widened to 3-lanes from Five Mile Road to Maple Grove Road between 2021 and 2025.
   - Five Mile Road is listed in the CIP to be widened to 5-lanes from Ustick Road to McMillan Road between 2031 and 2035.

B. **Traffic Findings for Consideration**

1. **Trip Generation:** This development is estimated to generate 110 additional vehicle trips per day (10 existing); 9 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip

2. **Condition of Area Roadways**
   Traffic Count is based on Vehicles per hour (VPH)

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
<th>Existing Plus Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five Mile Road</td>
<td>270-feet</td>
<td>Minor Arterial</td>
<td>463</td>
<td>Better than “E”</td>
<td>Better than “E”</td>
</tr>
<tr>
<td>McMillan Road</td>
<td>215-feet</td>
<td>Minor Arterial</td>
<td>698</td>
<td>Better than “E”</td>
<td>Better than “E”</td>
</tr>
</tbody>
</table>

*Acceptable level of service for a three-lane minor arterial is “E” (720 VPH).

3. **Average Daily Traffic Count (VDT)**
   *Average daily traffic counts are based on ACHD’s most current traffic counts.*
   - The average daily traffic count for Five Mile Road north of McMillan Road was 10,258 on 06/06/2018.
   - The average daily traffic count for McMillan Road west of Five Mile Road was 10,400 on 01/10/2019.

C. **Findings for Consideration**

1. **Five Mile Road**
   a. **Existing Conditions:** Five Mile Road is improved with 3/4 -travel lanes, bike lanes, vertical curb, gutter, and 5-foot wide attached sidewalk abutting the site. There is 60-feet of right-of-way for Five Mile Road (35-feet from centerline).
   b. **Policy:**
      - **Arterial Roadway Policy:** District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.
**Master Street Map and Typology Policy:** District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

**Street Section and Right-of-Way Width Policy:** District Policies 7205.2.1 & 7205.5.2 state that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

**Right-of-Way Dedication:** District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

**Sidewalk Policy:** District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District’s planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

**Frontage Improvements Policy:** District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

**Minor Improvements Policy:** District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

**ACHD Master Street Map:** ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Five Mile Road is designated in the MSM as a Residential Arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 96-feet of right-of-way.

c. **Applicant Proposal:** The applicant has not proposed any improvements to Five Mile Road.
d. **Staff Comments/Recommendations:** The applicant should be required to dedicate additional right-of-way to total 48-feet from centerline of Five Mile Road abutting the site, consistent with the MSM.

If the City of Boise requires sidewalk to be reconstructed abutting the site, ACHD District Policy requires sidewalks to be 7-foot wide attached or 5-foot wide detached for minor arterial roadways. If street trees are required, then an 8-foot wide planter strip should be provided.

The applicant should provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

Consistent with ACHD’s Minor Improvement Policy, the applicant should be required to repair any broken or deteriorated portions of curb, gutter and sidewalk abutting the site.

2. **McMillan Road**
   a. **Existing Conditions:** McMillan Road is improved with 3/4 travel lanes, bike lanes, vertical curb, gutter, and 5-foot wide attached sidewalk abutting the site. There is 60-feet of right-of-way for Five Mile Road (35-feet from centerline).

   b. **Policy:**
      
      **Arterial Roadway Policy:** District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

      **Master Street Map and Typology Policy:** District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

      **Street Section and Right-of-Way Width Policy:** District Policies 7205.2.1 & 7205.5.2 state that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

      **Right-of-Way Dedication:** District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

      No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

      The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

      **Sidewalk Policy:** District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District’s planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

      Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

      A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-
of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

**Frontage Improvements Policy:** District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

**Minor Improvements Policy:** District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

**ACHD Master Street Map:** ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of McMillan Road is designated in the MSM as a Residential Arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 96-feet of right-of-way.

c. **Applicant Proposal:** The applicant has not proposed any improvements to McMillan Road.

d. **Staff Comments/Recommendations:** The applicant should be required to dedicate additional right-of-way to total 48-feet from centerline of McMillan Road abutting the site, consistent with the MSM. The applicant is eligible for right-of-way compensation for the right-of-way dedication, per District Policy, because this segment of McMillan Road is listed in the CIP.

If the City of Boise requires sidewalk to be reconstructed abutting the site, ACHD District Policy requires sidewalks to be 7-foot wide attached or 5-foot wide detached for minor arterial roadways. If street trees are required, then an 8-foot wide planter strip should be provided.

The applicant should provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

Consistent with ACHD’s Minor Improvement Policy, the applicant should be required to repair any broken or deteriorated portions of curb, gutter and sidewalk abutting the site.

3. **Driveways/Private Road**

3.1 **Five Mile Road**

a. **Existing Conditions:** There is an existing 30-foot wide unpaved residential driveway from the site onto Five Mile Road, located approximately 287-feet north of the McMillan Road. There is a second 12-foot wide unpaved driveway from the site onto Five Mile Road located approximately 122-feet to the north of McMillan Road.

b. **Policy:**

**Access Points Policy:** District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

**Access Policy:** District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on
Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

**Driveway Location Policy:** District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full movement driveway.

**Successive Driveways:** District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 35 MPH to align or offset a minimum of 330-feet from any existing or proposed driveway.

**Driveway Width Policy:** District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

**Driveway Paving Policy:** Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

**Cross Access Easements/Shared Access Policy:** District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

c. **Applicant’s Proposal:** The applicant has proposed to reconstruct the existing driveway located 287-feet north of McMillan Road as a 24-feet wide curb cut driveway.

The applicant has proposed to close the existing 12-foot wide driveway located 122-feet north of McMillan Road with sidewalk, curb, and gutter to match improvements on either side.

d. **Staff Comments/Recommendations:** The width of the proposed driveway meets District Policy and should be approved, as proposed.

The proposed location of the driveway 287-feet north of McMillan Road does not meet District Driveway Location policy which requires driveway onto minor arterial roadway be located 330-feet from the from any existing or proposed driveways for right-in/right-out or a minimum of 660-feet from the intersection for a full movement driveway. However, staff recommends a modification of policy to allow the driveway to be located as proposed, as a temporary full access driveway due to the fact that:

- The driveway location is existing and is the only driveway proposed for the development,
- The limited site frontage of 270-feet does not allow the driveway placement to meet spacing requirements from the intersection to the south and spacing requirements from existing residential driveways to the north,
- There are several existing driveways onto Five Mile Road that prohibit the applicant from meeting driveway spacing requirements,
• The driveway cannot be located any further north of the intersection due to irrigation ditch equipment and residential driveway conflicts, and

• The driveway is taking access onto Five Mile Road which has a lesser traffic count than McMillan Road.

Therefore, staff recommends approval of the driveway onto Five Mile Road as temporary full access driveway. This driveway may be restricted to right-in/right-out only at any time at the discretion of ACHD. This is a 57% modification of policy and is approved at the Deputy Director – Engineering level.

The applicant should be required to construct the driveway as a curb-return type driveway and close the remaining segments of the unused driveway with improvements to match on either side.

3.2 McMillan Road

a. Existing Conditions: There are 2 existing 28-foot wide curb cut type driveways onto McMillan Road from the site that are located 158-feet and 229-feet to the west of Five Mile Road.

b. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 35 MPH to align or offset a minimum of 330-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.
**Cross Access Easements/Shared Access Policy:** District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

c. **Applicant’s Proposal:** The applicant has not proposed to use the 2 existing to access the site, but is proposing to keep them as is.

d. **Staff Comments/Recommendations:** The applicant should be required to close the existing driveways with curb, gutter and sidewalk to match improvements on either side.

4. **Tree Planters**

   **Tree Planter Policy:** The District’s Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

5. **Landscaping**

   **Landscaping Policy:** A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

6. **Other Access**

   Five Mile Road and McMillan Road are classified as minor arterials roadways. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways.

D. **Site Specific Conditions of Approval**

1. Dedicate additional right-of-way to total 48-feet from centerline of McMillan Road and Five Mile Road abutting the site.

2. Compensation will be provided for the right-of-way dedication for McMillan Road.

3. Reconstruct the existing driveway located 287-feet north of McMillan Road as a 24-feet wide curb return temporary full access driveway. This driveway maybe restricted to right-in/right-out at anytime, as determined by ACHD. Close the unused segments of the existing driveway with curb gutter, and sidewalk to match the existing improvements on either side.

4. Close the existing 12-foot wide driveway onto Five Mile Road located 122-feet north of McMillan Road with sidewalk, curb, and gutter to match improvements on either side.

5. Close the existing 2 driveways onto McMillan Road with sidewalk, curb and gutter to match improvements on either side.

6. Other than the access specifically approved with this application, direct lot access is prohibited to Five Mile Road and McMillan Road.

7. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

8. Payment of impact fees is due prior to issuance of a building permit.

E. Site Specific Conditions of Approval for Sidewalk Improvements, if required by the City of Boise

1. If sidewalk is required by the City of Boise, the applicant may construct 7-foot wide attached or 5-foot wide detached concrete sidewalk on McMillan Road and/or Five Mile Road abutting the site. If street trees are required, then an 8-foot wide planter strip should be provided. Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any sidewalk placed outside of the dedicated right-of-way.

F. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant’s engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District’s Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District’s Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant’s authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.
F. **Conclusions of Law**

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. **Attachments**

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Request for Reconsideration Guidelines OR Appeal Guidelines
Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) Notification: Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) Plan Review: The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) Revisions: The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) Final Notification: The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.
Development Process Checklist

Items Completed to Date:

☒ Submit a development application to a City or to Ada County
☒ The City or the County will transmit the development application to ACHD
☒ The ACHD Planning Review Section will receive the development application to review
☒ The Planning Review Section will do one of the following:

☐ Send a “No Review” letter to the applicant stating that there are no site specific conditions of approval at this time.
☒ Write a Staff Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
☐ Write a Commission Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐ For ALL development applications, including those receiving a “No Review” letter:

• The applicant should submit one set of engineered plans directly to ACHD for review by the Development Review Section for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
• The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)
☐ Driveway or Property Approach(s)

• Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ Working in the ACHD Right-of-Way

• Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
  a) Traffic Control Plan
  b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ Sediment & Erosion Submittal

• At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ Idaho Power Company

• Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ Final Approval from Development Services is required prior to scheduling a Pre-Con.
Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

   a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

   b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

   c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

   d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager’s reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

   e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.
Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

   a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be第二ed by any Commissioner and is voted on by all Commissioners present.

      If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

   b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission’s next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.

   c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.

   d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.

   e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.

   f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.
DRH20-00001 & PUD19-00042 – 4831 N. Five Mile Road

Date: January 20, 2020
To: Larry Tiernan
C.C. KayCee Babb, Kevin Holmes – City of Boise Planning
From: Jacob Hassard, CI Proj. Mgr – VRT

Larry,

Currently and for the foreseeable future, VRT Routes 8 & 8X (Five Mile) travel from Boise Towne Square to the State of Idaho Campus on Chinden Blvd. These routes are high ridership backbone elements of Valley Regional Transit’s fixed route service. In front of the development described in DRH20-00001, these routes currently have two existing bus stops along the frontage of the proposed development.

This project and the associated development should include improvements to transit access at the bus stops consisting of concrete space sufficient to make the stop ADA compliant and provide high quality, comfortable waiting areas. This would include sufficient concrete space for a future bus shelter, seating and other pedestrian and transit amenities. A minimum concrete boarding area measuring 10’ deep (relative to and measured from the top-back-of-curb) by 15’ long should be provided at the McMillan stop and a 10’ deep by 20’ long concrete piece for the Five Mile stop. The required concrete shapes can be incorporated into existing sidewalk space but should connect to the surrounding pedestrian network. Concrete provided should be 5” thick 3000psi concrete over at least 4” of aggregate base (the standard ACHD sidewalk section).

VRT staff is available to discuss the details of these requirements with the you if needed.

Please let me know if you have any further questions or if I can be of assistance.

Thank you,

Jacob Hassard
Capital Infrastructure Projects Manager, Valley Regional Transit
jhassard@valleyregionaltransit.org
208-258-2705
January 23, 2020

Planning & Development Services
City of Boise
P.O. Box 500
Boise, ID 83701

RE: PUD19-00042/ 4831 N. Five Mile Road

Dear Planning & Development:

Nampa & Meridian Irrigation District (NMID) has no comment on the above referenced application as it lies outside of our district boundaries. Please contact Mack Myers with Settlers Irrigation, at 208-344-2471, P.O. Box 7571 Boise, ID 83707 for any further comments.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,

David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ gnf

Cc:
Office/ File
M. Myers, Settlers Irrigation
January 22, 2020

Kevin Holmes
PDS – Current Planning

Re: PUD19-00042

Dear Kevin,

This is a request for a Planned Unit Development with 15 multi-family units on 1.04 acres.

The Boise Fire Department has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the International Fire Code (IFC) as adopted and amended by Boise City Code.

Comments:
1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).
2. Monument signage for addressing will be required at the entrance and at all intersections within the project. (IFC 505.1)
3. For streets having a width less than 27 feet back of curb to back of curb parking shall be restricted on both sides. No Parking signs shall be installed in accordance with the requirements of the IFC. (BCC 5-12-32, IFC 503.8)

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and Boise City Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Ron L. Johnson
Division Chief – Assistant Fire Marshal
Boise Fire Department
City of Boise Solid Waste staff has reviewed the application for this project and has the following comment(s):

For one 6-yd dumpster, the solid waste enclosure must have at least 12 feet of unobstructed clearance between gate posts, as measured from the innermost points (not the exterior dimensions) and a depth of at least 12 feet.

Enclosures must be located and configured so there is at least 50 feet of unobstructed access in front of the enclosure as measured from the center of the enclosure gates, extending to the width of the enclosure gates.

The link below provides information regarding trash enclosure design and location requirements:

https://www.cityofboise.org/media/7186/commercialenclosurerequirements.pdf

Please contact me with any questions at 208-608-7555 or rwalkins@cityofboise.org.
CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: 8 January 2020

To: Planning and Development Services

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

Subject: Street Light Comments
PUD19-00042: 4831 N Five Mile Rd.

Street lights are required. Contact Public Works for required facilities and location prior to submission of a building permit. (Final approved plans must accompany submitted building plans at time of permitting.)

Street lights are required at the following locations:

1. On Five Mile Rd on the north side of driveway a 30’ Davit pole black in color with a class “B” fixture.
2. On McMillan Rd behind the sidewalk near the communications a 30 black roadway pole, 15’ mast arm, and class “B” fixture.

As per Idaho Power requirements the lights along the following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement. They shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Streetlight Approved Fixtures and Materials for a list of approved meter service cabinets.

1. You can install a meter cabinet or connect to the existing lighting circuit at the intersection
New Street Light installations shall conform to the current version of the Boise Standard Revisions, Idaho Standards for Public Works Construction (ISPWC) using approved LED fixtures listed in Streetlight Approved Fixtures and Materials.

Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.

Tom Marshall
Street Light Program Technician
Public Works Engineering
Office: (208)608-7526
 tmmarshall@cityofboise.org

Making Boise the most livable city in the country.